

**RYLAND  
CENTERPOINTE  
OWNERS'  
ASSOCIATION**

**OWNER'S MANUAL**

## WHAT IS A HOMEOWNER'S ASSOCIATION?

It is a nonprofit corporation registered with the State of California and managed by a duly elected Board of Directors. Its purpose is to maintain all common areas and to administer the CC&R's.

## WHAT ARE THE CC&R'S?

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

## WHAT ARE THE BYLAWS?

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

## WHAT ARE DEFINED AS COMMON AREAS AND FACILITIES?

The common areas and facilities that the Association is responsible to maintain include the landscape maintenance areas, private courts, mail box clusters, sound walls, retaining walls and utilities, etc. In addition, there are common services such as water, electricity, which the Association is responsible for paying through the collection of Assessments from the owners. Some of these common facilities will be completed in future phases of the project. Additional common services can be included by a vote of the members and the Board of Directors.

## WHAT IS THE BOARD OF DIRECTORS?

The Homeowner's Association is a corporation by law and, therefore, a governing body is needed to oversee the business. The Board of Directors is the elected governing body of the Association. The affairs of the Association are managed by a Board of five (5) Directors. These Directors create the rules and regulations for enforcement within the community, oversee budgeting and expenditure of funds, as well as work with the managing agent in maintaining Association common areas.

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

## WHO MAKES UP THE BOARD OF DIRECTORS?

It is normal that the initial Board of Directors consist of representatives of the Developer. This is done to provide the Owner holding the majority ownership of the project, with adequate protection of their interests, especially when the project entails several phases. At the first Members Meeting the homeowners will elect at least one representative to the Board.

## WHEN DOES THE BOARD OF DIRECTORS HOLD MEETINGS?

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

## WHAT IS MY ASSESSMENT?

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

## HOW IS THE AMOUNT OF MY ASSESSMENT DETERMINED?

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

## WILL MY ASSESSMENT GO UP?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### WHOM DO I CONTACT?

Within the first year, if you have bought a home and are having warranty related concerns, contact the Customer Service Representative of the builder. Reports must be made in writing and it is advisable to send a letter certified, to guarantee that the builder did, in fact, receive the work request. Should concerns not be reported by the homeowner or declined under the warranty by the builder, then the homeowner is responsible for pursuing repairs.

##### 1) Common Area Concerns

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

##### 2) Difficulty With Neighbors

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

##### 3) Utility, Water, Gas, Fire

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

**RYLAND CENTERPOINTE OWNERS' ASSOCIATION  
RULES AND REGULATIONS  
EFFECTIVE: SEPTEMBER 15, 2000**

**A. PREAMBLE**

A-1 The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Section 4.13 and 7.4. A copy of this Declaration was given to each owner at the time of purchase of their lot.

A-2. The Board of Directors may create a Rules and Regulations Advisory Committee. The duty of this committee would be to advise the Board of Directors regarding the Rules, the Bylaws and the Declaration of Covenants, Conditions and Restrictions.

A-3 The Manager of the Ryland Centerpointe Owners' Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&R'S. In the instance of a person violating the Rules, the Bylaws or the CC&R'S, the Manager has further been instructed to do any of the following.

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

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

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

**B. COMMUNITY RELATIONS**

B-1 REGISTRATION All members and residents must be registered with the Manager

- a) Association members are those individuals owning a lot at the Ryland Centerpointe community
- b) Residents are defined as owners and members of their families living on the premises of the project, or lessees and members of their families living on the premises of Ryland Centerpointe.

- c) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the project to the lessee of their home. The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.
- d) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and **be subject to the CC&R'S, Bylaws and adopted rules**. The Owner is responsible to provide a copy of the CC&R'S, Bylaws and these adopted rules and regulations to their tenants at their sole cost. The Owner is required to notify management of the names and phone numbers of their tenants and provide a copy of the rental agreement. **Please refer to Section 4.10 of the CC&R'S.**

B-2. GUESTS

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

B-3 COMMON AREA DAMAGE Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests.

B-4 NEIGHBORLY CONDUCT

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in front yards and areas visible from adjoining lots is prohibited.
- c) No noxious or offensive activities shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the residents or which shall in any way interfere with the quiet enjoyment of occupants in the residences.
- d) No residence shall be permanently occupied by more than two (2) persons per bedroom.

B-5. EXTERIOR APPEARANCE/SIGNAGE

- a) Curtains, drapes, shutters or blinds may be installed as window coverings. Sunscreens may be approved by the Architectural Committee on a case by case basis. No window shall be covered with aluminum foil, sheets or material not specifically designed for use as a window covering. Exterior window screens that are designed to inhibit sunlight intrusion and which impart an opaque, black appearance to the window are prohibited. The side of all permitted window coverings facing the window shall be white, beige or off-white in color, except that shutters may also have a natural wood color finish.
- b) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors. **NO VENDOR ADVERTISING SIGNS ARE PERMITTED.**
- c) One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association.

B-6. COMMON AREA LANDSCAPING AND SYSTEMS

- a) Common area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.
- b) The Association is responsible for the maintenance of the common area landscaping, including the front yard landscaping. No alterations or additions to the front yard of a lot may be made without the prior approval of the Architectural Review Committee and Board of Directors.
- c) Should damage be caused to the front yard landscape by an owner installing backyard landscape, the owner is responsible for returning the front yard to its original condition.
- d) The front yard irrigation timers are to be adjusted by authorized personnel only. The system cannot be used to regulate the backyard irrigation system.
- e) Minor improvements, such as flowers, may be installed in the front yards as long as they do not interfere with the irrigation system and are maintained by the resident.

