

## **WHAT IS A HOMEOWNERS ASSOCIATION?**

It is a nonprofit corporation registered with the State of California and managed by a duly elected Board of Directors. Its purpose is to maintain all common areas and to make the community an enjoyable place to live.

## **WHAT ARE THE CC&R'S?**

The recorded Declaration of Covenants, Conditions, and Restrictions, commonly referred to as CC&R's, are the guidelines established in order for the Common Interest Community to enhance and protect the value of the project. These guidelines usually cannot be changed without a specified majority vote. This change then becomes an amendment and is recorded with the County Recorders office. Failure to abide by the CC&R's can possibly result in a fine if the Board determines a violation has occurred. **You should carefully review the CC&R's.**

## **WHAT ARE THE BYLAWS?**

The Bylaws are the adopted guidelines and rules established for the operation of the Homeowners' Association. These Bylaws aid in the election of the Board of Directors, define duties and responsibilities of the Board and Officers and set other specifics, which are necessary to properly operate the Association. **Again you should carefully review the Associations' Bylaws.**

## **WHAT ARE DEFINED AS COMMON AREAS AND FACILITIES?**

The common areas and facilities that the Association is responsible to maintain include but are not limited to the private streets, landscaping, open space, entry gates with telephone/intercom systems, fences, clubhouse, swimming pool, hot pool, pool furniture, gazebo, trellis/shade structures, lake maintenance and management, lighting and common area utilities, etc. In addition, there are common services such as water, gate attendants, electricity and street sweeping, which the Association is responsible for paying through collection of Assessments from the owners. Some of these common facilities will be completed in future phases of the project.

## **WHAT IS THE BOARD OF DIRECTORS?**

The Homeowners' Association is a corporation by law and, therefore, a governing body is needed to oversee the business. The Board of Directors is the elected governing body of the Association. The affairs of the Association are managed by a Board of Three (3) Directors.

These Directors create the rules and regulations for enforcement within the community, oversee budgeting and expenditure of funds, as well as work with the managing agent in maintaining Association common areas.

The Board of Directors usually organizes several committees to aid the community in decision-making. Examples of this would be: Rules Committee, Architectural and Landscaping Committees, Nominating and Election Committees, etc.

## **WHO MAKES UP THE BOARD OF DIRECTORS?**

It is normal that the initial Board of Directors consists of representatives of the Owner/Developer. This is done to provide the Developer holding a large ownership of the project, with adequate protection of their interests, especially when the project entails numerous phases.

At the first Members Meeting the homeowners will elect at least one representative to the Board.

## **WHEN DOES THE BOARD OF DIRECTORS HOLD MEETINGS?**

The Bylaws may state the frequency of the Board meetings. Board meetings are open to all homeowners, but the Board has the right to limit participation by individual homeowners. Depending upon the business to be transacted, Board meetings may occur only once a quarter or as often as monthly.

## **WHAT IS MY ASSESSMENT?**

The assessment is the monthly installments of the annual assessment amount due from each property. This assessment is used to operate and maintain the property that is commonly owned or controlled by the Association. The annual assessment is based upon the estimated expenses required to operate the Association and maintain the common areas and facilities (budget).

## **HOW IS THE AMOUNT OF MY ASSESSMENT DETERMINED?**

The Department of Real Estate requires proforma-operating budgets to be submitted by the Developer during build out of the Association. The budgets are reviewed by the Department of Real Estate, utilizing their guideline figures for all common areas and facilities, which are the responsibility of the Association. The budgets adopted by the Association are generally based upon these budgets. There are two basic areas to the Associations budget: the Operating accounts such as utilities, landscaping, etc., and the Reserve accounts for replacement of components such as roofing, paving, painting, etc. These amounts are difficult to predict accurately and even if accurately estimated initially, these amounts can increase with the age of facilities and with increased costs of living. Additional cumulative budgets showing additional lots and common areas for future phases have also been prepared and reviewed by the Department of Real Estate.

## **WILL MY ASSESSMENT GO UP?**

Your Board of Directors will prepare a new budget each year to reflect changes and cost increases or decreases. The Board must obtain the majority vote of the members to increase the budget more than 20% from the prior years budget. As this is a phased project in which additional units and common areas may be annexed, it is possible that your assessments may increase or decrease when this happens.

## **WHAT HAPPENS IF I DON'T PAY MY ASSESSMENT?**

Not paying the assessment is not going to help solve problems. In fact, the CC&R's and state statutes state that not paying the monthly installment of the annual assessment causes the homeowner to be subject to late charges on \$10.00 or 10% of the delinquent installment, whichever is greater, as well as interest and collection charges. In addition, the Association can accelerate your installments and demand that the remaining balance of the annual assessment be paid in full if you are delinquent in the payment of your monthly installment.

If there is no payment from the homeowner, a lien can be filed which could eventually result in foreclosure of your home. Remember that all the owners share the responsibility of assuring payment to the Association so that the property can be properly maintained. **Be sure to closely review the Associations current adopted Assessment Collection Policy included in this manual.**

## **WHAT IS A MANAGEMENT COMPANY AND WHAT DOES IT DO?**

A Management Company is hired to act as the agent for the Homeowners' Association. Typical responsibilities include:

**Assessment Collection:** Collection of the installments of the annual assessments and delinquent installments.

**Supervision of all Subcontractors:** Hiring, supervising and working with landscapers, cleaning services, street sweepers, utility companies, etc. The Management Company does not perform these services, but acts in a supervisory capacity only.

**Accounting:** Submitting monthly assessment installment billings to the homeowners, maintaining current lists of homeowner addresses as received, processing of the Association payables, and submitting monthly financial reports to the Board.

**Communication:** Performing as a liaison for the Association to the developer, providing information from the Board and Management to homeowners, as well as communication between homeowners, through distribution of monthly or quarterly newsletters or mailings.

**Architectural Approval:** Coordination and tracking of requests for approval from the Architectural Committee for plans for construction, alterations or improvements.

**Problem Solving:** Working with the Board of Directors in interpreting and enforcing the CC&R's, Bylaws and Rules and Regulations of the Association. Responding to homeowners' requests regarding the common areas and the operation of the Association.

**Consulting:** Providing the Board with information pertaining to proper maintenance of the community, suggested project improvements and to keep the Board advised of current Association Management procedures and laws.

## **IF I'M BUYING THE HOME BUT PLAN TO RENT IN, WHAT DO I NEED TO KNOW?**

First of all, the monthly assessments are still the responsibility of the homeowner. Screening of tenants before rental is very important, not only to the owner, but also in consideration of the other residents. Disturbances and disorderly conduct by tenants can result in a fine to the OWNER for their behavior. Preservation of the community as well as harmony among residents is the ultimate goal of any association. If a tenant violates these rights, the owner is expected to take the necessary measures to correct the situation. Each owner should be certain that his tenant is familiar with the Association rules and regulations.

## **IF I WANT TO MAKE ADDITIONS TO MY HOME OR MAKE NOTICEABLE CHANGES, WHAT DO I NEED TO KNOW?**

The Association has governing regulations concerning additions or changes to the exterior of any premise. The regulations encompass the installation of landscaping and fences; adding a patio cover, building a patio or pet enclosure, color of paint, etc. You should review the Covenants, Conditions, and Restrictions, adopted Architectural Design Guidelines and Construction Rules to determine the exact requirements. **The Architectural Committee must approve all exterior changes. Applications and plans should be submitted to the Management Company.**

If a homeowner completes an exterior change without Committee approval, the owner may be required to remove the modification and be subject to enforcement proceedings. This regulation is set up to maintain the overall appearance of the community and protect the property values. **Also, the County of Fresno requires that any structural changes be submitted and approved through its office for proper building permits.**

## WHOM DO I CONTACT?

Within the first year, if you have bought a home and are having warranty related concerns, contact the Customer Service Representative of the builder. Reports should be made in writing and it is advisable to send a letter certified, to guarantee that the builder did, in fact, receive the work request

1) Common Area Concerns

Issues or complaints concerning common area maintenance or usage should be submitted through the Management Company for the Board of Directors. As the homeowners association matures, committee heads may be set up to monitor all complaints and aid in the timely correction of any problem area.

2) Difficulty With Neighbors

Hopefully this will not occur, however, sometimes there does develop a difficulty with a neighbor over the parking of vehicles, loud and excessive noise, animals, etc. These complaints should be made in writing and forwarded to the Management Company. The Management Company, in turn, will send a letter stating the violation or disturbance and enforce, through the Board of Directors, any fine, which the Association has established. At times the enforcement may necessitate the notification of local police.

