

ROSETTA CANYON COMMUNITY ASSOCIATION

Community Handbook

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ROSETTA CANYON COMMUNITY ASSOCIATION

Dear Homeowner:

The Board of Directors of Rosetta Canyon Community Association and The Avalon Management Group would like to welcome you to Rosetta Canyon! By working together, becoming involved in, and supporting your association, together we will be able to create the vibrant sense of community we all desire.

The Board of Directors has hired The Avalon Management Group to provide for our community's professional management requirements. Under the direction of our homeowner elected Board of Directors, Avalon's role is to run the day to day physical and financial operations of our community. Avalon is an Accredited Association Management Company (AAMC®). The AAMC accreditation demonstrates a company's commitment to providing the unique and diverse services community associations need. Avalon was established in 1983 and is well known for the successful relationships they have fostered with homeowners associations across Southern California. In our area, they specialize in the management of communities that are similar in size to Rosetta Canyon. Avalon is located close by at 31608 Railroad Canyon Road, Canyon Lake, 92587. They are also easy to get in touch with by calling (951) 244-0048. Our community is managed by Lana Hamadej, their Vice President who holds various professional designations such as PCAM and LSM.

As a chartered community association, we have governing documents; known more specifically as Covenants, Conditions, and Restrictions (CC&Rs), Bylaws, Articles of Incorporation, and Architectural Standards and Guidelines. These documents act in a similar fashion to a Constitution and provide a general framework for the protections and continuance of the community and its common element. When you bought into our wonderful community, you agreed to the terms of these documents, so we urge you to please take a moment to familiarize yourself with them. Understanding our community's "charter" and the responsibilities it grants to each homeowner will greatly enhance your experience living in Rosetta Canyon. These documents can also be accessed anytime by homeowners at www.myrosettacanyon.com.

Part of living in a community association such as Rosetta Canyon, is sharing in the duty to upkeep our vast common area. Each homeowner provides an equal share of this common expense. A budget is prepared annually and is distributed to each homeowner. Avalon Management provides a coupon book for paying your monthly assessment, and is pleased to also offer an automatic checking withdrawal (ACH). If you are interested in this value added service, or if you should have any other questions or concerns about your account, please contact Avalon at (951) 244-0048 or ar@avalonweb.com. You may also obtain a username and password to access your account and other association information.

Again, welcome to the neighborhood!

Sincerely,

Rosetta Canyon Community Association

**ROSETTA CANYON COMMUNITY
ASSOCIATION
COMMUNITY GUIDELINES**

General Rules

Introduction

The Community Guidelines established for **Rosetta Canyon** are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Declaration. All owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe at Rosetta Canyon.

General:

1. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property.
2. Trash must be stored in sanitary trash containers. However, trash containers may be set at curbside for a reasonable period of time on trash collection days (not to exceed twelve (12) hours before and after scheduled trash collection hours). Owners must store trash containers in the garage until scheduled collection times. Each owner shall at all times maintain adequate space in the garage for storage of trash containers.
3. Our CC&R's states that each owner shall at all times maintain adequate space in the garage for storage of trash containers. For the sake of property inspection, it shall be assumed that all containers that are out of sight from public view, are in fact in the garage.
4. Window coverings must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time. Window coverings should be harmonious with and not in conflict with the color scheme of the exterior wall surface of the dwelling. **Window air conditioning units are not permitted.**
5. All homeowners are required to install all of their rear yard landscaping within 12 months of close of escrow. Please refer to the Association Design Review Guidelines and Procedures for further information.

Holiday Decorations:

1. Holiday decorations are permitted on your lot; however, decorations of any type are not permitted in the common area. The common area includes, but is not limited to, stairways, trees, bushes or other landscaped areas maintained by the Association, etc. Any decorations found in the common area will be removed at the owner's expense.
2. All decorations are permitted up to one month prior to the holiday and must be removed within 15 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 15 of each year.
3. Homeowners should be considerate of neighbors when decorating for holidays.

Parking and Vehicle Restrictions:

1. Owners may not park, keep or store on any part of the property any Prohibited Vehicle except for brief periods during loading, unloading or emergency repairs. A resident may park a Prohibited Vehicle in the garage so long as the garage is kept closed and the presence of the Prohibited Vehicle does not prevent any Authorized Vehicle from being parked the garage at the same time. In addition, boats, trailers and recreational vehicles may be parked in the side yard of the property so long as it is screened from view of the streets with screened gates no wider that 12 ft. and an approved driveway extension on a paved concrete surface (see Design Review Guidelines Amendment, December 9, 2010, hardscape/driveway extensions and Gates and Parking and Vehicular Restrictions on page 17 of the CC&R's). Approval of the following documents is needed: 1. Architectural Request Form, 2. Recreational Vehicle Request Application.
2. Prohibited vehicles are defined as the following:
 - a. Recreational vehicles (e.g. motorhomes, travel trailers, camper vans and boats),
 - b. Commercial type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines),
 - c. Buses or vans designed to accommodate more than ten (10) people, Vehicles having more than two (2) axels,
 - d. Trailers, Aircraft, Boats
 - e. Inoperable vehicles or parts of vehicles.

*If a vehicle classifies as both an authorized and a prohibited vehicle, it will be classified as a prohibited vehicle, unless expressly classified as an authorized vehicle, in writing, by the Association.
3. No repair, maintenance or restoration of any vehicle may be conducted in the community except wholly in the garage with the garage door closed or rear yard screened from view by other Lots or Common Area. No person may carry on in any portion of the Properties any vehicle repair, maintenance or restoration business.
4. Garages shall at all times be maintained in such a way as to accommodate the number of Authorized Vehicles for which it was originally constructed by Declarant.
5. Garages may not be used for office space, workshops or converted for living, recreational activities or businesses.
6. Garage Doors must be kept closed except as necessary for entry or exit of vehicles or persons.

Pets:

1. Pets are to be confined to units and must be on a leash at all times when in the common areas.
2. Number of pets is in accordance with the City of Lake Elsinore's "Pet Ordinance" (3) per household. This limits pet type to common domestic dogs, cats, birds. Only (3) per household is allowed. Animals that are generally considered livestock (such as, but not limited to, cows, sheep, goats, pigs and chickens) or other non domestic pets (such as but not limited to deer, kangaroos, badgers, raccoons, ferrets) are not allowed by law. If an owner is granted an exemption from this law by the state, county, or other agency, the owner must also ask and be granted an exemption by the Association.

3. Residents are responsible for any damage to the common areas caused by their pets. They may be assessed and/or penalized by the Board of Directors.
4. Pet owners must **pick up after their pets** on **all** community property including, but not limited to streets and landscape. Any resident not complying with this provision may be subject to special assessments.
5. Cats or other small pets are not permitted to roam in the common area.
6. Animals may not be raised, bred or kept for any food or commercial purposes.
7. Any person bringing an animal upon or keeping an animal in the community shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.
8. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, constitutes a nuisance to other owners.

Satellite/Antennae Restrictions:

1. If you would like to install a satellite dish device, you are required to fill out the “Satellite Installation Notification Form” PRIOR to installation of the device.
2. The Satellite Installation Notification Form must be mailed or faxed to Management PRIOR to the installation of the device. **Approval is not required provided you comply with ALL of the requirements stated below.**
3. **If you are unable to comply with the policy set forth**, you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board of Directors in a timely manner.
4. The device may not exceed one (1) meter in diameter.
5. The device should be located as far out of view as possible and should be installed either on the side or rear of the residence.
6. All wires and cables must be securely mounted on the home and may not hang or dangle.

Signs:

1. No sign may be larger than eighteen inches (18”) by thirty inches (30”) in size.
2. One (1) sign advertising the home for sale or lease is permitted
3. After a property has closed escrow, the “for sale” sign must be removed within fifteen (15) days.
4. One (1) address sign is permitted per home and one (1) sign advising of the existence of security services protecting a Lot is permitted.
5. Declarant is exempt from all signage rules.

Noxious Weeds:

1. Noxious weeds are prohibited to be grown on the owner's property, whether planted or freely sprouted.
 2. Noxious weeds are defined by the California Department of Agriculture, and have new additions added every year. A list can be found at the California Department of Agriculture website.
 3. Some well known and prevalent species include, but are not limited to Tamarix, Yellow Starthistle, Purple Loosetrife, Pampus Grass, Mexican Fan Palm and Wild Tobacco.
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Violation and Fine Procedure

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Final Notice” advising the homeowner to comply. Then, if the violation is still not resolved, a “Notice of Hearing” will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note the Board may determine that a “Notice of Hearing” is appropriate to send to the homeowner as the second letter, instead of a “Final Notice”, when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may take any of the following actions:
 - a. Suspend the homeowners voting privileges.
 - b. Submittal of the matter to the Association’s legal counsel for further action. Such action will take place in accordance with California Civil Code 1354.
 - c. Levy of a special assessment or penalty in the amount as outline in section 5 below.