B-7. PARKING

- a) Garages are solely to be used for the parking and storage of cars, boats or similar vehicles. They are not to be used or converted for any type of living or recreational activities. Garages shall be kept clear so as to permit parking of the number of vehicles for which the garage was designed.
- b) Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- c) Residents must keep the driveways clean of any oil or other stains at all times.
- d) No parking is permitted in any court owned and maintained by the Association, except within guest parking which may only be utilized for parking by guests. Courts owned and maintained by the Association include Woodcraft Court, Craftsman Court, Marquerty Court, Ironpicket Court, Moorings Court, Mullion Court, Arboreta Court,



Timberpeak Court, Tywood Court, and Cedarside Court.

- e) Residents may not park in any designated guest parking areas. Guest Parking is limited to two weeks per vehicle per year.
- f) All vehicles must display current license plates.
- g) No boat, trailer, camper, commercial vehicles, mobile homes, recreational vehicle or any inoperable vehicle shall be parked or stored on any lot where visible from adjacent lots or streets.
- h) Violators of the parking restrictions may have their vehicles towed at the Owner's expense. Parking on the public streets is subject to and enforced by the City of San Jose.

**B-8. ANTENNAS/SATELLITE DISHES** Subject to the requirements of Civil Code Section 1376, as it may be amended from time to time, installation and maintenance of television or video antennae or satellite dishes over one meter in diameter visible from any Common Area or public street must be submitted to the Architectural Committee. Satellite dishes less than one meter do not need approval of the Architectural Committee if they meet the following guidelines:

- a) They are not mounted on the roof or chimney of the residence.
- b) They are located at the rear or side of the residence (except corner lots) in the least conspicuous (obvious) location visible from the common areas or public streets.
- c) All wiring shall be painted to match the exterior of the residence.
- d) Equipment mounted on the roof shall be screened from the view of surrounding Lots and public streets.

**B-9 PETS** Two normal and customary uncaged household pets may be maintained within a home under the following conditions

- a) Whenever pets are outside of the resident's lot, they must be on leash or otherwise under full control of the owner.
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board of Directors after notice and a hearing.
- e) Guests are not allowed to bring pets onto Association common landscaping areas.
- f) No animals shall be maintained for any commercial purposes.

**B-10. SPEED LIMIT** The maximum speed limit within the confines of Ryland Centerpointe is as posted and enforced by the City of San Jose.

**B-11 BUSINESS ACTIVITIES** No business or commercial activities of any kind are to be established, maintained, permitted or conducted in any home or on any portion of the common areas in violation of local ordinances or the CC&R's Section 4 17

**B-12 TRASH RECEPTACLES** Trash containers shall be stored out of view of adjacent Lots or in the garage, except they may be placed at the curbs on the night before and day of the scheduled trash pick up.

**B-13. SPORTS FIXTURES** No basketball standards, hoops or backboards or other fixed sports apparatus shall be attached to the front of any Residence or erected in the front yard. All sports

**fixtures proposed for backyards must be approved by the Architectural Committee. Portable basketball standards must be lowered and stored in garages or back yards when not in use. Portable basketball standards may not be placed on sidewalks, courts or the public streets at any time.**

B-14 EXTERIOR LIGHTING No Owner shall remove, damage or disable any exterior light, regardless of where located, which is connected to the Association's electrical service.

B-15 RETAINING WALLS Retaining walls in some areas of the Community have been constructed with a nylon mesh or geo-grid. The mesh is attached to the retaining wall and stretched uphill from the wall underneath the dirt. The depths of the mesh vary. The weight of the dirt on the mesh exerts pressure on the retaining wall and is an integral part of the design of the retaining wall system. **Owners shall not remove dirt from on top of the mesh or cut or otherwise disturb the mesh.**

B-16 YARD EASEMENTS For those lots which include yard easements on adjacent neighbor's lots no improvements rather than overhanging eaves of a Residence, downspouts, storm drainage improvements and landscaping may be built or placed within a yard easement. The Owner of the Dominant Tenement.

- a) Shall not place anything upon, over or under the yard easement that will interfere with the right of the owner of the Servient Tenement to have access to his residence to exercise the rights granted in this section.
- b) Shall not attach anything to the residence on the Servient Tenement.
- c) Shall not store any combustible or flammable materials in the yard easement.
- d) Shall not place any dirt or fill against the residence constructed on the Servient Tenement.
- e) Shall not alter the grade or drainage in any manner which could direct water towards or trap water against the residence on the Servient Tenement.
- f) Shall direct all drainage and irrigation installed by the owner of the Dominant Tenement into the storm drainage improvements and away from the foundation of the residence on the Servient Tenement.

B-17 ARCHITECTURAL CONTROL

- a) **The Architectural Committee has developed guidelines concerning exterior changes to your home and improvements to your lot.** These guidelines conform with the CC&R'S of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications of the home so the Committee may render its decision.
- b) **Each homeowner shall commence and complete installation of permanent landscaping within all portions of their lot within six (6) months of close of escrow. All landscape plans must be approved by the Architectural Committee.**
- c) When applying for approval, please send as much information as you can and include the following specific items:
  - 1. Completed Application Form
  - 2. Exact location. use a scale drawing if applicable.
  - 3. State color, size, composition and description.
  - 4. Photo, sketch, copy of an advertisement or facsimile.
  - 5. Contractor's name or company making the item etc.
  - 6. Two sets of plans.

Please send all applications for approval to THE MANAGEMENT COMPANY at:

**VierraMoore, Inc.**  
**2151 Salvio Street, Suite 333**  
**Concord, California 9452**

**Please remember that you must get approval BEFORE making any changes or additions.**

- d) Alterations, additions or modifications made to your lot or the exterior surfaces of your home must have prior written approval from the Architectural Committee or the Board of Directors. This includes visible landscaping, solar energy systems, fences, walls, sun screens, bamboo blinds, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, etc.
- e) Any alterations that do not have prior written approval by the Committee or Board of Directors will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the Association will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense.
- f) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original condition.