3) Utility, Water, Gas, Fire

Depending upon the nature of the concern or emergency, contact the appropriate agency **FIRST**. It is best to receive immediate service in the event of these types of problems or in the event of an emergency. The Management Company should also be aware of these situations, as it allows for a monitor of recurring problems. Be sure to keep handy the emergency telephone numbers for the local companies and official agencies. The domestic water and sewer within the Community is provided by the County of Fresno.

## QUAIL LAKE COMMUNITY ASSOCIATION RULES AND REGULATIONS

### A. PREAMBLE

A-1 The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions, and Restrictions under Article 15.03.7. A copy of this Declaration was given to each owner at the time of purchase of their lot.

A-2 The Manager of the Quail Lake Community Homeowners Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&R's. In the instance of a person violating the Rules, the Bylaws or the CC&R's, the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Remove the persons from the Association premises, if necessary.
- c) Call upon a law enforcement agency for assistance.
- d) Call upon residents to assist him in his duty.
- e) In the case of residents' children, make an effort to contact their parents immediately, prior to making the action called for in (b), (c), and (d) above.

A-3 The Board of Directors has established a Rules Committee. The duty of this committee is to hold hearings for violations of the Rules & CC&Rs when voluntary compliance cannot be obtained.

A-4 The Rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Quail Lake Community Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors. Policing actions because of violations, should not have to be necessary, but might be required.

### B. COMMUNITY RELATIONS

REGISTRATION All members and residents must be registered with the Manager.

- a) Association members are those individuals owning a lot or unit at the **Quail Lake** community.
- b) Residents are defined as owners and members of their families living on the premises of the project, or lessees and members of their families living on the premises of **Quail Lake**.
- c) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the project to the lessee of their home. The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right (since the vote belongs only to the owner). Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- d) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and **be subject to the CC&R's, Bylaws and adopted Rules.** The owner is responsible to provide a copy of the CC&R's, Bylaws and these adopted rules and regulations to their tenants at their own cost. The owners is required to notify management of the names and phone numbers of their tenants and provide a copy of the rental agreement. **Please refer to Article 7.22 of the CC&R's.**

#### GUESTS

- a) Guests must be accompanied by a host or hostess resident of the Association when using the common areas of the Association.
- b) It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.

COMMON AREA DAMAGE Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Associations property caused by themselves, members of their families or their guests.

#### NEIGHBORLY CONDUCT

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in front yard and areas visible from adjoining lots is prohibited.
- c) No noxious or offensive activities shall be carried on nor shall anything be done which reasonably may be or become an annoyance or nuisance to the residents or which shall in any way interfere with the quiet enjoyment of occupants in the residences.

BUSINESS USAGE PROHIBITED. Except for home offices that do not generate significant traffic or parking impacts, there shall be no gainful occupation, profession, or trade maintained upon any LOT or in the COMMON AREA without the express permission of the ASSOCIATION and the COUNTY, if a special use permit is required for such use; provided, however, that this provision shall in no way limit or restrict DECLARANT in its own construction activities, or any customary construction activities carried out by others, either prior to or during the sale of LOTS and RESIDENCES within THE COMMUNITY; and provided further, however, that this provision shall not prohibit the maintenance of use of "home offices" within a RESIDENCE, where the maintenance and use of such "home office" does not impose any greater burden on the COMMON AREA than does the use of a RESIDENCE for exclusively residential purposes, and where the maintenance and use of such "home office" does not detract from the residential character of THE COMMUNITY.

CLEAN UP. An OWNER shall maintain his LOT and surrounding area free from weeds and debris, including without limitation, accumulation of waste materials or rubbish caused by construction of improvements thereon. From time to time during any work of improvement, and upon completion thereof, the OWNER shall cause to be removed from the LOT all waste materials, rubbish, contractor's tools, construction equipment, machinery and surplus materials. If the OWNER fails to maintain his LOT in a neat and clean condition as required by this paragraph, that ASSOCIATION may do so and the cost thereof shall be charged to the OWNER.

SIGNS. Subject to applicable Fresno County ordinances and approval by the Architectural Committee, no signs of any kind shall be displayed in the public view on or about the Common Area or any residences or lot in the Community except:

- a) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors. **NO VENDOR ADVERTISING SIGNS ARE PERMITTED.**
- b) One sign of customary size and shape in the Community, not to exceed 3.75 square feet of surface area, advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association. **Only approved signage specifications may be utilized. Owners may not place any signs in the Common Area.**
- c) Such signs and notices as are required as an incident to legal proceedings or the pursuit of legal rights or remedies.
- d) Appropriate safety, directional and identification signs installed by Declarant or the Association are required by law.
- e) Entrance signs and monuments identifying the Community.

RESIDENTIAL PARKING. Excessive, unnecessary parking in driveways and on streets is unattractive, and reduces neighborhood property values. Accordingly, no OWNER of a RESIDENCE LOT shall park his automobiles or any other vehicles or permit members of his family, his guest, tenants, invitees or servants to park automobiles or any other vehicles in any space but (i) the garage of his RESIDENCE LOT; (ii) the driveway of his RESIDENCE LOT, provided that all garage spaces first have been occupied by vehicles; or (iii) the space or spaces assigned as temporary guest parking. Guests may park temporarily on the street adjacent to the RESIDENCE LOT. In general, however, vehicles should not be left outside overnight on the street without a permit from the BOARD. Residents should not park on the street as this is reserved for guests parking.

The BOARD shall have the power, not only to adopt rules and regulations to implement this Section of the DECLARATION, but also to modify this Section consistent with the goal of preserving the appearance of THE COMMUNITY, while accommodating the reasonable needs of its residents.

All LOTS that front onto the main interior loop road within THE COMMUNITY shall provide on-site turnarounds for motor vehicles.

All LOTS that front onto an interior road that only provides parking on one side shall provide one additional on-lot guest parking space. The additional parking space may be permitted in the front yard setback area.

NON-STANDARD VEHICLES. Except to the extent desired by the DECLARANT to be used during the development and sale of RESIDENCE LOTS within THE COMMUNITY, where reasonably required for the delivery or moving of household furnishings, or where required temporarily in connection with the construction of RESIDENCES in THE COMMUNITY, no motor home, travel trailer, truck, camper, house trailer, boat, boat trailer, or similar item of equipment, shall be kept, parked stored, or maintained within THE COMMUNITY, except within the confines of a garage upon a RESIDENCE LOT or in such a manner that it is not visible from the street, or from ground level of the COMMON AREA or neighboring LOTS, or in a manner that is otherwise acceptable to the ARCHITECTURAL COMMITTEE, in the sound exercise of its aesthetic judgment. No such vehicle so placed shall be used for living purposes.

No stripped down, wrecked or junked motor vehicle shall be kept, parked, stored or maintained within THE COMMUNITY, except within the confines of a garage upon a RESIDENCE LOT. All improvements to screen a non-standard vehicle from view on the street(s), adjoining lots, lake and common area must be approved by the Architectural Committee. Screening may be accomplished by the extension of fencing, addition of trellises and mature landscaping. If fence extensions or trellises over 6 feet in height (as measured from a level area adjacent to such fence) are planned which obstruct the view of any neighbor or are visible from the common areas, streets or adjoining lots, will require the written approval of the affected neighbor. The Committee will require that the owner must have a minimum of 85% of the surface area of the vehicle viewable from street, adjoining lot, lake or common area screened. All landscaping plants, trees or bushes shall be a minimum 15 gallon size and must mature within 18 months of planting to meet the 85% minimum screening requirement. No vehicle(s) may be placed until all improvements have been approved and completed. **Placement of tarps over vehicles to effect screening is not allowed.**

EXTERIOR LIGHTING. No exterior lighting other than that which is a part of the original construction or reconstruction of THE COMMUNITY by the DECLARANT shall be installed or maintained on any RESIDENCE LOT by the OWNER without the prior written consent of the ARCHITECTURAL COMMITTEE. The Architectural Committee shall not approve exterior lighting that is unreasonably intrusive, invasive or annoying to neighboring OWNERS. For purposes of this section, the ARCHITECTURAL COMMITTEE shall adopt uniform rules and standards that allow the installation of exterior lighting on RESIDENCE LOTS without individual application, in each case, to the ARCHITECTURAL COMMITTEE for advance approval.

TEMPORARY BUILDINGS. No tents, shack, portable toilet, shed or other temporary building or temporary STRUCTURES shall be placed on the COMMON AREA or on any RESIDENCE LOTS, except such sheds or construction shacks as may be maintained by the DECLARANT OR DECLARANT'S assignees in connection with its development of THE PROPERTY as contemplated under this DECLARATION, and except for customary temporary facilities incident to the construction of a RESIDENCE on a LOT; provided, that permission to place all such temporary STRUCTURES shall be obtained from the BOARD in advance in writing, and shall be conditioned upon such reasonable rules and regulations as the BOARD shall establish to minimize the negative impact of such temporary STRUCTURES upon THE COMMUNITY and upon neighboring OWNERS and LOTS.

