

Adopted by the Board of Directors

Date: January 9, 2012 – Revised: September 10, 2012 - Revised: September 10, 2018

Table of Contents

PURPOSE	3
Guidelines.....	4
Architectural Standards	8
Satellite Dish.	9
Antennae.....	10
Flagpoles.	10
Window Coverings.....	10
Equipment and Storage Sheds.	10
Skylights and Other Solar Energy Equipment.	10
Fences.	10
Patios, Covers, Decks and Awnings.	10
Remodels and Additions.	12
General Conditions	13
Notice Of Completion.....	14
Standard Home Improvement Form.....	15
Satellite Dish Rules	19
Solar Energy Systems (approved by BOD on 09/10/2018)	21
Background on California's Solar Rights Act.....	27
Solar Release and Indemnity Agreement	29

PURPOSE

As set forth in the Declaration of Restrictions, the Architectural Review Committee is vested with the power to review and approve all improvements to all residential lots and dwellings for Tierra Linda Maintenance Corporation. Such improvements include, without limitation, additions, modifications and alterations to residential dwelling, signs, fences, walls, screens, patios and patio covers, window treatments, air conditioning units and attic fans, and any other modification to the exterior of a dwelling or other improvements or alterations to your home.

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

The Architectural Committee is composed of a minimum of three members appointed by the Board. These members need not be Owners in Tierra Linda Maintenance Corporation. Members of the Architectural Committee shall receive no compensation for services rendered other than reimbursement by the Corporation for any expenses that might be incurred in performing their duties. The Architectural Committee has the right to retain architects or other construction specialists as may be necessary to perform its duties. The Tierra Linda Architectural Committee and its powers hereunder are in addition to the SAMLARC Architectural Committee and its powers under the SAMLARC Declaration.

Prior to the commencement of any addition, alteration or construction work of any type on any residential dwelling in Tierra Linda, you must first make application to the Tierra Linda Architectural Committee, SAMLARC and the City of Rancho Santa Margarita for review and/or any permit requirements for such work. Failure to obtain approval of the Architectural Committees may constitute a violation of the Declaration of Restrictions and/or any Supplementary Declaration of Restrictions affecting your home, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the City of Rancho Santa Margarita, the County of Orange Building Department, or other governmental agencies prior to the commencement of any work. Neither the Architectural Committee, nor the Corporation assumes any responsibility for the failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Committee approval.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)
Guidelines

A. Submission Procedure and Requirements

1. All requests ("Requests") for Architectural Committee approval are to be made on the Standard Tierra Linda Home Improvement Form., ~~(Exhibit A).~~

2. Submission of Requests. All Requests are to be made to:

Tierra Linda Maintenance Corporation
Attention Architectural Committee
c/o Seabreeze Management Company
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, CA 92656

3. Reasonable Fee. The Board of Directors, or the Architectural Committee may assess a fee not to exceed \$50.00 per submission for review of plans and specification required pursuant to these Standards.

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.

NOTE: It is recommended that work involving major additions or work requiring variances be submitted at the preliminary drawing stage for review by the Architectural Committee and the City of Rancho Santa Margarita, Building Department. Final drawings should not be prepared until after preliminary plans have been approved.

5. Required Information and Documentation to accompany Standard Home Improvement Form. Together with a complete Standard Home Improvement Form, three (3) complete sets of the following information must be submitted to the Architectural Committee to constitute a complete Application. One (1) set will be returned to you after completion of the review.

a) Complete Neighbor Notification Form.

b) Plot plan drawn to scale showing the following:

(1) All proposed improvements and relevant elevations, together with the desired location of such improvements to dwelling units.

(2) Complete dimensions of the proposed improvements.

c) Description of materials to be used, including the proposed color scheme. Samples should be provided.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

- d) Grading plans (if applicable) where the established drainage pattern might be altered by the proposed improvements.
- e) Floor plans (if applicable) showing overall dimensions and area of improvements reflecting your preliminary design concept.
- f) Description of proposed construction scheduled.
- g) Landscape plan and working drawings (if applicable).
- h) If proposed improvements require access over the Common or Community Area or Community Facilities for purposes of transporting labor and/or materials, written permission shall be required from the Corporation. Any such requests must be filed with the Architectural Committee prior to the commencement of your improvements.
- i) Any other information or documentation deemed to be necessary by the Architectural Committee in evaluating your request.