#### **E. ENFORCEMENT**

Fines: To ensure compliance with the above mentioned rules, Owners may be fined not less than \$10.00 nor more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

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

- 1 The member must be given 15 days prior written notice specifying the nature of the damage or violation and stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
- 2 The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the Board may take such other action as may be appropriate.

**RYLAND CENTERPOINTE OWNERS' ASSOCIATION**  
**ASSESSMENT COLLECTION POLICY**

**SEPTEMBER 15, 2000**

In accordance with Civil Code Section 1366 (c) and Article VI, Section 6.2.1, of the Declaration of Covenants, Conditions and Restrictions, monthly installments of the regular monthly assessments levied by the Association pursuant to the Declaration shall be due and payable on the first day of each and every **month** and shall be delinquent 15 days thereafter; if not paid in full. If an assessment is delinquent, the Association shall be entitled to recover the following sums from the responsible owner(s):

1. The amount of all assessment installments then delinquent and which become delinquent during the collection process.
2. Reasonable costs incurred by the Association in collecting the delinquent assessment installment. In order to assure equitable and uniform treatment of all Association members, the Board of Directors hereby determines that reasonable costs of collection shall include, without limitation.
  - A. any reasonable costs incurred by the Association in contracting with a third party such as a management company, accounting firm, or collection agency for collection services;
  - B. reasonable attorney's fees if, in the discretion of the Board of Directors, an attorney is retained to assist the Association in the collection of any delinquent assessment installment; and
  - C. the actual costs incurred by the Association in connection with any court action initiated to collect delinquent assessment installments.
3. A late charge not exceeding 10% of the delinquent assessment installment or \$10.00, whichever is greater
4. Interest on all sums specified above; including the delinquent assessment installment; reasonable costs of collection; and late charges; at the rate of 12% per annum, said interest to commence 30 days after the installment becomes due and to continue on any unpaid sums until payment is received in full.

The Association shall be entitled to administer and enforce this Assessment Collection Policy either directly or through utilization of the services of a property management company, collection agency, accounting firm and/or attorney firm.

The Association's Board shall be further authorized and empowered to apply the Association's collection costs and any late charges recovered from delinquent owners to the satisfaction of fees incurred with third party contractors retained to assist in the collection process.

If the delinquent assessment installment, together with any late charges, interest and costs incurred is not paid in full within 45 days from the due date, a written notice of default and demand for payment shall be mailed to the delinquent owner(s) advising them of the intent of the Association to record a "Notice of Delinquent Assessment."

If payment in full is not received within 15 days of receipt of the written notice of default and demand for payment, a "Notice of Delinquent Assessment" may be recorded with the Santa Clara County Recorder's Office establishing a lien on the owner's interest for the unpaid delinquent assessment(s) together with late charges, interest and costs incurred for collection including attorney fees, mailing costs and lien preparation and filing costs.

If payment in full is not received within 30 days of the recording of the "Notice of Delinquent Assessment", the Association may initiate a judicial or nonjudicial foreclosure of the lien or bring legal action against the owner personally obligated to pay the delinquent assessment installment without foreclosure or waiver of the lien and/or securing the same.

As a general rule, from and after the time that this Association commences enforcement proceedings to prepare and record the "Notice of Delinquent Assessment", partial payments will not be accepted and all amounts due to this Association, including without limitation current assessments due and preparatory enforcement fees and costs, must be paid to avoid further enforcement action. Notwithstanding the foregoing, acceptance of partial payments by or on behalf of this Association, whether inadvertently or intentionally, shall not constitute a waiver by this Association of its enforcement remedies, and such remedies may proceed as to any remaining balance due to this Association.

All payments will be applied to an owner's account first to the principal sum owed, then in descending order, to interest, late charges, collection expenses unless a payment agreement and forbearance agreement is executed between the Association and the Owner

The Board of Directors of this Association (the "Board") may from time to time revise this policy, either generally or on a case-by-case basis, where the Board determines that such action would be in the best interests of this Association, provided, however, that no such revisions shall increase the amount of late charges or shorten the time periods for actions specified above unless such revision shall be applied generally to all units/lots governed by this Association and advance notice thereof is given to the members of this Association.

This Assessment Collection Policy shall also apply to collection of any and all special assessments approved by the Board or the membership.

**ANNUAL NOTICE TO MEMBERS OF  
RYLAND CENTERPOINTE OWNERS' ASSOCIATION**

**CIVIL CODE SECTION 1365.1 NOTICE REGARDING  
COMMUNITY ASSOCIATION ASSESSMENT RIGHTS AND  
FORECLOSURE AND OTHER COLLECTION REMEDIES**

Civil Code section 1365.1 requires that the following notice be provided to each member of an association operating within a California common interest development (as defined in Civil Code section 1351) during the 60-day period immediately preceding the beginning of the association's fiscal year. This notice must be printed in at least 12 point type.

**NOTICE REGARDING ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated in this Notice for further information. A portion of the information in this notice applies only to liens recorded by community associations on account of delinquent assessment obligations on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment levied by your association.

**ASSESSMENTS AND NONJUDICIAL FORECLOSURE**

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as nonjudicial foreclosure. When using nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessment installments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time for the payment of assessments (see Civil Code sections 1366 and 1367.1).

In a nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this (see Civil Code sections 1366 and 1367.1).

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association (Civil Code section 1367.1).