PETS. A reasonable number of uncaged household pets may be maintained within a home under the following conditions:

- a) Whenever pets are outside of the resident's lot, they must be on a leash or otherwise under full control of the owner.
- b) Owners must prevent dogs and other pets from continuously barking or making other loud noises or defecating in the Common Area or on lots not owned by the Owner of the pet.
- c) Residents must clean up after any mishap performed by their pets.
- d) Residents shall be responsible for any personal injury or property damage caused by their pets.
- e) No animal shall be maintained for any commercial purposes.
- f) Owners shall not allow feces to accumulate on their own lots in such a manner as to become obnoxious to neighboring Owners or as to constitute a health hazard.
- g) Animals which are found by the Board to be vicious by nature or temperament shall be removed by the Board and delivered to a pound, animal shelter or animal control officer, without liability to the Board of the Association.

SPEED LIMIT. The maximum speed limit within the confines of Quail Lake is 25 miles per hour.

TRASH RECEPTACLES AND GARBAGE.

- a) Trash shall be stored in sanitary containers where they are not visible from any neighboring lots at ground level or in the garage, except for a reasonable time prior to and after collection.
- b) All rubbish, trash and garbage shall be regularly removed from the residence lots by the owner thereof, at the owners' sole cost and expense and shall not be allowed to accumulate on the residence lot or upon the Common Area.

TREES. The cutting or removal of trees, bushes or plants in the Common Area is prohibited without the prior written approval of the Board. The Board shall have the duty and authority to maintain, repair and replace as necessary from time to time the trees, shrubs, lawns and other landscaping materials installed as part of the development of the Community, in a manner consistent with the goal of maintaining the Community in an attractive condition.

Fresno County requires a street tree for every 40 feet of lot frontage. The street trees originally planted are the approved trees for that street. Street Trees may not be removed. They must remain in the same location as originally planted.

INSECTS AND RODENTS No owner shall do or allow any act upon his lot including leaving food and garbage exposed which attracts ants, termites, rodents, or other pests onto or into any part of the Community.

CHEMICALS No owner shall cause or allow any chemicals or petroleum products to be placed or drain into storm drains, street gutters, or the Lake. Application of insect, animal or plant control substances fertilizers and plant foods and paints or protective compounds within the Community shall be allowed only if consistent with the rules and regulations promulgated by the Board and by the applicable State and Federal agencies to insure that the quality of the environment in the Community and in particular the lake is preserved and maintained.

DWELLING No boat, raft, float or dock or other water craft or structure shall be used for dwelling purposes or as a dwelling while on or within the Lake or moored to its shoreline.

WATERCRAFT

- a) No sailboat shall exceed sixteen feet (16') in overall length or three feet (3') maximum draft of keel. Keels in excess of three feet (3') shall be retractable (dagger board) type.
- b) Electrically, manually or pedal powered boats shall not exceed sixteen feet (16') in length.
- c) The maximum draft of any type of boat shall not exceed one foot (1'), with the hulled sailboats (catamarans and trimarans); wind surfing and gasoline or diesel engine powered boats are prohibited.
- d) No boat may be launched into the lake except from a lake access lot or the community launch ramp.
- e) Each owner of a custom lake lot may dock or moor a maximum of two (2) boats at a dock located within the lake easement appurtenant to his lot.
- f) Each owner of a patio lake lot may dock or moor a maximum of one (1) boat at a dock located within the lake easement appurtenant to his lot.

This shall not apply to boats operated by Declarant or by the Association for purposes of safety, maintenance, and improvements to the lake, or promotions of the Community, including sales promotion or except as allowed by the Board of Directors.

FISHING No persons fishing in or on the lake shall use any live marine bait. There shall be no trapping or taking of any wildlife by other than the Association. Fishing may be done by using a hook and line with barb less hooks. All fishing shall be on a catch and release basis. Guests must be accompanied by a resident.

WATER FOWL Neither owners nor guests shall feed waterfowl, including ducks that may be attracted to the lake.

PUMPING No water shall be pumped out of the lake by any person for any reason, except for the Association in connection with its powers and duties relating to maintenance of the lake.

SWIMMING **SWIMMING IN THE LAKE BY PERSONS IS PROHIBITED.**

LAUNDRY No laundry or wash shall be dried or hung upon any residence lot so as to be visible from the ground level view of a neighboring lot, public streets or the Common Area.

**SPORTS FIXTURES All sports fixtures proposed for front and backyards must be approved by the Committee. A single basketball standard affixed to the structure of a dwelling and located over or adjacent to the garage door or doors is permitted as is a freestanding standard located immediately adjacent to a house and located so a ball in normal play cannot strike any improvement located on adjoining lots. A basketball standard must be maintained in good condition and repair. The Architectural Committee requires a plot plan delineating house location on site, proposed basketball standard location and direction of shooting. The final location shall be approved by the Committee. Portable basketball standards may not be left out overnight and must be lowered and removed from driveways each night. Portable basketball standards may not be placed on sidewalks or the private streets at any time.**

STORAGE There shall be no storage of any item in or upon the residence lot except in an enclosed area not visible from adjoining streets, the Common Area or other residence lots. Storage or other uses within a garage upon a residence lot shall not interfere or conflict with the use of such garage from the parking of vehicles. Storage in the Common Area shall be limited to the storage by the Board or the manager, if any, of equipment or materials for use solely in connection with the Common Area.

EQUIPMENT No power equipment, hobby shop or carpenter shop shall be maintained in the Community, except within the confines of a garage or upon the prior approval of the Board. No automobile overhaul or maintenance work other than emergency work shall be permitted in the Community, except within the confines of a garage.

WINDOW COVERINGS

- a) In order to maintain the uniform aesthetic attractiveness of the Association, residents are requested to ensure that all window treatments visible from the outside are neutral or lined with a neutral backing.
- b) No Owner shall hang from, affix to or maintain in any window of a residence any aluminum or metal foil or other reflective materials or any sign that does not meet the requirements of Section 7.06 of the CC&R's.
- c) The use of mirrored or reflective window glass is prohibited.

CONSTRUCTION AND ALTERATIONS OF IMPROVEMENTS. The construction and alteration of RESIDENCES and STRUCTURES upon LOTS within THE COMMUNITY shall be subject to comprehensive design guidelines adopted by the ARCHITECTURAL COMMITTEE. Said design guidelines shall include the following standards required by the applicable Conditional Use Permit:

- a) Development standards shall be in accordance with Fresno County standards except where noted.
- b) Residential structures shall be varied in detail, form and building orientation to provide visual interest. Accessory buildings shall be compatible in design, shape and scale with the primary structures. Articulated facades are encouraged to create visual variety.
- c) Building heights shall not exceed 35 feet. Massing and scale shall be carefully reviewed by the ARCHITECTURAL COMMITTEE to ensure that the buildings are not out of scale with the neighborhood.
- d) Use of awnings, operable windows, clerestories and window glazing shall be encouraged to increase energy conservation.
- e) Rear and side elevations of residential structures should be consistent with building facades.
- f) Mechanical equipment (e.g., compressors, air conditioners, antennas, heat pumps, heating equipment, generators, solar collectors, satellite dishes and communications equipment) shall not be visible to the public.
- g) All outdoor lighting shall be focused, directed and, arranged to prevent glare and spill over illumination on streets or adjoining property. To the extent feasible, low intensity, energy conserving night lighting should be installed.
- h) Housing elevations should be varied to avoid monotony of a single architectural theme, yet avoid mixing significantly different architectural themes.
- i) No swimming pool, spa, pool house, tennis court, guest house, maintenance building, storage shed or other accessory structure which is visible to the public or any adjacent landowner shall be constructed without prior ARCHITECTURAL COMMITTEE approval. All mechanical equipment associated with pools and spas shall be screened from view by the public and adjacent landowners.
- j) Detached open patio structures on or near the lake edge shall be constructed so as not to substantially obstruct views of adjacent landowners and all structures shall be approved by the ARCHITECTURAL COMMITTEE.
- k) The minimum development standards, including height, setback, parking, structural coverage, and lot dimension limits required by the applicable Conditional Use Permit, and set forth on Exhibit "C-1" attached hereto and incorporated herein, shall be observed.