B. Failure to Comply with Required Procedures.

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

C. Final Approval by Architectural Review Committee.

The Architectural Committee shall give final approval or disapproval of your request within forty-five (45) days from submission of a complete Application (including all the required supporting information and documentation). In the event the Architectural Committee fails to respond within forty-five (45) days from receipt of your completed Application, your request shall be deemed to be approved.

D. Disapproval by Architectural Committee: Appeal.

In the event the plans and specifications submitted to the Architectural Committee are disapproved by the Committee, the party or parties making such submission may appeal in writing to the Board of Directors of the Corporation. The written request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for re-review, and written recommendations will be timely submitted to the Board of Directors by the Architectural Committee. Within the forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said 45 days period shall be deemed a decision in favor of the parties submitting the appeal.

E. Enforcement.

Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Committee, or failure to maintain the improvements in an appropriate manner, may constitute a violation of the Declaration of Restrictions and may require maintenance, modifications or removal of any work of improvement at your expense. Pursuant to the provisions of the Declaration, the Board shall have the right to record against your home a Notice of Non-Compliance which shall identify the reason(s) for such notice. If necessary, the City of Rancho Santa Margarita and/or other appropriate government agency will be contacted to assist in enforcement of this policy.

F. Violations.

All Owners in Tierra Linda Maintenance Corporation shall have the right and responsibility to bring to the attention of the Architectural Committee, any violations of the Standards set forth herein.

G. Inspection.

Upon completion of the work of improvement you shall notify the Architectural Committee for final inspection and approval. Any member or agent of the Architectural Committee may, within sixty (60) days thereafter, at any reasonable hour or hours and upon reasonable notice, enter and inspect the subject property as to the completion of the improvement. Such entry shall be made with as little inconvenience to you as possible, and any damage caused thereby shall be repaired by the responsible party.

H. Conditions Not Included in the Architectural Standards.

As mentioned earlier, the Board of Directors, and the Architectural Committee, each reserves the right to act and promulgate such additional architectural standards and guidelines as may be necessary to maintain and promote the architectural integrity of Tierra Linda Maintenance Corporation.

I. Maintenance of Home Improvement.

It is the responsibility of the Unit Owner to maintain any Improvement Project completed on the Unit by the current or any previous unit owner as it must not become a burden on the Corporation.

For exterior wood structures, this includes regular painting of the wood in the current community color scheme at least every five (5) years. For exterior stucco structures, this includes regular painting of the stucco in the current community color scheme at least every ten (10) years. The owner must maintain the wood in good repair and treat and/or repair wood rot, breakage and insect infestation as needed. The Board of Directors may have the structure inspected for these maintenance concerns by a qualified professional (i.e.: Termite Inspector, General Contractor). Should the color scheme within the community be changed by the Board of Directors, the Unit Owner is required to paint the improvements

of their Unit in the new color scheme within six (6) months of the completion of the painting project of the community.

If any alterations have been made to the unit, including but not limited to, walls, windows, plumbing, lighting and/or electrical, the current and any future unit owner is responsible for any repairs needed and damage created by these alterations. For example, if the plumbing in the walls was reconfigured to change a bath tub into a shower stall, all plumbing along with the wall materials that were altered become the responsibility of the current and any future unit owner.

J. Unit Owner Exterior Maintenance Responsibilities.

Tierra Linda Maintenance Corporation Unit Owners are responsible for all exterior windows / glass, screens, exposed plumbing, altered plumbing and doors except for the two utility doors for the electric and gas meters. The doors must be painted in the approved color scheme of Tierra Linda Maintenance Corporation or have written approval of variance from the Tierra Linda Architectural Review Committee. The Tierra Linda Board of Directors (TLBOD) may determine that these doors are in need of painting due to fading, peeling or other deterioration and will send notice to those unit owners where maintenance is needed.

The TLBOD may contract with a plumber to periodically test the pressure regulators of the units to determine if the pressure regulator is in need of repair, adjustment or replacement. It is the unit owner's responsibility to repair, adjust or replace the pressure regulator if such work is required. Any plumbing issues that arise and are determined to have likely been caused by excessive water pressure due to the failure of the pressure regulator may be the responsibility and expense of the unit owner. It is recommended that you have your pressure regulator inspected and tested on a regular basis.