5. The penalty schedule is a follows:

Minor Violations:

First violation:	\$ 100.00
Second violation (same infraction):	\$ 200.00
Third violation and subsequent violations (same infraction):	\$ 300.00

Major violations: \$ 200.00 each month
(i.e. Failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.)

Hardscape Installation: \$1500.00 per occurrence

- a. Failure to obtain Design Review Committee (DRC) approval prior to the installation of concrete and/or paved services in any area.
- b. Covering of more than 50% of the front yard with concrete and/or paved surfaces.

*Please note: Special Assessments may be imposed for specific violations outlined in the Association’s Governing Documents.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different residential unit owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute in compliance with the neighbor to neighbor dispute resolution policy.

**ROSETTA CANYON COMMUNITY
ASSOCIATION
DESIGN GUIDELINES**

Design Review Guidelines and Procedures

I. Objective:

The objective of the Design Review Committee is to facilitate the evaluation of proposed improvements for each residence in order to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each individual family.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed improvement must first comply with any and all CC&R requirements, as agreed, as well as local codes and ordinances. Approval by the Association does not, however, constitute a representation or warranty by the Association that the proposed improvements comply with local codes and ordinances.

While consideration may be given by the Architect, with regard to the obstruction of any homeowner's view, the documents specifically do *not* protect any homeowner's view, and protection of any such views may or may not be considered when approving a proposed Improvement. Such consideration is solely at the discretion of the approving architect.

These Design Review Guidelines and Procedures are in no way an attempt to dictate the character of the design program, but rather to assure that the design program takes into consideration any obstructions and/or adverse effects to surrounding neighbors.

II. General Guidelines:

1. You may not modify, alter, build or construct any improvements to your Residence until you have submitted plans and specifications and obtained written approval from the Association's Design Review Committee (DRC) or Board of Directors. Review and approval by the Association is based on aesthetics only.
2. Improvements requiring approval prior to installation include, but are not limited to, any patio cover, landscape, hardscape, and structural changes, etc.
3. The DRC has 45 days to approve or deny any application. You may check the status of your application online. As details of the approval or denial may not be viewed online work may not begin prior to receiving the written approval. All approvals or denials must be in writing.
4. The DRC or Board of Directors has the right to inspect any improvement after completion.
5. Views are not protected.
6. Refer to the CC&Rs and Association Rules for more detailed descriptions on items that require approval.

III. Fees and Deposits:

1. The Association reserves the right to utilize an outside consultant for review of all architectural requests. All fees, costs and expenses associated with the consultant and application process will be borne by the applicant.
2. The Board and DRC reserve the right to require additional deposits for certain types of construction. Such deposits are required 60 days prior to commencement of any work.

IV. Plan Submittal and Re-Submittal:

1. Three (3) sets of plans, specifications, drawings and other pertinent information must be submitted with the "Architectural Request Form" at least 45 days in advance of the anticipated start of the project. Please refer to the Submittal Requirements section of these guidelines.
 - a. List all materials, dimensions, quantity and finishes.
 - b. Indicate method of installation or application of the material if applicable.
 - c. Plans shall be drawn to scale.
 - d. Patios, list height at front and back of patio.
 - e. Photos are helpful to the Design Review Committee.
2. All technical and engineering matters are the responsibility of the owner.
3. **Fees: Upon the request of the Association you may be required to submit a \$75 check made payable to the Association in addition to your submittal package for front or rear yard review; or a \$100 check for review of front and rear yard which will be paid to the architect if the DRC committee feels the scope of the project needs an opinion. You will not be charged a fee if the DRC committee reviews your submittal. Incomplete submittals will be returned to the Owner and denied.**
4. Construction Drawings: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
5. **If your Residence has any restrictions, it is your responsibility to ensure you are abiding by those restrictions. The Association (DRC or Board) can not approve or supersede any type of restriction on your Residence; therefore, if such restriction is accidentally approved it is the Owner's responsibility to advise of such and approval for such plans will be deemed denied by the Association.**
6. If plans are denied by the DRC, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional 30 days if changes are substantial. If you are not satisfied with the denial or request for changes, you have the right to appeal the DRC decision to the Board of Directors. You must submit your request, in writing, to appeal the DRC's denial, within 30 days of the denial by the DRC. Your request will be placed on the agenda at the next scheduled regular board meeting session. The Board will review your request at that time.

V. Contractor and Installation Guidelines:

1. All contractors must adhere to the Association Rules and Design Review Guidelines.
2. Owners are responsible for ensuring that all sub contractors and workers are informed of the proper procedures.
3. All contractors must be licensed, insured and have all applicable certifications or special licenses for the type of work being performed.
4. All Owners are responsible for any damage caused by their contractor or their employees.
5. In order to avoid damage to right of way, discharge of pollutants, and erosion, Owners and their contractors are not permitted to stage, place or stockpile landscaping or construction materials on streets, sidewalks, curbs or driveway aprons at any time.
6. All materials and equipment used for construction or landscaping purposes must be stored or used solely within the boundaries of such Owner's Lot.
7. Owners and their contractors are required to comply with all federal, state and city storm water treatment and discharge regulations and are required to control and treat any such permitted discharges within the confines of their own Lot. Toilets, sand, construction material and/or other related items are not permitted on the street or sidewalk.
8. Contractors are required to clean up each day after construction by sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All local Best Management Practices for Storm Water Pollution must be strictly followed.
9. Contractors and/or other service providers may not trespass onto any other lot without said lot's written permission.
10. Construction trailers or equipment may not be stored overnight on the streets or on any lot.
11. All trash dumpsters used during construction and installation of improvements must have a cover placed on them. Please have the trash dumpster covered at all times, except of course when you are dumping materials into the trash.
12. Sand bags or other erosion or sediment control devices installed by Declarant during initial construction should not be removed until Owner's lot is landscaped and the planting is established. All broken sand bags must be removed immediately and replaced.
13. Homeowners are responsible for ensuring that no runoff from the Owner's lot occurs and each Owner is required to take action reasonably necessary to prevent any runoff.

SUBMITTAL REQUIREMENTS

Plan requirements for all submittals:

Completed "Architectural Request Form"

Completed "Neighborhood Awareness Form"

Date on plans

Three (3) complete sets of plans

House/Property street address & phone number

House/Property lot and tract number

Proper scale (Site plan @ 1/8" - Floor plans @ 1/4" - Elevations at 1/8" - Landscape @ 1/8")

Name, address & phone number of entity who prepared the drawing

If applicable, RV or Paint form

Special note - see end of list

Site and/or Landscape Plan:

Show all property lines accurately as to length, angles and amount of curve.

Show existing building(s)/structure(s)

Show existing walls, fences, gates, sidewalks, paving, planters and other constructed or hardscape elements which impact the design

Show all applicable utilities & improvements

Show proposed planting areas

Show proposed decks, fences, walls, stairs, trellises, arbors gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting.

Plans for proposed fence and wall drawings shall note materials, colors and heights.

Heights shall be noted relative to the immediate ground elevation.

Pools and spa plans shall include the locations, size and sound mitigation treatment of all mechanical equipment.

Dimensions (In feet and inches)

Grade changes

Location of new area drains and drains pipe routing

Grading & Drainage Notes

Construction Notes

Walls, fences, gates, screens, etc.

Trellises, overheads, etc.

Fountains, ponds, pools, spas, etc.

Barbecues, fireplaces, fire pits, etc.

Mechanical equipment including all motors, pumps, filters, controllers, timers, compressors & air conditioner condensers, etc.

Lighting fixture locations, heights & sizes with bulb type & wattage

Exterior lighting to be indirect and shielded from adjacent properties. All lights must be compatible with house design and should be simple in design & color. No exposed wires or cables.

Photos of project site depicting existing site conditions and adjacent property relationships.

Show elevation of existing adjacent grade

Special note - see end of list

Exterior Elevations:

Elevations of existing and proposed architectural elements with roof slope pitches

Ridge heights

Note all finish materials, colors and textures of proposed work.

Note if proposed finishes and material are to match existing finishes and materials.

Color & material board clearly depicting materials and/or colors that differ from existing.

Exterior materials, trims, detailing and finishes

Special note - see end of list

Floor Plans:

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

Floor plans of existing and proposed room layouts with horizontal dimensions and all features that affect the exterior - windows, doors, overhangs, etc.

Show dimensions of proposed work and related existing work and indicate relationship

Delineate all parts of the exterior that cannot be shown on elevation drawings

Clearly identify proposed new work areas and differentiate existing work areas from them

Special note - see end of list

Roof Plan:

Show all existing and proposed roof surfaces, noting pitches and overhangs.