Subject to the foregoing requirements, and without limiting the foregoing, the construction and alteration of RESIDENCES and STRUCTURES upon LOTS within THE COMMUNITY is also subject to the following additional covenants, conditions and restrictions:

SINGLE-FAMILY RESIDENTIAL USE. No building other than one (1) detached single-family dwelling (the "RESIDENCE"), and its appurtenant garage and other necessary and usual outbuildings incidental to the residential use of the LOT (the "STRUCTURES") shall be constructed upon any RESIDENCE LOT. All STRUCTURES constructed or maintained upon any LOT shall be in architectural harmony with the RESIDENCE upon such LOT. The design, materials, and location of any such STRUCTURES, as well as the RESIDENCE, shall be subject to prior approval of the ARCHITECTURAL COMMITTEE.

MINIMUM SQUARE FOOTAGE. Every RESIDENCE in PHASE I of THE COMMUNITY shall contain the minimum number of square feet of floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings) designated for the applicable category of LOT, as follows:

CUSTOM LAKE FRONT LOTS: 2,250 square feet minimum;

PATIO LAKE FRONT LOTS: 1,200 square feet minimum (Provided, however, that there are, in fact, no PATIO LAKE FRONT LOTS within in PHASE I);

CUSTOM OFF LAKE LOTS: 2,000 square feet minimum; and

SEMI-CUSTOM LOTS: 1,400 square feet minimum.

VARIATIONS: The CUSTOM LAKE FRONT LOTS, CUSTOM OFF LAKE LOTS, and SEMI-CUSTOM LOTS within PHASE I are identified on Exhibit "C-2" attached to this DECLARATION. As future phases are annexed to THE COMMUNITY, the minimum square footage requirements for the LOTS annexed within each of the above four categories, as applicable, shall be set forth in the DECLARATION OF ANNEXATION of that phase, and may be varied from the minimum requirements set forth for PHASE I above; provided, however, that any change from the requirements set forth for PHASE I above shall comply with any applicable Fresno County Ordinance, and shall be subject to the reasonable approval of the ARCHITECTURAL COMMITTEE.

In any event, the ARCHITECTURAL COMMITTEE shall have the right, in compliance with Fresno County standards, to issue variances from the standards set forth above for PHASE I, and from the standards set forth in any DECLARATION OF ANNEXATION, in the sound exercise of its aesthetic judgment.

HEIGHT RESTRICTIONS. No RESIDENCE or STRUCTURES shall be constructed, altered or permitted to remain upon any LOT that exceeds the height limitations imposed by applicable zoning ordinances of the COUNTY, or as prescribed by the rules of the ARCHITECTURAL COMMITTEE. In any event, no RESIDENCE shall exceed thirty-five feet (35') in height.

SET BACKS. No RESIDENCE or STRUCTURES shall be constructed, altered or permitted to remain upon any LOT that encroaches within the set back provisions imposed by applicable Conditional Use Permit, as set forth on Exhibit "C-1", or as prescribed by the rules of the ARCHITECTURAL COMMITTEE."

### ARCHITECTURAL CONTROL

**a) The Architectural Committee has developed Architectural Design Guidelines and Construction Rules, revised July 16, 1997. Please refer to this document for specific requirements concerning exterior changes to your home and improvements to your lot.** These guidelines conform to the CC&R's of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications of the home so the Committee may render its decision.

**b) Each owner shall complete installation of permanent landscaping to the front yard area of their lot (and also the backyard area of their lake lot) within six months of certificate of occupancy, notice of completion, or actual occupancy of such residence, whichever comes first. Non-lake lot owners shall complete their backyard landscape installation within one year. All front yard landscape plans and lake lot backyard plan must be approved by the Architectural Committee.**

c) **Non-lake backyard landscaping plans need only to show any structures or trees that will exceed the height of the existing fence or are visible from adjoining lots or streets. Backyard hardscape (walkways, patios, etc.) and decks, which are not visible from the streets or exceed the height of the fence do not need Committee approval.**

d) When applying for approval, please send as much information as you can and include the following specific items:

1. Completed Application Form
2. Exact location: use a scale drawing if applicable.
- 3.State color, size, composition, materials and description.
- 4.Photo, sketch, copy of an advertisement or facsimile.
- 5.Contractor's name or company making the item, etc.
- 6.Two sets of plans.

When submitting plans for a custom home please refer to the Architectural Design Guidelines and Construction Rules for additional required items to be submitted with your application.

Please deliver or mail all applications for approval to THE MANAGEMENT COMPANY AT:

**I & I PROPERTY MANAGEMENT  
5100 N. SIXTH STREET SUITE #164  
FRESNO, CA 93710**

**PLEASE REMEMBER THAT YOU MUST GET APPROVAL BEFORE MAKING ANY CHANGES OR ADDITIONS.**

e) Alterations, additions or modifications made to your lot or the exterior surfaces of your home must have prior written approval from the Architectural Committee or the Board of Directors. This includes landscaping, window hangings, basketball hoops, backboards and poles, solar energy systems, satellite dishes, fences, sun screens, bamboo blinds, decks, lattices, pools, spas, ponds, fountains, awnings, patio covers and antennae, color changes, sheds, etc.

Each owner shall include at least one 15-gallon street tree as part of their initial front yard landscaping, for every forty-feet (40) of street frontage of the lot. The size, type and location of the street trees shall be subject to approval by the Architectural Committee. Street trees shall not be planted within any side yard set back area. Street trees may not be removed.

There shall be no visual obstructions, such as landscaping, between three feet and seven feet in height as measured from the crown of the road within the corner sight distance area at each intersection in the Community.

**The Architectural Committee has developed guidelines for basketball standards. Please refer to the "Basketball Standard Policy and Guidelines" included in this manual.**

f) Easements for the installation, maintenance, replacement and repair o utilities are established as shown on the recorded map for the property. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, repair or replacement of utilities. The easement area over each lot in the property and all improvements in it

shall be maintained by the owner of the lot, except for such improvements for which a public authority or utility company is responsible.

- g) Any alterations that do not have prior written approval by the Committee or Board of Directors will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the
- h) Association will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense.
- i) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original condition.

NOTE: The Architectural Committee has adopted the following rule concerning the front-yard set back on custom lots, which is more restrictive than the set back requirements set forth in Exhibit C-1 to the CC&R's:

**CUSTOM LOT FRONT YARD SET BACK RULE:**

On Custom Lots, the front yard set back shall be twenty-five (25) feet, rather than twenty (20) feet. Variances from this rule may be granted by the ARCHITECTURAL COMMITTEE in the sound exercise of its aesthetic judgment.

[END OF CUSTOM LOT FRONT YARD SET BACK RULE]

[RESUMPTION OF MATERIAL FROM ARTICLE VII OF CC&R'S]

SECOND STORY WINDOWS AND TERRACES. Side and rear windows, terraces, open porches and the like on the second story of two-story RESIDENCES shall not be permitted on any "RESTRICTED LOT" identified on Exhibit "C-3" to this DECLARATION or on any LOT in any SUBSEQUENT PHASE that is identified in a DECLARATION OF ANNEXATION or SUPPLEMENTAL DECLARATION as a "RESTRICTED LOT", except upon the prior written approval of the ARCHITECTURAL COMMITTEE. Such approval shall be predicated upon demonstration to the satisfaction of the ARCHITECTURAL COMMITTEE that the privacy of adjacent LOTS will not be adversely affected thereby, such as by the use of fixed obscure glass, or other measures satisfactory to the ARCHITECTURAL COMMITTEE.

Second story windows and terraces are not restricted on any "UNRESTRICTD LOT" identified on Exhibit "C-3" to this DECLARATION, or on any LOT in any SUBSEQUENT PHASE that is identified in a DECLARATION OF ANNEXATION or SUPPLEMENTAL DECLARATION as an "UNRESTRICTED LOT".

SIDE YARD TO REAR LOTS. The following restrictions shall apply to those LOTS that have a side yard that abuts the rear yard of another LOT(S), identified as a "SIDE YARD TO REAR YARD LOT", either on Exhibit "C-4" to this DECLARATION, or in a DECLARATION OF ANNEXATION or SUPPLEMENTAL DECLARATION:

For all SIDE YARD TO REAR YARD LOTS, the side yard setback on the side yard that abuts the rear yard of another LOT shall be either: (a) a minimum of ten (10) feet; or (b) a minimum of five (5) feet, in which case the RESIDENCE constructed on the SIDE TO REAR YARD LOT shall be restricted as follows:

Terraces, open porches and the like on the second story of two-story RESIDENCES shall not be permitted on the rear or side facing the rear yard of an adjacent LOT(S);

1. Windows on the side of the second story facing the rear yard of an adjacent LOT(S) shall not be permitted, except that such windows are permitted if the sill heights are six feet or higher, or if the windows use fixed obscure glass: and
2. The elevation on the side of the RESIDENCE facing the rear yard of the adjacent LOT(S) shall not have a continuous side wall mass of more than twenty-five (25) feet above the top of the foundation at any location.