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail. Among these documents, the association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. The association must also provide an itemized statement of

the charges owed by the owner. An owner has a right to review the association's records to verify the debt (Civil Code section 1367.1).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard (see Civil Code section 1367.1).

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### **PAYMENTS ON ACCOUNT OF ASSOCIATION ASSESSMENTS OR OTHER CHARGES**

When an owner makes a payment on account of assessments or other permitted costs or charges, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received the payment. The association must inform owners of a mailing address for overnight payments (See Civil Code section 1367.1). The mailing address is c/o VierraMoore, Inc., 2860 Gateway Oaks Drive, Suite 350, Sacramento, CA 95833.

An owner may dispute an assessment debt by giving the board of the association a written explanation, and the board must respond within 15 days if certain conditions are met. An owner may pay assessment that are in dispute in full under protest, and then request alternative dispute resolution with respect to the disputed payment (see Civil Code sections 1366.3 and 1367.1).

An owner is not liable for charges, interest, and costs of collection if it is established that the assessment was paid properly and on time (see Civil Code section 1367.1).

### **MEETINGS AND PAYMENT PLANS**

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist (see Civil Code section 1367.1).

The board of directors of a common interest owners' association must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association if they exist (see Civil Code section 1367.1).

# RYLAND CENTERPOINTE OWNERS' ASSOCIATION

## ELECTION RULES

1. General. These Rules are intended to comply with Civil Code section 1363.03 and shall apply to member voting: (1) to elect or remove members of the Board of Directors; (2) regarding assessments; (3) regarding amendments to the governing documents; (4) regarding the granting of exclusive use of common area property; and (5) at the discretion of the Board of Directors, regarding any other matter that may be the subject of a vote of Association members.

### 2. Equal Access to Association Media and Facilities

2.1 No candidate or Association member advocating a point of view for purposes related to an election covered by these Rules shall be allowed access to any form of Association media, including newsletters and/or common area bulletin board, after written ballots are distributed as specified in Section 7.1 until the conclusion of the election.

2.2 No Association funds shall be used for campaign purposes in connection with any election which is subject to these Rules.

2.3 Section 2.1, above, specifies the manner in which the Association shall comply with the legal requirement in Civil Code section 1363.03 that "if any candidate or member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election."

### 3. Qualifications of Candidates

3.1 Candidates for the Board of Directors must meet qualifications as set forth in the Association Bylaws and as set forth hereafter

3.2 To the extent not in conflict with the Bylaws, a candidate must also:

3.2.1 Be current in all assessment payments;

3.2.2 Not be subject to any pending Association disciplinary actions;

3.2.3 Must not have been convicted of a felony; and

3.2.4 Be a record owner of a Lot within the common interest development governed by the Association.



4. Nomination Procedure for Board of Directors

4.1 Candidates for the Board of Directors shall be nominated as set forth in the Association Bylaws and as set forth hereafter

4.2 To the extent not in conflict with Association Bylaws:

4.2.1 Not later than 90 days before an election of Directors, the Association shall send by mail or electronic transmission to all members a solicitation to become a candidate for the Board of Directors;

4.2.2 Not later than 60 days before the pending election of Directors, interested persons must inform the Association's managing agent or Board of Directors in writing of their request to be a candidate for the Board of Directors (self-nomination). Nominations for candidates wishing to be included on the mailed ballots shall close 60 days prior to the conclusion of the election;

4.2.3 The Inspectors of Election shall review all persons so responding for compliance with the qualifications identified in Section 3,

4.2.4 All qualified persons who timely respond to the Association's solicitation shall be candidates for the Board of Directors at the next election.

4.3 Nominated candidates for the Board of Directors may provide a "candidate statement" which the Association shall enclose with the voting packet mailed to each Association member. The statement shall not exceed 250 words, and shall be delivered to the Association's managing agent in final form at least 45 days before the scheduled conclusion of the election.

5. Inspectors of Election

5.1 The Board shall appoint one or three Inspectors of Election who shall perform all functions required by Civil Code section 1363.03(c)(3), including:

5.1.1 Determine the number of memberships entitled to vote and the voting power of each;

5.1.2 Determine the authenticity, validity and effect of proxies, if any;

5.1.3 Receive and be the custodian of ballots, and direct the location to which ballots shall be sent until tabulated by the Inspectors of Election;

5.1.4 Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

5.1.5 Count and tabulate all votes;

5.1.6 Determine when the election shall close, with the discretion to extend the deadline for voting as necessary;

5.1.7 Determine the results of the election; and

5.1.8 Report the results of the election to the Board of Directors.

5.2 Eligible Inspectors of Election may include:

5.2.1 The Association manager(s);

5.2.2 The Association attorney or CPA,

5.2.3 Any Association members who are not members of or candidates for the Board of Directors nor relatives of members or candidates for the Board of Directors; and

5.2.4 Any individuals with a contractual relationship or with no relationship to the Association.

5.3 The Association may, at the discretion of the Board of Directors, provide reasonable compensation to the Inspectors of Election.

5.4 The Association shall indemnify the Inspectors of Election in connection with services performed in good faith by the Inspectors of Election related to the election.

5.5 The Inspectors of Election shall have the sole authority to determine whether to issue a replacement ballot to a member if requested by the member who has not yet returned a completed ballot.

5.6 The Inspectors of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspectors deem appropriate, provided that the appointed persons would themselves be eligible to serve as Inspectors of Election pursuant to Section 5.2, above.

## 6. Voting Rights

6.1 Each Association membership shall be entitled to a single vote with regard to each matter that is the subject of a pending election.

6.2 With regard to an election of Directors, because the Association's Bylaws permit cumulative voting, each membership shall be entitled to cast a number of votes equal to the number of Directors to be elected multiplied by the number of Lots owned by that member, and each member may cumulate its votes.