Call out existing and proposed roof materials and colors

Ridge heights

Special note - see end of list

Mechanical and Solar Energy Plans:

Show all mechanical devices exposed to the exterior including solar collectors, storage tanks, piping, and other distribution and collection components

Devices are integrated into the roof design and flush with existing roof slope

Frames are colored to complement roof

No natural aluminium frames

Mechanical equipment screened

Special note - see end of list

GENERAL DEVELOPMENT GUIDELINES

Heights:

Maximum height of the occupied area of all other structures including patio structures, trellises and gazebos shall be limited to ten (10) feet.

All portions of proposed structure that are decorative and unoccupied and exceed the twelve (12) feet limit are subject to review and may not be permitted

Vertical trellises, trellage, grills or small arbors are not any higher than seven (7) feet

Element does not exceed the height of the adjacent property line fence/wall or six (6) feet, whichever is less

Freestanding fireplace chimney does not exceed six (6) feet in height.

Special note - see end of list

Fences and Walls:

Existing fences/walls are not removed or modified

No double walls constructed side by side

Fences, walls and gates are no more than six (6) feet or are the same or less in height than the existing fence/wall

Retaining walls blend in and compliment style of home

Planter walls blend in and compliment style of home

Drainage system provided near wall footing

No exposed wooden fences with the exception of lattice screens or trellage are viewed from public place

Material, color & texture to be compatible w/ existing house (no uncovered concrete block)

Maximum height is 6 feet above adjacent grade or equal to or below the height of existing walls.

Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns

No uncovered concrete block

Special note - see end of list

Door and Window Coverings:

No screen door on front or main entry door

No aluminium or metal awnings or covers over windows or patios

No aluminium foil, paint, sheets, newspapers, or other unsightly covering on windows

Special note - see end of list

Garage Doors:

Garage door is compatible in design and color with house.
Garage door is simple in design and color (no ornate decoration).
Special note - see end of list

Exterior Lighting:

Lighting fixture locations, heights & sizes with bulb type and wattage noted on plan
Lighting is indirect and shielded from adjacent properties
Lighting is compatible with house design and is simple in design and color
No exposed wires or cables
No exterior lighting placed so as to cause an unreasonable glare or illumination on any other private property or common area
Lamp source is not high-pressure sodium, metal halide or other inappropriate type
Special note - see end of list

Patio Covers, Gazebos, Trellis and Sundecks:

Provide exterior elevations of all proposed structures including trellises, gazebos, and shade structures
When proposed improvement is attached to existing home, show the existing elevation in relation to the proposed improvement.
Trellis posts shall be located a minimum of 5 ft. and overhangs a minimum of 3 ft. from existing side or rear yard walls or property lines, whichever is the more restrictive
Square footage is in proportion to the yard (is not more than 50% of rear yard area).
Trellis height is not to exceed ten (10 ft.) above existing finish grade.
Peaked or sloping roofed gazebos are not to exceed twelve (12 ft.) above the existing finish grade to the uppermost height of the roof
Design, color, finish and detailing must be consistent with the existing house.
Columns may be stucco or wood. (4x4 wood posts must have wood trim to appear wider and more substantial) No exposed metal posts permitted
Any design features incorporated into the patio cover, gazebo, trellis and/or sundeck must be compatible in appearance with the existing house and surrounding community
Side elevation not enclosed, except for hand or guardrail or portion of existing dwelling
Special note - see end of list

Sundecks, Balcony, Open Porch, Etc. Attached to House at Second Floor

Level Height:

No sundeck on or over any portion of a second story roof
Floor height does not exceed existing second floor living level
Sundeck is directly accessible from living unit levels
Railing is appropriate to architecture (no horizontal pipe rail)
Special note - see end of list

Exterior Stairs:

Location, material and color is compatible with existing house.
Stair supports are designed as integral parts of house.
Spiral stairs are compatible with architecture of house.
Special note - see end of list

Awnings:

Awnings are compatible in color and design with house.
Awnings are simple in design and color.
Awning size, location and form are in scale with the window.
Special note - see end of list

Playground Equipment:

Basketball backboard is compatible with house design and is painted to match adjacent surfaces. (No clear backboards)
Equipment does not exceed twelve (12) feet in height
Play equipment can exceed perimeter wall height if screened from view with landscaping and color subdued.
Play equipment must be located on private property
Special note - see end of list

Flagpoles:

Flagpoles must be compatible with the color and scale of the house.
Special note - see end of list

BUILDING MATERIAL STANDARDS

Exterior Building Walls:

Utilized resawn wood trim to match existing trim, fascia, or barges
Paint color and finish of trims, fascias, barges and doors matches existing
Stucco color and texture matches existing
Exterior cover material is consistent and continuous on building walls
Special note - see end of list

Window and Door Openings:

Openings are located and detailed in a manner consistent with existing treatment
Special note - see end of list

Window Glazing, Tinting and Shading:

Glass tinting and shading is consistent with existing treatment
No reflective glass films and/or plastic roll up shades are proposed
Special note - see end of list

Diverter:

Galvanized iron or aluminium diverters are painted to match roof vents or roof material
Special note - see end of list

Roofs, Flashing and Vents:

Roofing material matches existing roofing material
Built up roofing material on flat areas matches existing roof
Roof pitches match existing
Roof vents and flashing are painted to match roof color or existing vents
Special note - see end of list

Gutters and Downspouts:

Gutters and downspouts are painted to match house color or trim
Special note - see end of list

Wrought Iron and Tubular Steel:

Wrought iron or tubular steel is galvanized or bonded prior to applied finish color
Wrought iron or tubular steel matches existing
Special note - see end of list

LANDSCAPE REVIEW ITEMS

Front Yards:

Paving materials to be compatible with house color & style.
A 3 ft. wide planting area remains at the back of the sidewalk.
Walkway to front door does not exceed 1/3 of the frontage of the front yard (clarify condition - i.e. establish percentage of softscape and landscape)
If visible from the street or adjoining property, pre-cast “scallop” planter blocks (in concrete or bricks) are prohibited.
Special note - see end of list

Trees:

Trees installed by original builder is retained

Be appropriate selection based upon ground space, horizontal and vertical clearance at reasonable level of maturity.

Minimum 2 each 15 gallon trees in front yard and 3 each 15 gallon trees on corner lots

(Sago Palms and Pygmy Date Palms do not satisfy this requirement)

Special note - see end of list

Shrubs, Ground Cover & Turf:

Botanical & common names of proposed plant material

Plant sizes & locations on the plans

Be appropriate, selection must based upon ground space, horizontal and vertical clearance at reasonable level of maturity.

100% of planting area covered by plant material, and/or shredded bark, or rock material

No large areas of bare earth

Shrubs to be planted at the base of the house, walls and fences visible from street

Corner lot side yard area between fence/wall & walk to be planted with lawn, ground cover, shrubs and/or vines

Rock Ground Cover: If decomposed granite or other landscape rock is used, it must be of an "earth tone" color and not white, green, blue or other bright colors. Artificially colored rock(s) or granite is prohibited. River rock shall be one (1) to six (6) inches in diameter and not cover more than fifteen percent (15%) of the front yard landscaping. All rock area shall be treated with a pre-emergent weed control at regular intervals to retard weed growth. Planting under liner is discouraged.

Special note - see end of list

Artificial Turf:

All requests for the installation of artificial turf must be accompanied by a plan that clearly indicates the location and size, in square feet, of the total landscape area and the total proposed area of artificial turf installation. On the plan, please include the common name of the plants to be used and indicate where they will be placed. Also include a non-returnable sample of the turf, product specifications and installation details that *clearly* indicate the quality of the product; installation techniques and proper drainage. Artificial turf shall be installed as a permanent improvement and shall be integral to the landscape theme of the yard. The artificial turf product shall have a porous backing and shall be installed on a layer of compacted aggregate (such as decomposed granite) in order to facilitate drainage. The artificial turf shall meet the requirements of California Proposition 65. Artificial turf installations must be installed meeting the manufacturer's installation requirements. *Artificial turf installations that do not meet these requirements shall not be permitted.*

Artificial turf, like real turf, requires regular maintenance. Organic matter, such as leaves, shall be regularly removed. Pet feces shall be regularly removed and the turf shall be hosed or washed off in order to eliminate pet odors.

Landscaping of the remaining yard shall consist of 100% living plant material or other 100% natural material (see Rock and Ground Cover above.)

Homeowners are free to choose the manufacturer, however, all products must meet the above specifications and must be **approved by the Rosetta Canyon DRC before installation.**

Special note - see end of list

Sprinklers:

Irrigation: All landscaping is to be irrigated by means of an underground irrigation system. A drip system for trees and plants is encouraged for water conservation. Pop-up sprinkler heads are encouraged for use in the turf areas.

Irrigation head layout shown on plan.

Overspray shall not contact neighboring dwelling unit, property line walls/fences, or off of property.

Special note - see end of list

Thematic Landscape Features:

No mirror balls, pink flamingos, statues, sculptures, Astroturf, gravel yards in front yard areas visible from street

Except for patio covers/trellises and gazebos, no landscape feature (wall, fence, statue, sculpture, waterfall, fountain, etc.)

shall exceed the height of the perimeter wall or 6 feet above the lowest immediately adjacent grade, whichever is less.