LANDSCAPING OF LOTS. Subject to the prior approval of the ARCHITECTURAL COMMITTEE, each OWNER shall grade, landscape and plant the front yard area of his LOT (and also the back yard area of his LAKE FRONT LOT, if applicable) within six months of certificate of occupancy, notice of completion, or actual occupancy of such RESIDENCE, whichever comes first. No part of a Lot visible from an adjoining LOT or COMMON AREA in THE COMMUNITY shall be covered with crushed rock, pebbles or any other artificial ground cover (other than pathways integrated into the landscaping), unless approved by the ARCHITECTURAL COMMITTEE in the exercise of its sound aesthetic discretion. Each OWNER shall keep all shrubs, trees, grass and plantings of any kind situate upon his LOT and all planted areas between his LOT and adjacent LOTS or COMMON AREA neatly trimmed, mowed and cut, and properly cultivated and free of trash, weeds and other unsightly materials.

As part of the initial front yard landscaping of his LOT, each OWNER shall include at least one Street Tree, with varied spacing between trees, but at least one 15 gallon Street Tree for every forty (40) feet of street frontage of the LOT. The size, type and location of the Street Trees shall be subject to approval by the ARCHITECTURAL COMMITTEE. Street Trees shall not be planted within any side yard set back area.

In addition, as required in the applicable Conditional Use Permit, there shall be no visual obstructions, such as landscaping, between three feet and seven feet in height as measured from the crown of the road within the corner sight distance area at each intersection in THE COMMUNITY.

UNIFORM FENCES. The ARCHITECTURAL COMMITTEE shall establish uniform standards and style for all fencing within THE COMMUNITY, including, but not limited to, the minimum and maximum height for all fences and the materials to be utilized in connection with the construction thereof. The ARCHITECTURAL COMMITTEE must approve in writing the location of all fences within THE COMMUNITY and supervise the construction thereof to assure that the same will be in strict compliance with the uniform standards. Said uniform standards shall be consistent with the following standards, as required by the applicable Conditional Use Permit

- (a) The Architectural Committee and the County of Fresno must approve any alterations to fencing.
- (b) Rear and side yard fences along the main interior Loop Road for the COMMUNITY will be constructed by DECLARANT to ensure a consistent visual image. This 6 foot fence will be placed along Lakeside Road in locations where a rear or side yard is adjacent.

Homeowners will have the option of utilizing a view (wire mesh or tubular steel) or solid wood fence (up to a maximum height of 7 feet) where their property interfaces with the open space or the pedestrian trail. A low rail fence (not to exceed 3 feet in height) may be installed by

- (c) homeowners along their front property line. A low rail fence will also be utilized at the minor cul-de-sac entries.
- (d) The perimeter security fencing behind the orchard buffer on Shaw and Ashlan Avenues will be a maximum of 8 foot high tubular steel fence.
- (e) A post and cable fence will be provided between trial areas and the wetlands buffer by the DECLARANT. All endangered species habitats will be fenced with a 3 foot to 4 foot two rail fence.

- (f) No fence other than a wrought iron or tubular steel fence not greater than three feet (3') high above finished grade of the LOT, as originally graded by DECLARANT, ordinarily shall be permitted within twenty feet (20') of the LAKE of any CUSTOM LAKE LOT, or within fifteen feet (15') of the LAKE on any PATIO LAKE LOT, without express prior written approval of the ARCHITECTURAL COMMITTEE. The ARCHITECTURAL COMMITTEE shall not unreasonably withhold its approval of a higher fence if a higher fence is required in order to meet swimming pool safety requirements mandated by the COUNTY, another governmental agency having jurisdiction, or any affected lender or insurance company. Any fence allowed adjacent to the LAKE must be constructed in such a manner (either by sufficient set-back, or by inclusion of gates that can be opened by the ASSOCIATION) that it does not prevent access along the LAKE LOT by the employees of the ASSOCIATION for maintenance, repair and similar purposes.

Uniform Fences. The Committee has adopted the following uniform standards and style for all fences within Quail Lake:

- (a) Fences adjacent to Open Space portions of the Community shall be as shown on Exhibit "A", or as otherwise approved by the Committee. In general, the appearance of the Community, adjacent to Open Space areas, should be kept "open".
- (b) Notwithstanding the foregoing, subject to prior Committee approval, portions of a Lot adjacent to an Open Space area may be fenced or screened, as appropriate, in order to comply with laws and regulations pertaining to swimming pool safety, in order to screen mechanical equipment and storage areas from view, in order to create suitable enclosures for animals and children, and in order to enclose private patio areas that are connected to, or in close proximity to, the residence.
- (c) Interior fences separating contiguous side and rear yards shall be six feet (6') high cedar, with top rail. "Dog ear" fencing is prohibited.
- (c) Fencing materials shall be of high quality when installed, and shall be maintained in excellent condition at all times, including regular re-painting of painted fences. Chain link, chicken wire, and other harsh or cheap appearing fences are prohibited.
- (e) No fence may ever be installed without prior Committee approval of plans and specifications, including materials, colors, and location.

LOCATION OF AIR CONDITIONER UNITS. There shall be no air conditioning or heating units situated upon the roof of any structure in THE COMMUNITY. All air conditioning units that would otherwise be visible from neighboring LOTS or from the COMMON AREA (including the LAKE) must be screened from view by a screen, which is architecturally compatible with the RESIDENCE upon such LOT, and such screens must be approved by the ARCHITECTURAL COMMITTEE as to size, location and materials.

CONSTRUCTION MATERIALS. The construction of any RESIDENCE or STRUCTURE upon any LOT shall contain such construction materials as are approved for use in THE PROPERTY by the ARCHITECTURAL COMMITTEE from time-to-time.

COMMENCEMENT OF CONSTRUCTION. As part of the approval of any construction, reconstruction, additions or alterations, the ARCHITECTURAL COMMITTEE may specify the time period within which such activities shall commence. If such approved activities do not commence within the specified time period, then the approval granted by the ARCHITECTURAL COMMITTEE shall be deemed revoked, unless the Committee extends the time for commencement in writing.

[INTERRUPTION OF MATERIAL FROM ARTICLE VII OF CC&R'S]

NOTE: The Architectural Committee has adopted the following rule concerning the time period for commencement of construction, pursuant to the authority granted to the Committee under Section 7.28.10 of the CC&R's:

COMMENCEMENT OF CONSTRUCTION:

Any construction, reconstruction, additions or alterations, approved by the ARCHITECTURAL COMMITTEE shall commence within one hundred eighty (180) days following such approval. If commencement is not made within said one hundred eighty (180) day period, the approval of the ARCHITECTURAL COMMITTEE shall be deemed revoked unless the Committee upon written request of the OWNER made prior to the expiration of said one hundred eighty (180) day period, extends the time for such commencement in writing.

[END OF COMMENCEMENT OF CONSTRUCTION RULE]

[RESUMPTION OF MATERIAL FROM ARTICLE VII OF CC&R'S]

COMMENCEMENT OF RECONSTRUCTION. Should the OWNER be required or elect to rebuild a damaged or destroyed RESIDENCE or STRUCTURE upon a LOT in THE COMMUNITY, such rebuilding must commence within two (2) months following the approval of the plans therefore by the ARCHITECTURAL COMMITTEE, and be completed within one (1) year following such approval; provided, however, that an OWNER who commences reconstruction within ninety (90) days of destruction, and uses the plans originally approved, shall not be required to re-submit to the ARCHITECTURAL COMMITTEE for approval.

FAILURE TO COMPLETE WORK. The OWNER must complete construction, reconstruction, refinishing, or alteration of any RESIDENCE or STRUCTURE within one (1) year following commencement of the construction or reconstruction thereof, except only such period as such completion is rendered impossible or would result in great financial hardship to the OWNER due to strikes, fires, national emergencies, natural calamities or other supervening forces of God or nature beyond the reasonable control of the OWNER or his agents.

If the OWNER fails to comply with this paragraph, the ARCHITECTURAL COMMITTEE shall notify the BOARD of such failure and the BOARD may proceed in accordance with the provisions of Paragraph 10.10 as though the failure to complete the RESIDENCE or STRUCTURE were a noncompliance with approved plans.

EXTERIOR FINISH. As part of the completion of any construction or reconstruction of a RESIDENCE or other STRUCTURE upon a LOT in THE COMMUNITY, the exterior woodwork must be painted or stained and the exterior stucco, if any, must be painted or color impregnated.