The complete air conditioning and heating system located inside and/or outside the unit for the exclusive use of a unit is the responsibility of that unit owner.

Unit owners are responsible for all maintenance of the exclusive use common area back yard associated with their unit except for the fencing and walls which are maintained by the corporation. This area must be kept clean, neat and well maintained. Unit owners must make access available to this area for maintenance with reasonable notification by the corporation or any of its vendors.

This is not intended to be a complete list. Please also review the Tierra Linda Maintenance Matrix for a more complete list of unit owner vs. corporation responsibilities.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)
Architectural Standards

K. Landscaping and Other Related Improvements.

No Owner shall further landscape or otherwise improve any Common Facilities Owned and maintained by the Tierra Linda Maintenance Corporation without prior approval of the Architectural and/or Landscape Committee(s). Should an Owner obtain approval for changing the Common Area Landscape, the Owner shall be responsible for maintaining the changed Landscape, including, but not limited to, watering, fertilizing, weeding, mulching and/or trimming any plant materials.

L. Drainage and Fill.

There shall be no interference with the established drainage patterns over any Lot, Common Area or Community Facilities, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and the City of Rancho Santa Margarita.

M. Gutters and Downspouts.

No gutters, downspouts or scuppers to control water shed from roofs shall be installed without the prior approval of the Architectural Committee. Such improvements shall be primed and painted to match the surface color of its appurtenant dwelling.

N. Unsightly Items.

All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets, Lots, Units, Community Facilities or Common Areas.

Satellite Dish.

1. Pursuant to the Association's governing documents and Civil Code 1376, no video television antenna, including satellite dishes, will be permitted within the subdivision which has a diameter or diagonal measurement of more than 36 inches; and,
2. Owners of satellite dishes which have a diameter or diagonal measurement of 36 inches or less must comply with the following Architectural Guidelines:
 - a) The location of the dish must be such that its visibility to street or common area is minimized;
 - b) The location of the dish must be such that its visibility to adjacent and neighboring lots is minimized;
 - c) The satellite dish may need to be screened from view on all sides with use of shrubs, trees or vines, where applicable, as approved by the Board and/or Architectural Committee;
 - d) The satellite dish wire must enter the house through the wall, the flashing of the chimney, or under a tile or composition roof using the shortest practical distance from the dish. The dish wire shall not be permitted to hang over the outside of the eave of the house;
 - e) The satellite dish mounting and related exterior equipment must be a color that is painted to match the existing color of adjacent surface;
 - f) The satellite dish cannot be at the top or sides of the chimney or extend above the roof lines;
 - g) Attachment of a dish may not extend beyond the exterior outside wall of the Unit.

Submittal Requirements for the satellite dish must include the following:

- (a) All submittals are to be made on the Standard Tierra Linda Home Improvement Form.
- (b) Completed Impacted Neighbor Statement Form
- (c) Photographs showing the proposed location of the satellite dish and cabling, as it may be viewed from the street, neighboring properties and Common Areas.
- (d) Three (3) copies of a plan showing the proposed satellite dish in relation to existing Improvement and property lines.

Antennae.

No other television, radio, "citizen band radio", "ham radio" or other electronic antennae of any kind or other electronic device of any type shall be erected, constructed, placed or permitted to remain on any Lots or upon any of the buildings constructed upon such Lots, unless the same shall be contained within a dwelling.

Flagpoles.

The installation of flag poles shall be subject to review by the Architectural Committee. In-ground mounted flagpoles are prohibited.

Window Coverings.

Only curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, paint, newspapers or similar covering deemed to be inappropriate for a window covering by the Architectural Committee shall be applied to the windows or doors of any dwelling.

Equipment and Storage Sheds.

No structure of a temporary nature, trailer, tent, shack, garage, barn or other out-building shall be installed or used at any time, temporarily or permanently.

Skylights and Other Solar Energy Equipment.

The installation of rooftop structures or a system to accommodate solar energy equipment or skylights must have the approval of the Architectural Committee prior to installation.

Fences.

In order to maintain the aesthetic appearance of Tierra Linda, the Architectural Committee has established specific fencing requirements. The exclusive use common area "back yard" fences and walls are the property of the Tierra Linda Maintenance Corporation and are not to be altered. Temporary fencing may be permitted only during the construction of a Home Improvement project with written Architectural Review Committee approval. No double fences shall be constructed.