Special note - see end of list

Visible to the Street Garden Walls & Planters:

Material, color & texture to be compatible with existing house (no uncovered concrete block)
Maximum height is 6 feet above adjacent grade. Vines and shrubs encouraged to soften appearance
Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns.
Soil not to be retained against wall unless designed to do so.
Simple in design and color compatible with house.
Metal fences to have horizontal top rail and vertical posts without decoration
Maximum height is 5 ft. 6 in. and must be equal to or below the height of existing walls
Solid wood fences are permitted and must be painted compatible with the house, if visible from the street in a color
No chain link, poultry wire, woven wire, aluminium, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope
and other similar temporary or commercial materials are permitted
No uncovered concrete block
Special note - see end of list

Water Features - Spas, Pools, Reflecting Pools, Ponds and Fountains:

Must not damage existing walls or fences
All equipment must be completely screened from off-site view.
All equipment noise impact on neighbors must be minimized with sound attenuation devices (i.e. masonry walls, metal enclosures, etc.)
All solar collectors must be designed and located to be unobtrusive. Colors must be compatible with the house. All supports and piping must be enclosed or screened from view.
Construction of Water Features must not disturb the neighbor's yards, property or improvements.
Construction of Water Features must not disturb the Project's Homeowners Association property or improvements
Construction of Water Features must not disturb the Master Association's property or improvements
Special note - see end of list

Drainage:

All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per foot with a slope of 2% or 1/4" per foot preferred.
All drain pipes must drain at a minimum of 1/2% or 1/16" per foot with a slope of 1% or 1/8" per foot preferred.
All grades in plant beds must be held a minimum of 6 inches below adjacent finish floor and 4 inches below the adjacent metal house screed
All grades in plant beds must be held a minimum of 6 inches below the top of adjacent planter or retaining wall.
All plant bed grades adjacent to existing walls or fences are not to be changed
All finish surfaces of paving elements are to be held below the adjacent metal house screed
All plant beds and paving are to slope and drain away from the house
Utilize domed grates on catch basins in plant bed areas
Special note - see end of list

Hardscape:

All additional concrete and or paved surfaces in any areas must be approved by the Design Review committee or a fine of \$1500.00 will be imposed. **The combined width of all concrete and/or paved surfaces in the front yard shall not exceed 50 percent of the total width of the front yard.**
Special note - see end of list

Driveway Extension:

Driveway extensions will be reviewed for approval and will be considered on a case-by-case basis provided the following conditions are met:
Only driveway extensions located in the side yard of the property will be considered and they must match or be earth tone and compatible with the look of other paved surfaces on the property.
Submittals must include a plot map with exact lot dimensions and the location and dimensions of the proposed extension.
The total parking area may not exceed fifty percent (50%) of the lot width (existing plus extension) as measured at its widest point, whichever is less.
All extensions must end one foot from the side property line. The area between the extension and the lot line must be landscaped with the same ground cover used in the front yard or a material approved by the Design Review Committee.

Driveway Extension Continued:

Colored epoxy painting of paved surfaces is prohibited. Clear sealant or like material may be allowed, but still must be approved by the Design Review Committee.

Oil pans, carpet, boards or any other object used to collect oil spills from driveways are prohibited.

Special note - see end of-list

Gates:

All requests for additional gates or gates other than that which were offered by the original developer of the lot/home must be submitted for architectural approval.

Placement of gate(s) must be approved by the Committee.

Upon submittal and approval double screened gates, no wider than 12 ft, may be installed to allow wider access to rear yards.

Metal Gates must be painted to match the fence or accent house color with approval from the Committee. Design, color, finish, and detailing must be consistent with existing house and requires approval.

Gates must be covered in a “fine mesh” or solid surface as to not allow for a view into the rear yard from the street.

Special note - see end of list

Special Note from Previous Sheets:

- 1) Do not change the grade adjacent to existing walls & fences
 - 2) During the installation process, follow the “Drainage” guidelines found on the above list.
 - 3) Air conditioning units may not be installed in windows. If units are to be relocated HOA and City approval is required prior to work commencing.
 - 4) Design review approval does not constitute County of Riverside or City of Lake Elsinore approval. Please contact County agency for submittal requirements.
 - 5) All Excavation Restrictions must be strictly followed. These are outlined in the CC&Rs.
-

House Painting Review Procedures

1. Ten approved, numbered Home Depot Behr paint color scheme renderings have been developed for color compatibility with adjacent homes and are available at the Avalon Management's office. The color scheme renderings include all of the approved paint colors. If you would like to substitute a different paint color from the approved color selection write the name of your selection on the form when you submit it, e.g. porch columns. The pattern 1-5 must be followed (e.g. 3. ACCENT (window sides & front door). If your home has a wood patio, trellis, indicate the color chosen to paint the posts.
2. Residents of Rosetta Canyon can go to the Home Depot ProDesk for the purchase of exterior and/or interior Behr paint and primer and Kilz primer but not for paint supplies and receive a 10% discount.
3. Paint samples (8 oz.) can be purchased to try out your new color before ordering large quantities.
4. If painting your home the same colors, submit the Exterior Paint Application form, a photo of the front, side and rear of your home. The original pattern of colors must be followed.

Submittal Procedure for Painting with Approved Color Schemes:

1. Photos of the front, back and side along with any additional structures (trellises, gazebos, etc.)
2. Exterior Paint Application form.
3. If following the pattern on the approved paint schemes **without any changes**, DRC approval is not required.

Submittal Requirements for Color Change:

1. Photos of the front, sides and back of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.
2. Color swatches of the colors to be used and where.
3. Photo or plan marked up to indicate which color is to be applied to which surface.
4. Justification statements.
5. Exterior Paint Application form.

NOTE: IF ALL REQUIREMENTS ARE NOT PROVIDED WITH SUBMITTAL, SUBMITTAL WILL BE RETURNED AND WILL BE DEEMED INCOMPLETE AND UNACCEPTABLE.

*If existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.

Review Elements:

- Appropriateness of color scheme to architectural style.
- Color tone and intensity in keeping with overall neighborhood.
- Color tone and intensity in keeping with size of home and separation from neighbors.
- Color compatibility with adjacent homes.
- Does not repeat color scheme of an adjacent home for six (6) homes away.

**ROSETTA CANYON COMMUNITY
ASSOCIATION
FORMS**

ROSETTA CANYON COMMUNITY ASSOCIATION

ARCHITECTURAL REQUEST FORM

Return to: Rosetta Canyon Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587

Phone: (951) 244-0048 Fax: (951) 244-0520

Email: Rosetta@avalonweb.com

Name: _____ Date: _____

Property Address: _____ Date Home Purchased: _____

Mailing Address (if different from above): _____

Email Address: _____

Home Phone: _____

Business Phone: _____

Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail: _____

II. Neighbor Advisement

With your submittal, please include three (3) copies of the neighbor notification form, signed by any neighbors that will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring lots, which may be visually impacted by your improvement(s) from their rear yards' 2nd story windows.

III. Documents Required for Submittal

- Three (3) separate drawings which should include all dimensions, design, color, and materials. Location of drains must be included in the drawings as well as location of plants and their common names (not Latin names). Include photos of proposed work areas "as is".
- Three (3) sets of this application form
- Three (3) copies of the completed neighbor notification form.
- Do not submit unless requested by Association. \$75.00 Architect review fee made payable to the Association for review of the front or rear yard; or \$100 fee for review of the front and rear yard.

Homeowners Signature: _____ Date: _____

By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make to my property.

ROSETTA CANYON COMMUNITY ASSOCIATION

NEIGHBOR AWARENESS FORM

(Owner to Complete)

NEIGHBOR AWARENESS - The intent is to advise your neighbors who own property adjacent to your lot (property) line or unit. Neighbors must sign this form and may add their comments or concerns in the space provided below OR may independently submit their comments or concerns in writing.

Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Common Area or Back Yard - Rear of Home

Adjacent Neighbor	
Name _____	
Address _____	
Signature _____	Date _____



Adjacent Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Your Street - Front of Home

Facing Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Facing Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Facing Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

NEIGHBOR CONCERNS OR COMMENTS:

ROSETTA CANYON COMMUNITY ASSOCIATION

NOTICE OF COMPLETION FORM

This form must be completed and returned to the Association within 30 days after the approved improvements have been completed.

Name: _____ **Date:** _____

Property Address: _____

Mailing Address (if different from above): _____

Email Address: _____

Home Phone: _____

Business Phone: _____

Mobile Phone: _____

Summary of Completed Improvements:

Attachments (check box to indicate they have been enclosed):

Copies of photographs of all improvements included. Please note that Notice of Completion form is not complete if photographs of improvements are not enclosed.

Signature: _____ **Date:** _____

By signing this form, the homeowner is stating that improvements completed have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the community's architectural guidelines.