STORAGE OF MATERIALS. No buildings materials of any kind shall be placed or stored upon any LOT in THE COMMUNITY until the OWNER thereof is ready to commence construction on a RESIDENCE or STRUCTURE for which such materials are intended to be used, and then the materials shall be placed within the property lines of the LOT upon which the RESIDENCE or STRUCTURE is to be constructed, or in an area previously approve by the ARCHITECTURAL COMMITTEE.

ADDITIONAL RESTRICTIONS CONCERNING THE LAKE. The following additional covenants, conditions and restrictions are applicable to the construction, reconstruction, alteration, and refinishing of any and all improvements from time to time existing or to be built within or adjacent to the LAKE, and to the use of the LAKE.

DOCKS. No dock or float shall be installed or maintained on or in the LAKE until the design has been approved in writing by the ARCHITECTURAL COMMITTEE, which may establish a uniform design or pattern for such STRUCTURES. In any event, dock construction shall conform to the following minimum requirements:

1. No dock or float shall be enclosed or roofed over.
2. No dock or float shall be attached to the bulkhead of the LAKE, nor shall such dock or float put more than five hundred (500) pounds per square foot of vertical loading on the bulkhead. Horizontal loading on the bulkhead is prohibited.
3. Each dock or float shall be movable to allow for repair and renovation of the bulkhead.
4. Docks shall not be attached to the LAKE bottom, nor shall the LAKE bottom be penetrated.
5. Docks shall be constructed to accommodate water level fluctuations in the LAKE. Boat float or lifting hoists or similar devices to elevate or hold boats out of the water will not be permitted.
6. Floating docks shall not project horizontally more than fifteen feet (15') beyond the bulkhead into the LAKE.”

[INTERRUPTION OF MATERIAL FROM ARTICLE VII OF CC&R’S]

NOTE: The Architectural Committee has adopted the following rules concerning docks, in addition to the restrictions set forth in the CC&R’s:

ADDITIONAL DOCK RULES:

7. Floating docks must be permanently secured to a concrete base behind the bulkhead wall. The base shall bear on soil behind the bulkhead at below a 45-degree angle starting four (4) feet from the top of the bulkhead. Floating Docks must leave at least a two (2) foot circulation channel between the dock and the bulkhead to prevent accumulation of floating trash.
8. Cantilevered Docks may extend up to three (3) feet into the water from the bulkhead, and must be counter-balanced from behind the bulkhead according to approved drawings and calculations.
9. On LOTS having fifty (50) or more feet of LAKE frontage, the maximum dock surface area allowed over the water is limited to one hundred fifty (150) square feet, and the dock must be located not less than fifteen (15) feet from both side property lines. On LOTS having in less than fifty (50) feet of LAKE frontage, the maximum dock surface area allowed over the water is limited to seventy-five (75) square feet, and the dock must be located not less than ten (10) feet from both side property lines.
10. Dock materials shall be appropriate for aquatic use (i.e., non-skid, weather resistant, durable). Colors shall be limited to earth tone and marine palette.
11. Storage enclosures may be allowed at the discretion of the ARCHITECTURAL COMMITTEE.
12. Low-level lighting may be allowed at the discretion of the ARCHITECTURAL COMMITTEE.
13. Docks may not be used for the storage of any hazardous materials. The OWNER of a dock shall not permit the use of spray guns or conduct major repairs or maintenance activities without the express prior written approval of the association.

[END OF ADDITIONAL DOCK RULES]

[RESUMPTION OF MATERIAL FROM ARTICLE VII OF CC&R’S]

STRUCTURES, FENCES AND PLANTINGS. No structure other than approved fences, patios, docks, bulkheads, landscaping and swimming pools may be constructed or maintained within the BANK ARE, and no fence, hedge, or mass planting shall be maintained within the BANK AREA at a greater height than three feet (3') from the grade of the LOT when conveyed by DECLARANT (the “Original Grade”). In the event of dispute, the elevations indicated on the final as-graded plans approved by the COUNTY for THE COMMUNITY shall be conclusive in establishing the Original Grade.

GRADING. Any grading or re-grading within the BANK AREA must be approved in writing by the ARCHITECTURAL COMMITTEE in advance. Subject to the approval of the ARCHITECTURAL COMMITTEE, and compliance with the provisions of this DECLARATION, portions of a Lot within this area may be terraced downward, below the Original Grade. No portion of this area, however, may be re-graded or filled so that it is higher than the Original Grade.

TREES AND SHRUBS. No trees or large shrubs of any kind shall be planted within fifteen feet (15') or the LAKE. All deciduous trees or shrubs must be planted at sufficient distance from the LAKE so that at mature size the full canopy will be at least ten feet (10') from the LAKE.

APPROVAL OF CONSTRUCTION. No construction, excavation or grading shall be commenced within twenty feet (20') of the LAKE until the plans have been approved in writing by the ARCHITECTURAL COMMITTEE, which can require an opinion by a soils engineer supporting the feasibility of the work for which the approval is requested. If such an opinion is required, then it shall be paid for by the affected OWNER. Such work may be disapproved or conditionally approved if it will impair the stability of any portion of the Lot adjacent to the LAKE or the bulkhead of the LAKE in the absence of adequate corrective measures.”

[END OF MATERIAL FROM ARTICLE VII OF CC&R'S]

4. Exterior Materials, Finish and Color. The Architectural Committee has adopted the following rules pertaining to exterior finish materials and colors:

- (a) Siding. The residence is expected to be of high quality, and to present a quality appearance from all four sides. Proposals that show high quality front elevations, with plain or modest side or rear elevations will be rejected. When siding is used, wood siding (or high-quality wood substitute), laid horizontally, either with an overlap, or tongue-in-groove, is favored. Proposed vertical orientation of wood siding will be carefully scrutinized. Plywood or “T-111” type siding is not allowed.

Brick siding may be allowed, if fully integrated into all exterior elevations.

Plaster or stucco siding, where consistent with the style of the residence, is allowed; however, particular attention will be given to the quality of the proposed installation, and samples will be required.

- (b) Roofing. The wrong roofing material can ruin the appearance of an otherwise attractive residence. We will insist on the use of attractive, high quality materials.

Rounded tiles will only be allowed on plaster/stucco Mediterranean style residences, and will not be allowed on any residence making extensive use of wood or brick siding. Obviously “fake” tiles, such as those that manifest a visible seam at the top of the rounded portion of the tiles will be rejected. Bright blue, bright red, and other garish colors will not be allowed.

Metal, fiberglass, plastic and other roofing materials are not allowed; however, solar collection devices may be allowed under the Guidelines for Installation of Solar Energy Systems set forth below.

- (c) Colors. White, gray, pastels, and other subtle earth tones will be allowed. Primary, “neon”, bright (other than white), and other garish colors will be rejected.

Metal, fiberglass, plastic or other materials other than wood, brick or plaster, as described above, are not allowed.

- (d) Style. In keeping with the Quail Lake theme, “Country” style is preferred. “Modern” style structures are discouraged, and might not be approved.

5. Guidelines for Installation of Solar Energy Systems. The Committee has adopted the following guidelines which will govern its approval process regarding applications from member owners for the installation of solar energy systems. It is the goal of the Committee to allow solar systems to be installed on member properties in such a way as to minimize potential detrimental effects on the overall ambiance and aesthetic considerations of the community, such matters being delegated to the Committee by the CC&R's.

- (a) Solar units not on the roof should be maintained a minimum of five feet (5') from property lines of neighboring lots or fence lines, and shall be concealed from neighboring views. A fence or wall of sufficient height to accomplish same may be appropriate.
- (b) Solar units on a roof should be within the wall line of the structures. However, the Committee may require more roof area between the solar unit and the roof edge if the roof overhang is minimal.
- (c) All materials should be of colors consistent with the house and other materials adjacent to the system.
- (d) Solar units should be in or below the plane of roofing material.
- (e) Solar units should be constructed of rigid materials. (Units may not be of flexible materials).
- (f) All plumbing lines should be concealed and the method of installation shown and detailed in the application.
- (g) Panel materials should be dark in color, and, in the opinion of the Committee, otherwise be compatible with the existing color scheme of the residential structure.
- (h) A sample or brochure of the proposed solar unit should be submitted with the application in sufficient detail to allow the Committee to draw conclusions as to the finished look of the installation.
- (i) Professionally drawn construction details which apply to specific installation proposed should be provided. They should be drawn to scale and show clearly all elevations, assembly, the attachment to the roof structure and proposed location on the lot or building. Two copies of such plans must be submitted.
- (j) Calculations should be provided verifying the number and/or area of panels required.
- (k) Photographs should be submitted showing the location of the proposed solar units and relating to the visibility from neighboring lots and streets.
- (l) The Committee may ask for alternative combinations in smaller groupings when large areas of grouped solar panels are found not to be aesthetically satisfactory.
- (m) Colors of any materials, which are part of the solar appliance or structure, and visible from neighboring lots or streets, shall be subject to the approval of the Committee.