6.3 Each member's qualifications for voting shall be as specified in the Bylaws.

6.4 The voting period will run from the date on which ballots are distributed (as specified in Section 7 1, below) until the conclusion of the election.

## 7 Voting Procedures

7 1 Mailing of voting packets. At least 30 days before the election, the Association shall, by first class U.S. mail, send one voting packet to each Association member. Each packet shall contain the following:

7 1.1 One official ballot;

7 1.2 Copies of all candidates' statements timely received by the Association as specified herein;

7 1.3 Two sealable envelopes. The smaller (inner) envelope shall have no visible markings. The larger (outer) envelope shall be pre-addressed to the Inspector of Election, Ryland Centerpointe Owners' Association. The upper left corner of the larger envelope shall contain the owner's name, address, and lot number that entitles the owner to vote and provide a place for the owner's signature;

7 1.4 Instructions on how to use the two-envelope system; and

7 1.5 Notice of the date of the membership meeting or election.

7.2 Ballot content. Each ballot shall contain the following:

7.2.1 In an election of Directors, each candidate's name listed alphabetically;

7.2.2 The identification of any other matter that is the subject of a pending member vote;

7.2.3 A statement of the required quorum,

7.2.4 A statement that ballots to be returned by mail must be received no later than 5:00 p.m. on the day of the scheduled conclusion of the election or the day of the membership meeting; and

7.2.5 A statement that ballots may be returned personally no later than the time specified in the notice of the membership meeting or conclusion of the election.

7.3 Receipt of ballots

7.3.1 All ballots shall be received by the Inspectors of Election at locations as specified by the Inspectors of Election.

7.3.2 If so directed by the Inspectors of Election, the Association's management staff shall maintain a log of all ballot envelopes received, noting whether the envelopes were signed or unsigned.

7.3.3 Once a ballot has been received by the Inspectors of Election, it may not be revoked.

7.3.4 Each ballot received by the Inspectors of Election shall be treated as a member present at a meeting for purposes of establishing a quorum if a quorum is required by the governing documents or California law to conclude the election.

7.3.5 All ballots shall remain in the possession of the Inspectors of Election (at a location designated by the Inspectors of Election) until tabulated by the Inspectors and for an additional nine months after the conclusion of the election.

#### 7.4 Proxies

7.4.1 The Association shall have the option, but shall not be obligated, to distribute proxies for any election covered by these Rules. If the Association distributes a proxy form, any instruction given in that proxy directing the manner in which the proxy holder is to vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the member's vote by secret ballot which will be provided by the Inspectors of Election upon presentation of the proxy

7.4.2 If a member attempts to use a proxy, any instruction given in that proxy directing the manner in which the proxy holder is to vote should be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the member's vote by secret ballot which will be provided by the Inspectors of Election upon presentation of the proxy

#### 8. Tabulation of Ballots

8.1 The voting packets shall be opened by the Inspectors of Election after the close of the election as determined by the Inspectors. The outer envelopes and each ballot shall be separately retained by the Inspectors. The Inspectors of Election, or their designees, may verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.

8.2 The voting packet envelopes shall be opened and the ballots tabulated by the Inspectors of Election in public at a properly noticed open meeting of the members or of the Board of Directors.

8.3 Any candidate or other member of the Association may witness the counting and tabulation of the votes. However, no Association member or candidate shall communicate with the Inspectors during the tabulation process, and all members and candidates must remain at least

five feet away from the counting area. The Inspectors of Election may cause the removal of any observer who interferes with or disrupts the counting or tabulation process.

8.4 When the ballots are counted at a membership meeting, the Inspectors of Election may announce to the membership those members who neglected to sign the outer envelope and provide an opportunity for them to do so prior to tabulation of the ballot.

8.5 The results of the election shall be promptly reported to the Board of Directors, shall be recorded in the minutes of the next meeting of the Board of Directors, and shall be available for review by the members of the Association.

9. Post-Election Procedures

9.1 The results of the election shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

9.2 The Board of Directors shall publicize the results of the election within 15 days by a communication directed to all members.

9.3 Nine months after the conclusion of the election, the Inspectors of Election shall transfer custody of all ballots and outer envelopes to the Association.

9.4 In the event of a re-count or challenge, the Inspectors of Election shall, upon written request, make the ballots available for inspection by the challenging Association member or its authorized representative. Any re-count shall be conducted in a manner designed to preserve the confidentiality of the vote.

**RYLAND CENTERPOINTE OWNERS' ASSOCIATION  
HOMEOWNERS ASSOCIATION**

**ARCHITECTURAL COMMITTEE  
ARCHITECTURAL STANDARDS  
EFFECTIVE: SEPTEMBER 15, 2000**

The Declaration of Covenants, Conditions, and Restrictions (CC&R'S) for Ryland Centerpointe Owners' Association in the County of Santa Clara, recorded on June 16, 2000, in the office of the Santa Clara County Recorder in Document #15283686, and any amendments thereto (CC&R'S) and specifically Article XI of the CC&R'S, authorize the formation of an Architectural Committee which shall have the duty to consider and act upon such proposals or plans submitted to it pursuant to the terms of the CC&R'S, to adopt Architectural Standards, and to carry out all other duties imposed upon them by the CC&R'S.

Article 4.1 of the CC&R'S provides that no alterations, modifications, additions, or other improvements including fences, visible landscaping, walls, structures of any kind, awnings, screens, etc. may be made to the exteriors of residences and/or lots without obtaining architectural approval in accordance with the provisions of the CC&R'S and subject to the approval of the City of San Jose.