Return form to:

Rosetta Canyon Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587

Phone: (951) 244-0048 Fax: (951) 244-0520

Email: Rosetta@avalonweb.com

ROSETTA CANYON COMMUNITY ASSOCIATION

EXTERIOR HOME PAINTING APPLICATION

Return to: Rosetta Canyon Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587

Phone: (951) 244-0048 Fax: (951) 244-0520

Email: Rosetta@avalonweb.com

Date: _____

Owners Name: _____

Property Address: _____

Day Phone: _____ **Evening Phone:** _____
(Area Code) (Area Code)

E-Mail: _____

Proposed Starting Date: _____ **Proposed Completion Date:** _____

Color scheme number selected: _____

1.) BODY: _____

2.) TRIM (Eaves and Window/Top/Bottoms): _____

3.) ACCENT 1 (Window Sides & Front Door): _____

4.) ACCENT 2 (Garage Doors): _____

5.) PORCH COLUMNS (Wood): _____ **PORCH RAILINGS:** _____

NO FEE IS NECESSARY FOR THIS APPLICATION.

PLEASE NOTE: If repainting the exterior of the dwelling the SAME as the ORIGINAL COLOR the above color schemes must be followed (e.g. ACCENT 1: Window Sides and Front Door) and numbered paper paint samples submitted of the colors with a photo of the front and side of the house. The new paint color scheme must not match that of immediate homes for a distance of six homes away.

Paint color changes require approval of the Design Review Committee. Complete the Home Painting application include of front/side of home.

When painting is complete, please submit Notice of Completion form and a photo of front and side.

Signature of Member: _____ **Date:** _____

Return form to:

Rosetta Canyon Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587

Phone: (951) 244-0048 Fax: (951) 244-0520

Email: Rosetta@avalonweb.com

ROSETTA CANYON COMMUNITY ASSOCIATION

RECREATIONAL VEHICLE PARKING APPLICATION

Return to: Rosetta Canyon Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587

Phone: (951) 244-0048 Fax: (951) 244-0520

Email: Rosetta@avalonweb.com

Please Note: This parking application is for approval of RV's that the Architectural Request form for screened gates, driveway extension and concrete area has been approved by the Design Review Committee/Board of Directors. If the Architectural Request form hasn't been approved, please include it with the Recreational Vehicle Parking Application.

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Email Address: _____

Home Phone: _____

Business Phone: _____

Mobile Phone: _____

Vehicle Information:

Make: _____

Model: _____

Type of Vehicle: _____

Dimensions: _____

Color(s): _____

I understand that any approval for the parking or storage of a boat or RV is specific to a particular vehicle parked in a particular location as approved by the Design Review Committee or Board of Directors. Any change in the vehicle to be stored in the designated area requires written approval by submitting another application for parking a different vehicle.

Signature: _____ Date: _____

Board of Directors Use Only

RV Parking Approved

Conditions of Approval

RV Parking Denied

Comments:

Signature: _____ Date: _____

ROSETTA CANYON COMMUNITY ASSOCIATION

VIOLATION REPORT FORM

Return to: Rosetta Canyon Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587

Phone: (951) 244-0048 Fax: (951) 244-0520

Email: Rosetta@avalonweb.com

Violation information

Please provide the name (if known) and address of the home where the violation is alleged to be taking place.

Name(s): _____

Address: _____

Summary of alleged violation(s):

On what days and at what times does the violation usually take place?

Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then a signature of an additional homeowner representing a separate unit/lot, within the community, may be required to initiate the Association's violation procedure. **You must include your name and address in order to have this form processed.**

Your name: _____

Address: _____

Phone: _____

Additional Homeowner name: _____

Address: _____

Phone: _____

ROSETTA CANYON COMMUNITY ASSOCIATION

NOTICE OF SATELLITE DISH INSTALLATION

Return to: Rosetta Canyon Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587
Phone: (951) 244-0048 Fax: (951) 244-0520
Email: Rosetta@avalonweb.com

Name: _____ Date: _____

Address: _____

Home Phone: _____ Business Phone: _____

Satellite Dish Agreement:

I, _____ (Insert Your Name), have read the satellite installation procedure for the Association and agree to install the device per the requirements. The device will be installed on _____ (Insert Install Date). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature: _____ Date: _____

Board of Directors Use Only

In Compliance

Not In Compliance

Corrections Required:

Signature: _____ Date: _____

**ROSETTA CANYON COMMUNITY
ASSOCIATION
ADDITIONAL POLICIES**

Neighbor to Neighbor Dispute Policy

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the Rosetta Canyon Community Association on November 4, 2004. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Rosetta Canyon Community Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area (example include, but are not limited to, parking, noise, animals).
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

**THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN
NEIGHBOR TO NEIGHBOR DISPUTES**

Policy Statement for Open Forum and Board Meeting Conduct

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the corporation.

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 1363.05(i), we've set aside a period of time at the each Board meeting (called Open Forum), for the homeowners to address the Board.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board or fill out the “request to address the Board” form and wait for your name to be called.
2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.
4. Please don't interrupt others while they are speaking.
5. Maintenance related items are to be directed to Avalon Management by calling or writing (Open Forum is not the proper venue to report maintenance items.)
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board meeting is a meeting of the Directors of the Corporation.
2. As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and with Management, if needed).
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least a month before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

ASSESSMENT COLLECTION POLICY AND STANDARDS FOR PAYMENT PLANS

Effective 2011

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5310(a)(7), and payment plan standards consistent with CC §5665

- 1) **Due Dates:** Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
- 2) **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §5650(a).) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§5650(b); 5650(a).)
- 3) **Late Charges:** Unpaid assessments are delinquent 15 days after they are due. CC §5650(b). A late charge of \$10.00 will be charged for any assessment which is not paid in full within 15 days of the due date. CC §5650(b)(2).
- 4) **Interest:** Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. CC §5650(b)(3).
- 5) **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
- 6) **Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee of \$12 for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
- 7) **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). CC §5260(b)) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.
- 8) **Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 15 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §5855 and Corporations Code §7341.

The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §4510).

- 9) **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §5660 by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.
- 10) **Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy adopted pursuant to CC 5660. (CC §1367.1(a)(5).)
- 11) **Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665 In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth herein below.
- 12) **Standards for Payment Plans:** Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §5665).
- 13) **Lien:** If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §5675) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §5673).
- 14) **Notice of Recordation of Lien:** A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5675(e).) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.
- 15) **Dispute Resolution:** Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party

pursuant to CC §5705, et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

- 16) Foreclosure of Lien:** The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.
- 17) Notice to Owner of Decision to Foreclose:** If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address.
- 18) Release of Lien Upon Satisfaction of Debt:** Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685(a))
- 19) Right to Inspect Records:** Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.
- 20) Association's Addresses:** The mailing address for overnight payment of assessments is:

Regular payments:

Association Payment Processing
c/o Avalon Management
P.O. Box 52982
Phoenix, AZ 85072-2982

Mailing Address for overnight payment of assessments, notices and requests:

Rosetta Canyon Community Association
c/o Avalon Management
31608 Railroad Canyon Road
Canyon Lake, Ca. 92587

- 21) Association's Right to Collect by Any Lawful Means:** Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

Rosetta Canyon Community Association
Voting and Election Rules and Procedures (Amended and Restated)
(Civil Code Section 5105)

Adopted: January 9, 2020

1. **Introduction.** The Association will utilize the secret ballot process described herein for election and removal of directors, assessments that require a membership vote, amendments to the governing documents that require membership approval, prior to granting exclusive use of the common area where required by Civil Code Section 4600, and any other matters where the secret ballot process is required by law.
2. **Opportunity for Internal Dispute Resolution ("IDR").** Any member disputing or challenging any aspect or application of these rules, including, without limitation, the member's qualifications to be nominated as a candidate for the Board, has the opportunity to engage in IDR with the Association pursuant the procedure provided at Civil Code Section 5915.
3. **Election of Directors and Membership Votes.** For election of directors, each lot has one vote for each seat on the Board up for election. Cumulative voting is permitting in accordance with Bylaw section 2.3.2. For other membership votes, each lot has one vote.
4. **Candidate Qualifications**
 - a. **Must be a Member.** A candidate, at the time of nomination, must be a member of the Association to qualify as a candidate. If title to a separate-interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person, in writing, to be a member for purposes of being a candidate for election to the Board.
 - b. **Fidelity bond coverage.** The Association shall disqualify a nominee if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 should the person be elected or terminate the Association's existing fidelity bond coverage.
 - c. **Current in the payment of assessments.** The Association shall disqualify a nominee for failure to be current in the payment of regular and special assessments. The Association also requires a director to be current in the payment of regular and special assessments. The Association may not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges or costs levied by a third party. The Association shall not disqualify a nominee for failure to be current in payment of regular and special assessments if any of the following circumstances are true:
 - i. The nominee has paid the regular assessment or special assessment under protest pursuant to Section 5658;
 - ii. The nominee has entered into a payment plan pursuant to Section 5665; or

- iii. The nominee has not been provided the opportunity to engage in internal dispute resolution pursuant to Article 2 (commencing with Section 5900) of Chapter 10 of the Davis-Stirling Act;
- d. Member for less than one year. The Association shall disqualify a nominee if that person has been a member of the Association for less than one year.
- e. Joint ownership. The Association shall disqualify a nominee if the person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest parcel as the person and the other person is either properly nominated for the current election or an incumbent director;

5. Nominations for Election to the Board

- a. The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before the deadline for submitting a nomination.
- b. Regardless of whether a candidacy form was received, a candidate may still be nominated by himself, herself or by someone else from the floor of the election meeting.