7. Setback and Height Restrictions. The Committee has adopted the following setback and height restrictions, which shall apply in the event that applicable County or City requirements are less restrictive. If the applicable City or County requirement is more restrictive, then such City or County requirement shall apply:

- (a) No structure (including any swimming pool) shall be located any closer than five feet (5') to the adjacent property line, except for driveways, paths and fences approved by the Committee.

- (b) The top of the roof line of any structure shall be not more than thirty-five feet (35') above finished grade, except for chimneys, spires, or similar architectural features that are not intended for human occupancy and are not enclosed within the main body of the roof.
- (c) No improvement of any kind shall be constructed without prior approval of the Committee as to the location of the improvement on the lot, and the height of the improvement above finished grade. Plans submitted to the Committee that do not include such information will be rejected.

**QUAIL LAKE PLANNED COMMUNITY  
ARCHITECTURAL DESIGN GUIDELINES  
AND CONSTRUCTION RULES**

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Introduction

Design and construction of all improvements at Quail Lake is subject to approval by the Architectural Committee described in the Quail Lake CC&R's. Purchasers should carefully review all of the CC&R's, including Article X (regarding the Architectural Committee), and Article VII (containing restrictions regarding the Use and Occupancy of Lots). For your convenience, certain important provisions of the CC&R's that pertain to the design and construction of improvements are set forth herein, as well as certain rules that have been adopted by the Committee.

**Please Note:** The Committee may adopt additional rules from time-to-time. When and if such rules are adopted, they will be distributed to all owners.

Committee Review Process Described in CC&R's. No construction may take place without Committee approval. Article X of the CC&R's includes the following provisions pertaining to the review process:

Authority. Except as provided below, no RESIDENCE, fence, wall or other STRUCTURE shall be constructed or maintained in THE COMMUNITY, nor shall any exterior addition or change or alteration thereto (including change in exterior colors or finish materials; solar or heating systems; pools, spas, ponds, fountains; landscaping, stone-work or concrete work; related mechanical, plumbing, or electrical facilities; awnings, patio covers and antennae) be constructed or maintained in THE COMMUNITY, until the plans and specifications therefore have been submitted to the

Architectural Committee and approved in writing by the Committee. Such plans and specifications shall show and include the nature, kind, shape, height, width, color, materials and location of all proposed improvements. Notwithstanding the foregoing, the Architectural Committee shall have no jurisdiction over the COMMERCIAL LOT or over any improvements constructed by DECLARANT in any phase of THE COMMUNITY.

The Committee shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, addition or modifications contemplated thereby in the locations indicated will be tasteful and in architectural harmony with the character of THE COMMUNITY. In exercise of its authority, the Committee may:

Condition its approval of proposals and plans and specifications on such changes or conditions thereto as it deems appropriate.

Require submission of additional plans and specifications or other information prior to approval or disapproval of the proposed construction, alterations or additions.

Require a nominal fee payable to the ASSOCIATION to accompany each application for approval.

DECISIONS OF COMMITTEE. Decisions of the Architectural Committee and the reason therefore shall be transmitted by the Committee to the applicant within thirty days after receipt by the Committee. Any application submitted pursuant to this DECLARATION shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within thirty days after the date of receipt by the Committee of all required materials.

APPEAL. Any decision of the Architectural Committee may be appealed by the applicant to the BOARD by written notice of appeal filed with the BOARD within fifteen days following the receipt of the Architectural Committee's decision by the applicant. Such notice of appeal shall state the reasons therefore and shall be heard by the BOARD in accordance with the provisions of Article VII of the BY-LAWS of the ASSOCIATION.

INSPECTION. Inspection of work and correction of defects therein shall proceed as follows:

The Committee may at any time inspect any improvement for which approval of plans is required under the DECLARATION; provided, however; that the Committee's right of inspection shall terminate sixty (60) days after the work of improvement shall have been completed and the respective OWNERS shall have given written notice to the Committee of such completion. If, as a result of such inspection, the Committee finds that such improvement was done without obtaining the approval of the plans therefore or was not done in substantial compliance with the plans approved by the Committee, it shall notify the OWNER in writing of the failure to comply with the DECLARATION within sixty days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the OWNER to take such actions as may be necessary to remedy the noncompliance.

If upon the expiration of sixty days (60) days from the date of such notification, the OWNER shall have failed to remedy such noncompliance, the Committee shall notify the BOARD in writing of such failure. The BOARD shall, upon 15 days written notice to the OWNER, conduct a hearing within the COMMON AREA in accordance with the provisions of Article VII of the BY-LAWS of the ASSOCIATION for the purpose of determining whether there is a noncompliance and, if so, the nature thereof and the estimated costs of correcting or removing the same. If a noncompliance exists, the OWNER shall remedy or remove the same within a period of not more than forty-five days from the date that notice of the BOARD ruling is give, in writing, to the OWNER. If the OWNER does not comply with the BOARD ruling within such period, the BOARD

shall have the right to levy an INDIVIDUAL ASSESSMENT against such OWNER pursuant to the provisions of Article V, Paragraph 5.06 of this DECLARATION to cover the costs to remedy or correct such noncompliance, and the BOARD shall cause the work to be done.

VARIANCE. The Architectural Committee may authorize variances from compliance with any of the Architectural provisions of this DECLARATION when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. Such variance must be evidenced in writing and must be signed by at least two members of the Architectural Committee. If variances are granted, no violation of the DECLARATION shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of the DECLARATION for any purpose except as to the particular improvement and particular provision hereby covered by the variance, nor shall it affect in any way the OWNERS' obligation to comply with all governmental laws and regulations affecting his use of all or any portion of THE COMMUNITY.

LIABILITY OF COMMITTEE MEMBERS. Neither DECLARANT, the Architectural Committee, the BOARD nor their duly authorized representatives shall be liable to the ASSOCIATION, or to any OWNER for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this DECLARATION, unless due to the willful misconduct or bad faith of the Committee or any member thereof.

**[END OF MATERIAL FROM ARTICLE X OF CC&R'S]**

Approval of Plans – Residential Construction. In order to implement the above-described review process, the Committee has adopted the following rule regarding the submittal and approval of plans prior to commencement of construction of any residence or related improvements:

Not less than sixty (60) days prior to commencement of construction, the applicant must obtain approval of the following from the ARCHITECTURAL COMMITTEE described in the CC&R's:

- a) Complete floor plans (two sets);
- b) Site plans (two sets);
- c) Elevations of all sides of structure (two sets);
- d) Listing of exterior materials, including siding and roof materials, and exterior colors;
- e) Landscape plans (two sets);
- f) If the dwelling is to be built for speculation, plans must be submitted indicating the extent and nature of interior decorating items such as color, type and quality of floor coverings, wall coverings, counter tops, cabinets and light fixtures; and
- g) All signs, flags and other sales or advertising devices installed by or under the control or direction of the applicant, visible on or from the Quail Lake Community, or any neighboring property.

Construction shall not commence until at least fourteen (14) days following final approval of such plans.

## Quail Lake Community Association CONSTRUCTION RULES AND POLICIES

Effective March 1, 1997

The following adopted construction rules and policies are to be adhered to by all who are doing improvements on their lots, including landscaping, alterations, additions, and construction of homes.

1. No noise generating equipment may be operated at any time other than between the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and 10:00 a.m. to 4:00 p.m. on Sunday. Noise generating equipment includes radios, hammers, saws, compressors, generators, concrete pumps, and forklifts, grading equipment and construction material deliveries. At all times, Owner and their contractors shall demonstrate reasonable consideration for residents within the vicinity of the Owners' lot.
2. No construction activities are permitted in violation of any applicable County ordinances.
3. No speeding, reckless or hazardous driving is permitted anywhere within Quail Lake.
4. All construction workers hired to perform any work of improvements within the Community must be required to follow suitable rules to ensure the safety of all persons within the Community and to ensure the beneficial enjoyment of the Community by its owners and residents. Such rules shall include, at minimum, the following:
  - No alcohol or drugs are ever permitted in the Community. No person under the influence of alcohol or drugs is ever permitted in the Community.
  - No firearms are ever permitted in the Community.
  - Pets and children are not permitted on the job site.
  - Excessively loud radio playing is not permitted on the job site or in the Community.
  - There is no parking allowed anywhere within the community, except within designated areas on the job site.
  - Safety meetings must be held weekly by the owner or general contractor responsible for the work, at the job site. A representative from each working subcontractor must attend.
  - The speed limit within the Community for construction workers is 5 m.p.h.
  - No one may ride on any moving equipment except the operator.