**1.0 SUBMISSION OF PLANS FOR APPROVAL**

The following Rules have been adopted by the unanimous vote of the Members of the Architectural Committee and apply to submission of plans for approval by the Architectural Committee. **These Rules contain minimum standards and any plans submitted which do not meet or exceed these standards shall not be approved.**

1.1 All plans, specifications and any work thereunder must conform to the requirements of the CC&R'S or these Rules, whichever is more restrictive. In the event of a conflict between these Rules and the CC&R'S, the more restrictive shall apply. It shall not be the obligation of the Architectural Committee to determine if plans, specifications or any work thereunder comply with any governmental law, ordinance or regulation, including but not limited to applicable laws regarding building permits, building codes and standard or safety regulations. All applicants must comply with such laws, ordinances and regulations, in addition to the CC&R'S and these Rules. **The Architectural Committee shall have no responsibility to determine the structural or drainage adequacy of any plans submitted for approval.**

1.2 The Architectural Committee may review and act upon plans submitted by prospective Owners prior to their acquisition of title. Any such action of the Architectural Committee for prospective Owners shall be conditioned upon such prospective buyer acquiring a fee simple interest in the property described in the plans. Such approval is not applicable to any other property without the express written consent of the Architectural Committee.

- 1.3 Plans must be submitted **IN DUPLICATE AND ACCOMPANIED BY THE APPROVED APPLICATION**, showing the Homeowner's name, address, lot, number, telephone number, and Owner's signature, to:

Ryland Centerpointe Architectural Committee  
c/o VierraMoore, Inc.  
2151 Salvio Street, Suite 333  
Concord, California 94520

1.4 Plans must be drawn to scale, showing location, color and dimensions of existing structures, driveways, sidewalks and fences, as well as location, setbacks, color and dimensions of proposed additions and/or improvements, including but not limited to patios, patio covers, visible landscaping, walls and fences, gazebos, screens, structures of any kind, sports apparatus, balconies, spas and pools. Plans shall be accompanied by an application and a description and/or sample of all materials and colors proposed to be used and a proposed construction schedule.

1.5 No landscaping on a lot visible from the street shall be undertaken until plans and specifications have been submitted to and approved in writing by the Committee pursuant to the Association's CC&R'S.

1.6 As the Association maintains the front yard landscape maintenance areas no alterations may be made without the approval of the Board of Directors. Potted plants and flowers may be maintained by the resident as long as there location does not interfere with the maintenance of the front yards.

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

1.8 **POSITIVE DRAINAGE MUST BE CONSIDERED TO ASSURE THAT WATER DOES NOT DRAIN TOWARDS THE FOUNDATION OR INTO A NEIGHBORS YARD. PLEASE REFER TO SECTION 4.4 OF THE CC&R's FOR ADDITIONAL RESTRICTIONS REGARDING DRAINAGE.**

1.9 If there is a particular view of importance or obstruction to any Homeowner, it should be noted.

1.10 The Architectural Committee may request any additional information, plans and details as it reasonable sees fit to adequately review the request for approval

1 11 Within sixty (60) days of receipt of plans for approval which comply with the above Rules, the Architectural Committee shall review the plans (as set forth under "Architectural Committee Meetings" below) and shall grant written approval, written denial, or a written request for additional information or clarification of information submitted. Any plans submitted which do not comply with these rules may be rejected by the Architectural Committee. Such rejection shall be accompanied by a statement of what deficiencies must be corrected prior to formal review by the Architectural Committee.

## 2.0 GENERAL ARCHITECTURAL GUIDELINES

The following are general guidelines which the Architectural Committee will follow in approving or disapproving your plans. The Committee reserves the right to amend them from time to time without prior notice. For more specific guidelines, refer to the CC&R'S

2.1 **Patio Structures, Sunshades, Arbors, Sheds, Trellises, and Gazebos:** Structures shall be made of wood, masonry or similar materials only

2.2 The side elevations of the above structures shall not be enclosed in any manner, except for sheds and in the case where a wall on a main dwelling forms a natural enclosure to some or all portions of a side elevation.

2.3 The following materials shall NOT be used for the roof (top cover surface) on sheds, patios and sunshades:

- A. Metal structures and supports, including metal awnings.
- B. Plastic and fiberglass panels.
- C. Plastic webbing, reed or straw like materials.

2.4 No balcony may be built that may infringe upon a neighbor's privacy unless the neighbor gives their consent in writing. Such consent letter shall be attached to the submitted plans.

2.5 No cutting into or encroachment upon a slope or hillside will be permitted without approval first obtained from the Architectural Committee. Slope areas within any lot shall be maintained by the Owner in a neat, orderly and safe condition and in such a manner as to enhance their appearance, maintain established slope ratios, prevent erosion and sliding problems and to facilitate orderly discharge of water through drainage systems. No structure, planting, debris or other materials shall be placed or permitted to remain or other activities undertaken which might damage or interfere with established slope ratios, create erosion or sliding problems, or interfere with established drainage function or facilities.



## 2.6 Exposed Equipment:

- A. No equipment shall be exposed to public view including sport apparatus. Basketball standards may be approved by the Committee if they are located in rear or side yard areas only. Portable basketball standards will not be permitted in front driveway areas, courts, sidewalks or public streets. No basketball standards may be affixed to the front of a home or garage or erected in the front.
- B. Antenna/Satellite Dishes. Subject to the requirements of Civil Code Section 1376, as it may be amended from time to time, installation and maintenance of television or video antennae or satellite dishes over one meter in diameter visible from any Common area or public street must be submitted to the Architectural Committee. Satellite dishes less than one meter do not need approval of the Architectural Committee if they meet the following guidelines.
- 1) They are not mounted on the roof or chimney of the residence.
  - 2) They are located at the rear or side of the residence (except corner lots) in the least conspicuous (obvious) location visible from the common areas or public streets.
  - 3) All wiring shall be painted to match the exterior of the residence.
  - 4) Equipment mounted on the roof shall be screened from the view of surrounding Lots and public streets.