6. Membership Meetings

- a. The Association will send or cause to be sent a meeting notice which will advise the members of times when registration will begin and when the meeting will be called to order, as well as when the polls will open. The notice will also state the dates and times when the members and candidates may attend the meeting to witness the inspector(s)' registration, review, count and tabulation of ballots.
- b. The Board may determine not to hold a membership meeting for votes on matters, except for removal or election of directors, and conduct the vote by the secret ballot process and have the secret ballots counted and tabulated at a regular duly noticed open Board meeting.
- c. Directors must be elected by secret ballot and cannot be elected by voice vote, show of hands or other means.

7. Association Election Materials

- a. Voter List. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.
- b. Candidate Registration List. A candidate registration list shall be prepared with names of candidates that will appear on the secret ballot.
- c. The Association shall permit members to verify the accuracy of their individual information on the candidate registration list and voter list at least thirty (30) days before

ballots are distributed. The Association or member shall report any error or omissions in either list to the inspector(s) of election who shall make any correction within two (2) business days.

- d. The returned ballots from the members and other Association election materials at all times shall be in the custody of the inspector(s) or at a location designated by the inspector(s) for one (1) year after the tabulation of the votes, at which time custody shall be transferred to the Association.

8. Inspector(s) of Election

- a. One (1) or three (3) independent third party inspector(s) of elections ["Inspector(s)"] will be selected and appointed by the Board of Directors.
- b. For purposes of this section, an independent third party includes, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may also be an Association member, provided the member is not a director, a candidate for director or related to a director or a candidate. The Board may not select as an Inspector a person, business entity, or subdivision of a business entity currently employed or under contract to the Association for any compensable services, other than serving as an Inspector. The Inspector(s) can be volunteers or be hired by the Association.
- c. If an Inspector is unwilling or unable to perform his/her duties or becomes ineligible to be an Inspector, the Board may remove and replace that Inspector with another Inspector that meets the requirements set forth above.
- d. Inspector(s)' duties:
 - i. Correct errors on the voter list and candidate registration list.
 - ii. At least thirty (30) days before an election, deliver to each member (or cause to be delivered) a ballot or ballots and a copy of these rules. Delivery of these rules maybe be accomplished by: posting these rules to an internet website and including the corresponding internet website address on the ballot, together with the phrase, in at least 12-point font, "The rules governing this election may be found here:"; or via individual delivery as specified at California Civil Code Section 4040.
 - iii. Determine number of memberships entitled to vote and the voting power of each.
 - iv. Determine the authenticity, validity, and effect of proxies, if any.
 - v. Receive secret ballots and proxies, if any.
 - vi. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

- vii. Count and tabulate all votes.
 - viii. Determine when the polls shall close.
 - ix. Determine the tabulated results of the election or vote.
 - x. Perform any acts as may be proper to conduct the election with fairness to all members, in accordance with California law and these rules.
 - xi. All duties must be performed in good faith, to the best of the Inspector(s)' ability, as expeditiously as practical, and in a manner that protects the interest of all members.
 - xii. Prior to the mailing of the secret ballots, the Inspector(s) will determine the location where the sealed secret ballots will be mailed or delivered.
 - xiii. The Inspector(s) of Elections shall also determine where the Inspector(s) will maintain custody of the secret ballots, signed voter envelopes, voter list, proxies, and candidate registration list before and after the count and tabulation of the vote by the Inspector(s).
- e. The Inspector(s) may appoint and designate additional personnel to assist them in their duties, but the Inspector(s) will oversee and be responsible for all actions of such designees. Any additional persons appointed to assist the Inspector(s) must meet the Inspector qualifications stated above.
 - f. If there are three (3) Inspectors, the decision to act or make a decision must be by a majority of the Inspectors and is effective, in all respects, as the decision of all.
 - g. A report of the Inspector(s) of the election shall be prepared for all votes and, once signed, to certify the results of the vote, count or election is prima facie evidence of the facts stated in the report.

9. Secret Ballot Procedures

- a. At least thirty (30) days before the ballots are distributed, the Association shall provide general notice of the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s); the date, time and location of the meeting where the ballots will be counted; and the list of candidates that will appear on the ballot.
- b. At least thirty (30) days prior to the deadline for voting, the ballots will be mailed by first-class mail or delivered to every member along with two preaddressed envelopes and instructions on and deadlines for return of ballots.
- c. The ballot will not identify the voter by name, address, parcel number or unit number. The ballot is not signed by the voter but is inserted into an inner envelope preaddressed to the Inspector(s) (Envelope #1). The voter then seals Envelope #1 and inserts Envelope

- #1 into the outer mailing envelope (Envelope #2) preaddressed to the Inspector(s) which is then also sealed by the voter.
- d. In the upper left-hand corner of Envelope #2, the voter prints and signs his or her name and prints the address of the separate interest that entitles him/her to vote.
 - e. An owner of multiple properties must submit a separate ballot in separate sealed envelopes (#1 and #2) for each property owned.
 - f. Ballots may be mailed to the selected address or delivered by hand to the location selected by the Inspector(s). Where a membership meeting is being held for purposes of conducting a vote pursuant to these rules, ballots may also be delivered to the Inspector(s) at the membership meeting prior to close of the polls.
 - g. The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspector(s). Any member desiring a receipt for mail delivery should send the ballot by certified mail, return receipt requested, to the location selected by the Inspector(s). A member shall not receive a receipt for hand delivery of a ballot brought to a meeting.
 - h. Only the ballots and envelopes sent by the Association or Inspector or provided by the Association or Inspector will be accepted.
 - i. No member shall be denied a ballot for any reason other than not being a member at the time when ballots are distributed. A person with general power of attorney for a member shall not be denied a ballot. The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.
 - j. Verification of information on the outside of Envelope #2 and registration of envelopes may be performed by the Inspector(s) or the Inspector(s)' designees under the Inspector(s)' supervision prior to the meeting or deadline for voting.
 - k. Registration will be conducted by the Inspector(s) or their designees and votes counted and tabulated by the Inspector(s) at a duly noticed membership or Board meeting in front of any members or candidates who may wish to witness the registration and opening and counting of the ballots or proxies.
 - l. A member wishing to vote in person at the membership meeting must present himself/herself to the Inspector(s) with identification acceptable to the Inspector(s) to show that he/she is an Association member. A person with general power of attorney for a member (which member has not already returned a ballot) seeking to vote in person on behalf of the member shall need to present the Inspector(s) with proof, deemed sufficient to the Inspector(s), of the individual's status as general power of attorney for the member.
 - m. A member that already submitted a ballot may attend a membership meeting but will not be given a new ballot to vote at the meeting.

- n. If a ballot has not been previously received by the Inspector(s) for a particular property address, a member from that address in attendance at the membership meeting will be given a ballot along with two envelopes to mark and cast in secret at the membership meeting.
- o. No person may open any envelopes or otherwise review any ballot prior to the time and place at which the envelopes are opened and the ballots are counted and tabulated by the Inspector(s). Any candidate or Association member may witness the counting and tabulation of the votes.

10. Proxies

- a. The Inspector(s) shall determine the authenticity, validity and effect of proxies, if any. A proxy will be accepted if the Inspector(s) determines the proxy meets the requirements of the Bylaws and California Civil and Corporations Codes.
- b. The proxy holder must be present in person at the membership meeting and shall cast the proxy giver's vote by ballot at the meeting unless the proxy is revoked by the proxy giver prior to the Inspector(s) receipt of the proxy giver's ballot.
- c. Any member who gives another member his or her proxy does so with the full understanding that the Association and Inspector(s) will not be responsible for ensuring that any proxy holder votes the proxy in accordance with the proxy giver's direction.

11. Effect of Submitting Secret Ballot

- a. Once a ballot is received by the Inspector(s), that ballot cannot be changed, retrieved or revoked.
- b. Once a member submits a ballot with regard to the member's separate interest, no other ballot or proxy may be submitted for that property. Should more than one ballot be submitted with regard to a particular separate interest, the ballot which was earliest received shall be counted for that property. If it cannot be determined which ballot was earliest received, no ballot will be counted for that property except one ballot for quorum purposes only at the discretion of the Inspector(s).