Workers who violate these rules will be excluded from the Community. Contractors who fail to make good faith effort to enforce these rules will be excluded from the Community. Owners (of the applicable job site) who fail to make a good faith effort to enforce these rules will be responsible for the Committee's cost and expenses in enforcing these rules, including attorney's fees and also may be subject to fine or disciplinary action.

5. Owner shall cooperate and coordinate work with all of the Associations and site work employees, contractors and subcontractors.
6. No materials may be stored at anytime within the private streets or upon any lot or pad other than the Owners' lot except for merchant builders who are constructing multiple residences.
7. **Mud and debris shall be removed from the streets daily (and prior to 3:00 p.m. on every Friday).** No trash, garbage or construction debris (collectively "debris") shall be stored within ten (10) feet of any curb or be permitted to enter open space areas, common areas or other portions of Quail Lake. Any debris, which enters these areas, shall be immediately removed. Temporary fences must be installed along the perimeter of the lots to prevent debris from entering into the Wetlands, the Lake, common area and other lots. All debris must be stored in appropriate containers, which must be located at least ten (10) feet back of curb. All uncontained debris shall be removed by 3:00 p.m. each Friday or, if sooner, within three (3) days after receipt of a demand from the Association. If the Owner violates this rule, the Association shall have the right, but not the obligation, to remove such debris or mud and the cost thereof, plus reasonable interest, shall be promptly reimbursed by Owner.

8. In no circumstances may any street parking impede the flow of traffic. Overnight parking is prohibited.
9. Unless otherwise approved by the Association, no construction trailer may be placed on any lot prior to the issuance of a building permit for the construction of a residence(s) on that lot and construction trailers must be removed within thirty (30) days after the issuance of a certificate of occupancy for custom homes. Merchant builders are allowed to utilize their construction trailers until their project is completed. Construction trailers must be in good condition and be painted a light, neutral earth-tone color.

## **CLUBHOUSE AND SWIMMING POOL FACILITIES**

### 1) **Clubhouse Rules:**

- A. Wet clothing is **not** permitted in the Clubhouse area and shoes shall be worn at all times.
- B. Clubhouse equipment shall not be removed from the Clubhouse.
- C. Clubhouse furniture shall always be returned to its original location.
- D. Any abuse of the facilities or equipment by Members or their guests may result in the future loss of privileges and damages will be charged to the Member.
- E. Each Member is responsible for keeping the facility clean at all times.
- F. Members and their guests use the Clubhouse/Recreation facilities and equipment at their own risk.
- G. Smoking is not permitted in the Clubhouse
- H. No pets are allowed in the Clubhouse or Recreation Facilities.
- I. The portion of the Clubhouse, which is designated as the Sale Office, is not available for reservation.

### 2) **Exclusive Reservations: Subject to use by the Board of Directors, standing Committees of the Board of Directors, official Association functions and other uses authorized by the Board of Directors, the Members may reserve the Recreation Room for their exclusive use.**

- A. Upon application and approval of the Events Coordinator, residents and their guests may reserve the Recreation Room between the hours of 10:00 a.m. – 10:00 p.m. Sunday through Thursday and from 10:00 a.m. – midnight Friday and Saturday for use by groups of **NO MORE THAN 28**/assembly or dining/dancing upon application and approval of the Events Coordinator. The facilities must be left in the same order and state of cleanliness as found. Any maintenance required by the Association will be billed to the user at actual cost.
- B. **Exclusive use of the pool area is not included with the reservation of the Recreation Room. When reserving the Recreation Room, the member and his/her guests are permitted to share the use of all other recreational facilities. Guests must follow the rules posted at the pool.**
- C. The Recreation Room may be used for occasional events or function, not for ongoing events, such as weekly or monthly meetings.
- D. No member shall directly or indirectly use the Recreation Room for any commercial selling.
- E. Use and reservations may not be requested unless the Member concerned is present for the event.
- F. **NO ONE UNDER THE AGE OF 21 MAY CONSUME ALCOHOL UNDER ANY CIRCUMSTANCES, WHETHER OR NOT AN ADULT IS PRESENT.**
- G. All requests for exclusive use of the Recreation Room must be in writing on the form available from the Events Coordinator at least one week in advance of your reservation date and shall require the approval of the Board of Directors or

Management Company. Approval shall be granted unless a reservation for the time requested unduly interferes with the reasonable use and enjoyment by other Members or otherwise is in contravention of these rules as stated herein.

- H. If alcoholic beverages are to be consumed for a Recreation Room function, the reserving Member will be required to provide and submit proof to the Events Coordinator that a Certificate of Insurance, showing a one million dollar policy coverage naming the Association as an additional insured, has been obtained (Host Liquor Liability). This coverage is normally available through the insurance company providing your homeowners insurance policy at a nominal fee! Please contact your insurance agent.**
- I.** If no alcoholic beverages are to be consumed at a Recreation Room function, the Reserving Member agrees to sign a waiver stating that there will be no alcoholic beverages on the premises.
- J.** Exclusive reservations for the Recreation Room shall be noted in the Event Coordinators' reservation book. Reservations shall be made on a first come basis.
- K.** Member must be current in their Recreation Facilities fees and be a Member in good standing.

3) **Deposit:**

- a) The Member-host will be responsible for kitchen equipment used and for all costs incurred for repair or damages to facilities and furnishings by themselves, their guests, their employees or caterers, and for losses of property entrusted to them based on a post party check by the Events Coordinator or Manager.
- b) Please contact Linda Massey at (559) 294-1266 for clubhouse reservations and information.

### **SWIMMING POOL AREAS**

4) **Pool Rules:**

- a) The pool areas are open between the hours of 7:00 am – 10:00 pm. The pool areas may **NOT** be reserved for private use.
- b) Appropriate swimming attire is required. No cut-offs, jeans, etc.
- c) All bobby and hairpins must be removed before entering the pool area.
- d) Radios, record players and other audio devices are not permitted in the pool areas, unless they are used with earphones.
- e) Diving, cannonballing, running, skateboarding, bicycling, skating, boisterous play and animals of any kind are not permitted in the pool areas.
- f) Only unbreakable containers are permitted in the pool areas and must be removed following use. **NO GLASS CONTAINERS ARE PERMITTED.**
- g) **No alcohol may be consumed in the pool area.**
- h) Suntan oils and lotions are to be showered off prior to entering the pool.
- i) The pool is closed during maintenance services.
- j) Patio furniture shall always be returned to its original location.
- k) No smoking within the enclosed pool area.
- l) Barbecues are not permitted in the pool area or sidewalks at the Clubhouse.
- m) Hanging or playing on lane divider is prohibited.
- n) Profanity, improper behavior, intoxication and vulgarity are prohibited.
- o) No toys, tubes or mattresses of any kind are allowed in the pool area except in special circumstances.
- p) Throwing objects such as baseballs, footballs, rocks, etc., is prohibited within the pool area.
- q) Only one restroom key will be issued to each household. Replacement keys and tags will cost \$15.00 each.

5) **Common Area/Lawn Area:**

- f) Games, use of towels, blankets, umbrellas and canopies are permitted.
- g) No tarps, barbecues, tents or flooring such as Slip n' Slides, toddler pools, etc.
- h) No activities that will damage the lawn are permitted.

6) **Guests:** It is the responsibility of each Member to accompany any guests to the pool areas. The number of guests should be limited so that other Members may have reasonable use of the pool facilities at all times.

7) **Children:**

- a) No one under the age of fourteen (14) may use the pool areas only if accompanied by an adult.
- b) No one in diapers is not permitted in the pool.
- c) Beginning swimmers and no-swimmers must stay in the shallow water.

**MEMBERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS. IT IS EVERY MEMBER'S RESPONSIBILITY TO OBEY THESE RULES. PERSONS WHO VIOLATE RULES MAY LOSE THEIR PRIVILEGES.**

8) **Enforcement:**

Fines: To ensure compliance with the above-mentioned rules, Owners may be fined in accordance with the fine schedule below. Fine amounts are to be set by the Board of Directors/Rules Committee based on the merits of each violation.

First Violation: Letter of Violation

Second Violation: \$50.00 Fine

Third or more: \$100.00 Fine

Fourth offense and each additional occurrence will be \$50.00 more than the previous fine imposed, not to exceed \$500.00 per offense. Offenses for separate rules will start at the warning stage.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, the Bylaws or the Association Rules, the Board/Rules Committee must act in good faith and satisfy the following requirements:

All such fines, penalties or suspension shall be levied