2.7 **Fences:** No fences, hedges or walls shall be erected or maintained other than those initially installed by Declarant, unless first approved by the Architectural Committee. Fences, **including painting**, shall be of a material that is compatible with the surroundings and of a material similar to that of existing fences. Fences over six feet in height (as measured from a level area adjacent to such fence) which obstruct the view of any neighbor or are visible from the common areas, streets or adjoining lots, will require the written approval of the affected neighbor, as well as approval from the Architectural Committee and the City of San Jose.

No landscaping or fences installed shall prevent adequate driver visibility from the streets within the project.

2.8 **Signs:** Please refer to Article 4.14 of the CC&R'S regarding various sign uses permitted and Section B-7 of the adopted Rules and Regulations.

2.9 **Landscape Materials:** It is recommended that a mixture of lawn, plant materials and ground cover be used. **Any use of statuary, water features or fountains is not permitted in the front yards.** Coverage of any colored rock, gravel, sand or wood chips need approval of the Committee.

2.10 **Commercial Use:** No part of any residence shall be used, or cause to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing vending or non-residential purposes unless specifically permitted by local ordinance and Article 4.17 of the CC&R'S.

2.11 **Utility Service:** No lines, wires, or other devices for communication or transmission of electric current or power, shall be constructed, placed or maintained anywhere in or on any lot, unless contained in conduits or cables underground or concealed in, under or on a buildings or other approved structures, excluding temporary power or telephone services incidental to construction of approved buildings.

2.12 **Temporary Occupancy:** No trailer, tent, shack, barn, garage, basement of any incomplete building, or temporary building or structure will be used as a residence, either temporary or permanent.

2.13 **Nuisances:** No plans shall be approved which might, in the opinion of the Architectural Committee, render any lot portion thereof, unsanitary, unsightly, harmful or detrimental to any property in the vicinity or to the occupants thereof. No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes shall be located, used or placed on any lot.

2.14 **Clothes Drying Facilities:** No outside clotheslines or other outside clothes drying or airing facilities are allowed on a lot.

2.15 **Fires:** No exterior fires whatsoever, except barbecue fires contained within receptacles designed for such purpose, are permitted. Only EPA certified wood stoves are allowed to be installed.

2.16 **Mailboxes:** Mailboxes and mailbox structures, unless installed by Declarant, must be approved by the local postal authority and the Architectural Committee.

2.18 **Structures for Animals:** No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from neighboring property unless approved by the Architectural Committee. **Please refer to Section 4.2 of the CC&R's for additional animal restrictions.**

2.19 **Outside Lighting:** No exterior yard lighting without adequate and proper shielding shall be installed on any residence or erected in any yard without Committee approval.

2.20 **Vehicle Storage:** No trailers, recreational vehicles, campers, boats can be stored on the lot unless in conformance with Section 4.9 of the CC&R'S.

2.21 **Approval of City of San Jose:** Without approval of the City of San Jose, no Owner may construct an addition to or remodel a residence, or construct or architecturally alter a swimming pool, spa, accessory structure, or fence.

2.22 **Storage of Materials:** Storage of construction materials is not allowed in the streets. Construction debris shall be removed from the front yard of a residence on a daily basis.

2.23 **Minimum Setbacks:** Minimum setbacks for all structures including accessory structures (pools, spas, sheds, etc.) shall be in accordance with the City of San Jose Codes and Ordinances.

2.25 **Construction Activities:** Construction activities are permitted in accordance with Codes and Ordinances of the City of San Jose.

2.26 **Yard Easements:** For those lots that have adjacent yard easements please refer to Section 4.18 of the CC&R's prior to planning any improvements.

### 3.0 **ARCHITECTURAL COMMITTEE MEETINGS**

3.1 The Architectural Committee shall meet as necessary to properly perform its duties. The Committee can convene by telephone if necessary

3.2 Notice of meetings shall not be in writing and may be given by telephone. Meetings shall be held not more than thirty days after receipt of a plan submitted for approval.

3.3 The Committee shall keep records including copies of its Rules, Guidelines and Procedures, plan approvals and/or rejections, and copies of correspondence to Homeowners and others.

3.4 In reviewing plans, the Committee may, but is not obligated to, have the plans reviewed by and consider the opinions of professional consultants and others including those who are not Members of the Association, conduct open hearings and consider evidence and comments from all relevant sources, and make a personal inspection of the property involved without the presence of other Members of the Architectural Committee or the Owner of the property. If the Architectural Committee chooses to conduct an open hearing, at least five (5) days prior written notice of such hearing must be given to the Owner submitting plans for approval. Such hearing may be adjourned and reconvened at a time no later than twenty-five (25) days from the date the plans were submitted for approval.

3.5 The Architectural Committee Members will review the plans and either grant approval in entirety, disapproval in entirety, or approval subject to conditions. Management shall notify the Homeowner in writing of the action taken by the Committee.

3.6 Any Member of the Architectural Committee, or any consultant retained by the Architectural Committee who has an ownership or financial interest in the property for which an application is being processed, or is legally related to the applicant, must disqualify himself or herself from participating in the architectural review process of that application.

3.7 Approval of any plan by the Architectural Committee does not waive the necessity of obtaining City permits which may be required. If Architectural Committee approval is obtained and modifications to the plans are required by the County or other authority, such modification to the plans must be reviewed and approved by the Architectural Committee pursuant to procedures set forth in these Rules, prior to the start of any work.