12. Determination of Quorum. The Inspector(s) will determine whether quorum has been obtained based upon the count of the number of members voting by proxy or by a returned ballot. Upon determination that a quorum has been obtained, the Inspector(s) may close registration at the polls.

13. Adjourned for Lack of Quorum/Recessed Meetings

- a. A membership meeting may be adjourned to a later date and/or time by the vote of the majority of members present in person or by proxy. Ballots received by the Inspector(s) in properly completed, sealed envelopes will be valid for adjourned membership meetings.

- b. The Inspector(s) may request that any meeting be recessed to allow the Inspector(s) to complete the counting and tabulation of the ballots at another time. Notice of the recessed meeting will be given as may be required by law. The Inspector(s) will continue to maintain custody of the ballots until the counting and tabulation are complete.

14. Consultation With Association Counsel. The Inspector(s) will have the authority to confer with Association legal counsel in advance of or at the meeting. Legal counsel represents the Association and does not represent the members, candidates, Inspector(s), Board members, management or any other individual. By the adoption of these Election Rules, Association legal counsel has been authorized by the Board of Directors to provide advice to and to waive the attorney-client confidential communication privilege as determined necessary or prudent by the attorney to inform and advise the Inspector(s) regarding issues or matters related to the Inspector(s)' performance of their duties for the Association. The Inspector(s) may confer with Association legal counsel outside the presence of the members.

15. Tabulation, Counting, Inspectors' Conduct, Etc.

- a. Once a quorum is determined present and balloting has been closed by the Inspector(s), the Inspector(s) may open the sealed envelopes and begin the count and tabulation at a duly noticed membership meeting or Board meeting.
- b. Members and candidates may witness the counting and tabulation from a distance of at least five (5) feet from any Inspector.
- c. The Inspector(s) are not required to provide members or candidates with information, answer questions, or engage in discussion.
- d. Any witness or observer may be ejected or removed by the Inspector(s) for disruptive, noisy or rude behavior.
- e. Inspectors shall make all determinations regarding ballots and vote counts, including deciding whether to count a ballot for quorum purposes only if the Inspector(s) find they cannot determine the voter's intent.

16. After Tabulation

- a. The tabulated results of the election shall be promptly reported to the Board, shall be recorded in the minutes of the next meeting of the Board and shall be available for review by the Association members. The Inspector(s) may also determine whether the tabulated results will be announced at the meeting.
- b. Tie Votes: For election of directors, in the event of a tie vote, the Association will notice a special membership meeting and send out ballots to all members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures herein, to the extent they are applicable to a run-off vote. No previously cast ballots will be used at the meeting to break the tie.

- c. Within fifteen (15) days of the conclusion of the election/vote, the Board shall publicize the tabulated results of the election/vote in a communication directed to all the members.
- d. If there is a recount or other challenge to the election process, the Inspector(s) shall, upon written request, make the ballots available for inspection and review by an Association member or the member's authorized representative. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. However, the Association will not be responsible for redacting or protecting any information added to a ballot by a member.
- e. The Inspector(s) may establish procedures for the review and recount by members.

17. Access to Association Facilities and Communications/Use of Association Funds

- a. If any candidate or member advocating a point of view is provided access to any Association media, including newsletters, Internet websites, or other Association publications during any campaign, for purposes that are reasonably related to that election, then all candidates and members advocating a point of view shall be provided with equal access for purposes reasonably related to that election.
- b. The Association shall not edit or redact the content from the communications of candidates and members advocating a point of view but may provide a statement specifying that the candidate or member, not the Association, is responsible for that content.
- c. All candidates and members advocating a point of view shall have access to the common area meeting space, if any exists, for purposes reasonably related to the election or vote, at no charge.

THE FOREGOING ASSOCIATION VOTING AND ELECTION RULES AND PROCEDURES WERE ADOPTED _____, by the Board of Directors in a duly noticed open Board meeting following the Board's compliance with Civil Code Section 4360.

ATTESTED TO:

By: _____
Its Secretary

Notice of Association rules adoption was mailed to the membership within fifteen (15) days of the adoption date.

ATTESTED TO:

By: _____
Title: _____

Rosetta Canyon Community Association

Prohibition of Short Term Rentals/Renting Out of Individual Rooms

The Rosetta Canyon CC&Rs contain the following use restrictions regarding short term rentals and renting out of rooms:

2.4 Resale and Rental. Nothing in this Declaration shall be deemed to (a) prevent an Owner from selling the Lot or (b) prevent an Owner from entering a written lease or rental agreement for occupancy of the Residents and the Lot by a single Family, provided that the lease or rental agreement is made expressly subject to this Declaration. Owners may also rent Lots to Declarant for use as sales offices, model homes and parking areas. All lessees, tenants, and their Families, agents and invitees are bound by the Restrictions when present in the Properties, and any violation of the Restrictions constitutes a default under the lease or rental agreement. Declarant may not lease any portion of the Common Property to the Owners or the Association.

2.5 Business and Commercial Activities

2.5.1 Generally. No Owner or other occupant of the Properties may undertake any activity on any Lot or any portion of the Common Area for business or commercial purposes including manufacturing, mercantile, storage, vending, auctions, transient occupancy (such as vacation rental, hotel or time-share), vehicle or equipment repair, or other non-residential purposes. Such activities are prohibited whether they are engaged in full- or part time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed.

These CC&R restrictions were put in place by the Association's developer and every Association member purchased his or her lot within the Rosetta development subject to these restrictions.

In response to questions on whether short term, Airbnb-style rentals would be permitted within the Rosetta development, the Association's Board of Directors adopted this policy.

(1) No short term rentals (less than 30 days) are permitted within the Rosetta development. CC&R section 2.5.1 specifically prohibits transient occupancy, vacation rentals and hotel-style uses.

(2) Owners may rent out their entire property for a rental term of 30 days or longer. No rental or lease shall be permitted unless it is for the entire lot, for at least 30 days and for single-family residential purposes. (For purposes of applying this restriction, a "family" is defined as a group of individuals living together as a common household, sharing chores, meals, space and household expenses.) Renting out of individual rooms and similar boarding house-style uses are not permitted.

Rosetta Canyon Community Association

Backyard Clotheslines and Drying Racks

CC&R section 2.12.1 requires architectural approval for outdoor improvements visible from another lot, the street or common area. CC&R section 2.6.2(a) prohibits hanging, drying or airing clothing and fabrics in a manner visible from another lot, the street or common area.

California Civil Code section 4750.10 took effect January 1, 2016. This statute provides that while homeowner associations can regulate installation of backyard clotheslines and drying racks, homeowner associations may not prohibit the installation of such devices.

For the purpose of providing guidance to Association members and to comply with Civil Code section 4750.1, the Association Board of Directors adopts this policy regarding backyard clotheslines and drying racks.

(1) Where a clothesline or drying rack is located in the backyard and is not visible from the street, common area or another lot within the Rosetta development, no architectural approval is required and the owner may install and maintain such a backyard device.

(2) Owners wishing to install a backyard clothesline or drying rack that will be visible from the street, common area or another lot within the Rosetta development must first obtain architectural approval. To seek such approval, the owner will need to complete and submit an architectural application to the Association's Design Review Committee. The Committee shall consider the application and make a decision based on aesthetics pursuant to CC&R section 5.3.5. In general, the Committee does not anticipate approving backyard clotheslines or drying racks that extend above the height of the backyard fencing. However, the Committee will take into consideration that factors such as lot topography may render it unduly burdensome to locate a clothesline or drying rack so that it does not extend above the fenceline, and in such circumstances the Committee can approve a particular clothesline or drying rack that is located in a reasonable location in the backyard. Absent unique circumstances, the Committee does not anticipate approving a clothesline or drying rack above 5' in height.

(3) Pursuant to CC&R section 2.6.2(a), hanging, drying or airing of clothing or fabrics in a manner that is visible from another lot, common area or the street is prohibited, except on a backyard clothesline or drying rack installed in accordance with this policy.

Drought Tolerant Landscape and Hardscape

- Desert-type landscapes consisting of cactus or similar true desert plants or any designs consisting of large expanses of rock, decomposed granite or mulch with minimal number of plants are not permitted.
- All plants, trees, ground cover, hardscape, etc must be chosen based on an approved plant pallet.

Neighbor Awareness & Notification

Forms and details for this are available at the Rosetta Canyon website myrosettacanyon.com under the Forms tab. Please use the Architectural Request Form.

Landscape Plan

A plan, including drawings of the proposed landscape design is required. It should show enough detail so the Design Review Committee can clearly decide if the criteria and requirements are met. An effective plan is:

- **Prepared to scale**
- **Writing is clear and legible.**
- **Lists the names and show locations of all plants in the landscape**
- **Specifies the material that will be used to cover bare soil after planting to prevent weed infestation until the new landscape is established.**
- **Has a drawing that identifies plant name and planting location (see examples of drawings below.)**

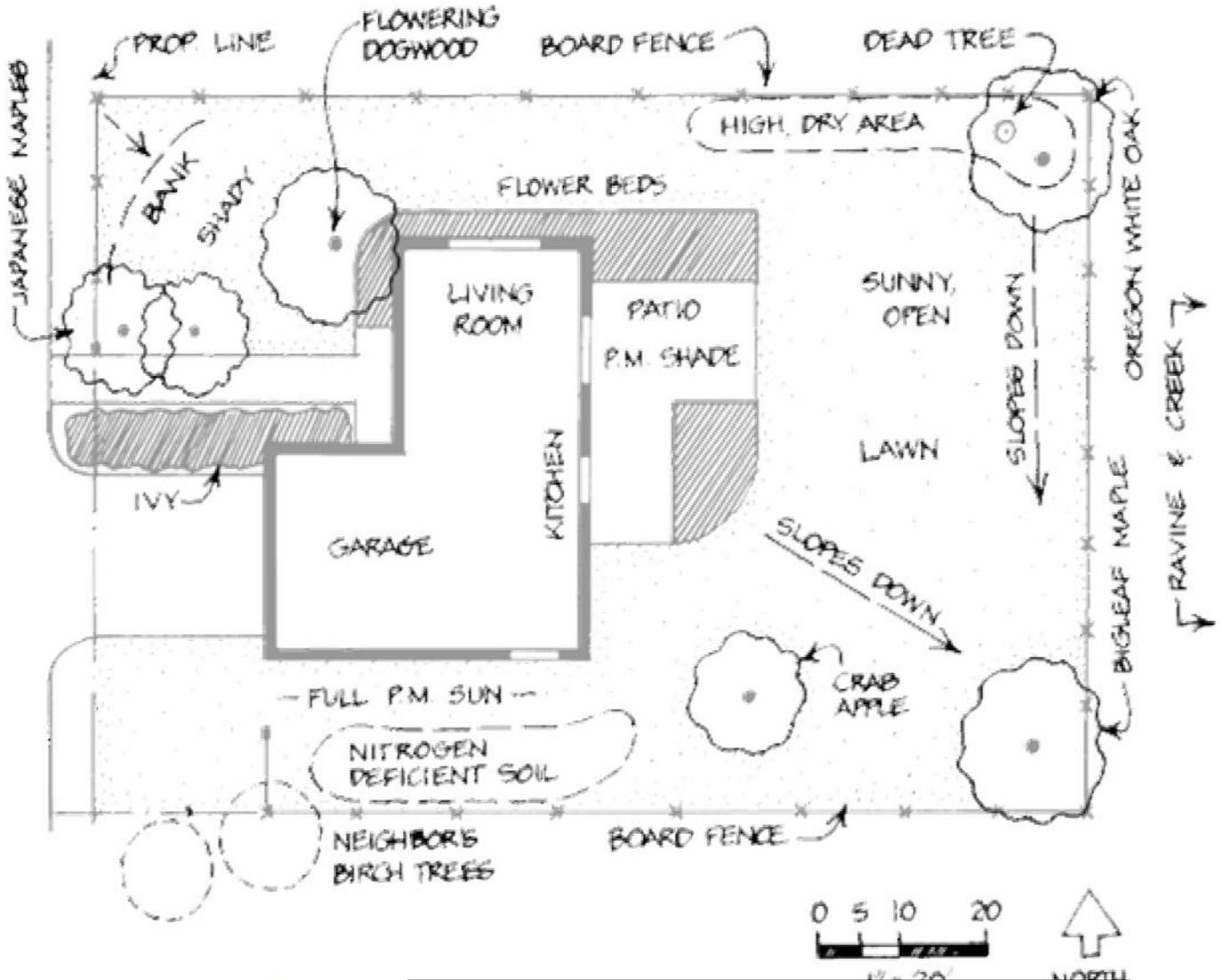
A lot of careful observation and thoughtful planning go into creating a landscape that will be a functional and pleasing part of your home. Make sure you provide the Rosetta Canyon Community Handbook and the Drought Tolerant Landscape Guidelines whenever you hire someone to perform landscaping projects on your property.

Ideas for developing a Landscape plan can come from several sources such as:

- A Professional Service (Architect, Designer or Engineer)
- A Professional Landscaper
- A Contractor
- Computer Landscaping software

- Do It Yourself (see examples of landscape drawing below)

Sample Sketch #1 –Completed drawing



This plan provides details of plant names and shows locations. Please include lot dimensions!
Approved landscape drawing

Sample Sketch # 2 – Incomplete drawing

- Shrubs are normally planted in groupings with plants spaced according to plant specifications and/or recommendations.
- Groundcover plantings normally require plants to be spaced according to plant specifications and/or recommendations.
- Use of large boulders may be approved if the Design Review Committee determines their presence suits the intended design and their placement and approximate sizes of boulders must be noted on the landscape drawing. Boulder shall be naturally weathered or a color that is consistent with the aesthetics of the community. Ensure that the rock must have the appearance of being buried in the ground and does not have the appearance of simply being laid on top of the ground. Please provide a representative picture of the proposed boulder.
- There shall be no large or a continuous area of bare soil in the landscape after the initial planting or after the landscape is established.
- Areas of bare soil must be covered with a 2 to 4 inch layer of mulch or other approved soil covering (see Mulches and Soil Coverings Sections below) at the time of planting.
- No hedges or similar continuous plant screens over 18 inches in height are permitted along front property lines. Plants can't be installed in such a way as formed into a hedge along the property lines.
- There shall be a 1-ft minimum setback from adjacent property lines in the front of the house for shrubs and similar plants and a 4-ft setback for trees.
- The design must provide plant-based remedies for erosion of soil, mulch, or other landscape debris onto public sidewalks and driveway caused by rainfall, wind, irrigation, or foot traffic. This normally will require a continuous low-growing (12-inch or less height) plant material cover immediately adjacent to these paved areas.

- Raised cement curbing may be used 1” above mulch, must not be made of wood.



- Adding pavement, such as by widening driveways, so that it creates solid paving across adjacent property lines is not permitted.
- A functioning irrigation system tailored to the planting scheme and site design is required. The irrigation system must be hooked up to an automatic timer; a drip irrigation system is preferred.

Site Preparation

The planting process should begin with a weed free site. The original site slope and grading should remain intact. If either is altered, the owner must specify the measures that will be taken to assure runoff does not affect neighboring properties, i.e., retaining walls.

Plant recommendations may be selected from the following:

- Per approved plant pallet, the plants should be in five (5) gallon size or larger, of a perennial nature.
- Groundcover and similar plants may be 1-gallon containers or from flats. Flats must be planted 6 inches on center and 1 gallon, 18 inches on center.
- Groundcover plants from flats are recommended to be planted 6 inches on center (oc) apart; those from containers may be spaced according to plant specifications and/or recommendations.

Artificial Turf

The use of Artificial Turf may be approved provided that the property owner:

- **Submits a product sample of artificial turf to be used, and other product information requested by the Design Review Committee.**
- Maintains it by keeping it clean and free of dirt and debris; this may require occasional rinsing with water and removing fallen leaf dander.
- Agrees to replace it when the Rosetta Canyon Community Association determines its appearance no longer meets community standards due to the lack of appropriate or normal maintenance or normal deterioration. (Note that most artificial turf products currently sold may have an anticipated life expectancy of 10 years.)
- Turf must allow ring around trees and utility boxes.
- Turf must be laid with grain so appears to be one even mat and must be installed per manufacturer's specifications so that there are no bumps. Turf must be permeable in nature.

Mulches & Soil Coverings

A sample of the soil covering material that will be applied to cover bare soil areas must be submitted with the application and must be approved before use other than approved, sample must be provided.

- The material used shall be brown earth tone in color and 2 to 4 inches deep. ("Natural and unpainted")
- Shredded bark, bark nuggets, or similar coarse forest products **(Must provide samples)**
- Coarse or rounded pebble at least 1/2 inch in diameter in size **(Must provide samples)**
- River rock at least 1/2 inch in diameter in size **(Must provide samples)**
- Lava Rock **(Must provide samples)**
- Synthetic mulch must be brown earth tone in color. **(Must provide samples)**

The following and similar materials are NOT permitted:

- **Road based gravel**
- **Artificially colored rock or granite**
- **Ground stones**
- **Uncovered weed control or landscape fabric**
- **Artificial color wood chips, (No Red)**

A weed control fabric is required under mulches when the area is intended to be a permanently mulched open space within landscape. Weed control fabric is not required in the portions of the landscape where mulch is used as a temporary soil cover until the plant material grows over it.

Completion Notice & Inspection

Upon completion of the project, the applicant **must** submit a completion notice with photographs documenting that the project followed the **approved** plan.

This document is intended to be a part of the Community Handbook. All requirements stated therein and in the CC&Rs apply to the application for drought tolerant or any other type of landscape. This document is intended as a guide to selecting water saving plant material. As stated, homeowners are required to submit a complete application and receive written approval prior to beginning any modifications.