#### 4.0 **PROCEEDING WITH WORK**

4.1 Upon receipt of approval from the Architectural Committee, the Owner shall begin and complete work within one year from the date of approval or approval given shall be deemed revoked.

#### 5.0 **NON-COMPLIANCE AND ENFORCEMENT PROCEDURES**

5.1 If the Architectural Committee finds that the work has not been done in substantial compliance with the approved plans, the Committee shall notify the Owner in writing and request that the Owner remedy same. If the Owner fails to remedy the non-compliance within thirty days after the date of the notice of non-compliance, the Architectural Committee shall then set a date on which a hearing will be held before the Committee.

#### 6.0 **WORK PERFORMED WITHOUT PRIOR APPROVAL**

6.1 If work is commenced or completed without Architectural Committee approval, the Committee may require the Homeowner to submit plans for approval and may approve or disapprove the plans, notwithstanding the fact that work has commenced prior to Architectural Committee approval. If plans submitted for approval are found to be in violation of the CC&R'S, these Rules or otherwise by the Architectural Committee, or the Owner fails to submit plans as requested by the Architectural Committee within thirty days after the date of written request from the Architectural Committee, the Architectural Committee shall then set a date on which a hearing will be held before the Committee.

6.2 In the event the Architectural Committee receives a complaint that work has been commenced or completed without Architectural Committee approval, the following procedures will be taken.

- A. The Architectural Committee will make an investigation to verify the complaint is accurate.
- B. The Architectural Committee will make a determination whether such construction is in violation of the CC&R'S, including the failure to obtain Architectural Committee approval.
- C. If a determination of violation of the CC&R'S is made by the Architectural Committee, the Committee will notify the Owner in writing of the violation and request that the violation be remedied.
- D. If, within thirty days from the date of notice of violation, the Owner fails to remedy the non-compliance, the Architectural Committee shall set a date on which a hearing will be held before the Committee.

#### 7.0 **GENERAL CONDITIONS**

7.1 Any condition or material not defined within these Rules and Guidelines shall become a matter of judgement on the part of the Architectural Committee unless described in the CC&R'S. See the CC&R'S for the general use restrictions.

7.2 Neither the Architectural Committee nor any Member thereof shall be liable to any Owner for any damage, loss, or prejudice suffered to be claimed on account of:

- A. the approval or disapproval of any plans, drawings and specifications, whether or not defective;
- B. the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- C. the development of any property within the project; provided, however, that such Member has acted in good faith on the basis of such information as may be possessed by him.

7.3 Pursuant to Section 11 1 3 of the CC&R'S, "Declarant" under the CC&R'S is exempt from the Architectural Committee; therefore, these Architectural Committee Standards shall not apply to the Declarant.

7.4 The Architectural Committee Rules may be amended only by a unanimous vote of the Architectural Committee and a majority vote of the Board of Directors.

**RYLAND CENTERPOINTE OWNERS' ASSOCIATION  
HOME IMPROVEMENT REQUEST APPLICATION**

**NOTE: Plans should be submitted at least 60 days before activity begins.  
No activity may begin prior to approval.  
All applications should be submitted with a plan to scale (2 copies).**

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
(Please Print)  
ADDRESS \_\_\_\_\_ LOT NO \_\_\_\_\_  
(Street, City, Zip Code)  
PHONE. (H) \_\_\_\_\_ (W) \_\_\_\_\_ PROPOSED COMPLETION DATE \_\_\_\_\_

**TYPE OF ARCHITECTURAL AND/OR LANDSCAPING IMPROVEMENT**

**MODIFICATIONS/ADDITIONS**

- Remodeling/Additions
- Garage Doors/Exterior Doors
- Driveway/Walkways
- Gazebos/Sheds/Play Equipment
- Greenhouses/Sun Rooms
- Swimming Pool/Spa/Solar Panels
- Decks/Patios
- Arbors/Overhangs
- Dog Houses/Runs
- Fences/Fence Additions  
and Retaining Walls
- Landscaping Front and/or  
back yard

Is material same color and type as your house?  
\_\_ Yes \_\_ No

Materials to be used:

- Wood     Stucco     Brick
- Stone     Concrete
- Other \_\_\_\_\_

Painting:

- Repaint house same color
- Repaint house new color

**Attach paint color samples for stucco, trim and facia**

Additional Comments. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgment of all neighbors who will be affected by your alterations/improvements is required To expedite the processing of your application, please show and explain your plans to all those neighbors who will be affected and have them sign in the appropriate place below

**NEIGHBOR ACKNOWLEDGMENT:** I have reviewed the plans of \_\_\_\_\_ and am aware of all their proposed alterations/improvements shown on the attached plan

LOT #	NAME (PRINT)	SIGNATURE	PHONE #	DATE

**General Conditions of Approval:**

1. Comply with Covenants, Conditions and Restrictions, final Subdivision Map, and established Design Guidelines previously approved by the Board of Directors.
2. Obtain all necessary governmental approvals. Construction shall comply with applicable laws, ordinances, codes and regulations within the City of San Jose. A permit may be required.
3. If construction waste or excavation material result, it shall be disposed of properly. Adjoining properties are not to be disturbed.
4. No construction materials or debris of any type shall be stored or dumped on any street within the development.

The undersigned applicant requests approval of the improvements described above based upon the plans included with this application, and understands and agrees to comply with the general conditions stated above.

\_\_\_\_\_  
Applicant signature

\_\_\_\_\_  
Date

**RETURN APPLICATION AND PLANS TO:**

**Ryland Centerpointe Architectural Committee**  
C/O VierraMoore, Inc.  
2151 Salvio Street, Suite 333  
Concord, CA 94520

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**Ryland Centerpointe Architectural Committee**

For Association Use Only:     Approved     Not Approved     Conditionally Approved

Comments. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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