Patios, Covers, Decks and Awnings.

- 1) Structures shall be of wood, PVC or composite material construction and have the appearance of wood with the exception of vertical supports which may be stucco or masonry.
- 2) Structures in this section shall conform to the original structural character of the existing dwelling.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

- 3) Horizontal covers shall be constructed of wood, PVC or composite material and have the appearance of wood or match the roof of existing dwelling. Patio trellises shall be minimum fifty percent (50%) open.
- 4) Structures under this section will be painted to match the wood trim or stucco color used on its appurtenant dwelling. Harmonizing color variances may be submitted to the Architectural Committee with samples for approval.
- 5) Unacceptable construction materials for patio and awning structures shall be:
 - a) Metal
 - b) Corrugated plastic
 - c) Fiberglass
 - d) Plastic webbing
 - e) Reed or straw-like materials
- 6) In designing a Deck, intrusion upon a neighbor's privacy, or the passage of light or air to a contiguous Lot or Unit, shall be kept to an absolute minimum.
- 7) Awnings not consistent with the overall architectural elevations will not be permitted. All awnings must be well maintained.
- 8) All cloth awnings must be submitted to the Board of Directors for review and approval. The submitting homeowner must be present at the board meeting wherein the awning plans are to be final approved by the Board of Directors.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)
Remodels and Additions.

All alterations and additions shall be in keeping with the overall aesthetic nature of the community. Exteriors shall be constructed with materials that conform to type, quality, character, and detailing established in the existing dwelling.

3. Roof Plan:

- a. Show plan of all existing and new roofs with pitches and overhangs noted.
- b. Show materials of all existing and new roofs.

4. Floor Plan

- a. Indicate all walls, columns, openings, and any condition or feature that will affect the exterior design of the building.
- b. Indicate exterior landscape or other details affected.

5. Elevations

- a. Indicate all exterior elevations of all buildings existing and with all members drawn to scale.

6. DRAWINGS SHALL, IN ANY CASE, SHOW THE NATURE, KIND, SHAPE, DIMENSIONS, MATERIALS, EXTERIOR COLORS, AND LOCATION OF PROPOSED IMPROVEMENTS.

General Conditions

1. TIERRA LINDA MAINTENANCE CORPORATION Architectural Control approval does not constitute waiver of any requirements required by applicable governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and TIERRA LINDA assumes no responsibility for such. The function of the Architectural Control Committee is to review submittals as to aesthetics. All technical and engineering matters are the responsibility of the lotowner.
2. An oversight of a Covenant, Condition or Restriction, or a Committee policy does not constitute a waiver of that rule and therefore, must be corrected upon notice.
3. City of Rancho Santa Margarita ordinances require homeowners to maintain correct grades of lots so that water drainage does not flow into adjoining properties or does not prevent off flow from same.
4. Access for equipment used in construction must be through your property only. Access over Community Property will not be permitted.
5. Streets may not be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and building materials may not be stored on streets, sidewalks or *any other* Community Property.
6. A single small dumpster may only be placed on your driveway and for no more than five (5) working days unless prior approval is obtained in writing from the Tierra Linda Board of Directors.
7. Building permits may be required for certain improvements from the City of Rancho Santa Margarita.
8. Any damage to the TIERRA LINDA Community Property will be replaced or repaired by a Tierra Linda subcontractor. All applicable charges for restoration will be charged back to the homeowner in the form of a special assessment by Tierra Linda Maintenance Corporation and is due and payable within 30 days from notification or assessment of penalties.
9. Approval of plans is not authorization to precede with improvements on any property other than the lot owned by the applicant.
10. Approved plans are not to be considered authorization to change the drainage plan as installed by the developer and approved by the County of Orange.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)
Notice Of Completion

Upon completion of any work for which approval has been given, the owner shall submit written notice of completion to the Committee. Within 60 days thereafter, a representative of the Committee may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify their owner in writing of such noncompliance within a 60-day period and require the owner to correct the matter.

If upon expiration of 60 days from the date of notification the owner fails to remedy the noncompliance the committee shall notify the Board of Directors of the Corporation (sometimes hereafter referred to as the "Board") in writing of such failure. After affording such owner notice and hearing, the Board shall determine whether there is a noncompliance of Architectural Guidelines and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling of noncompliance. If the owner does not comply with the Board ruling within such period, the Board may levy a Special Assessment against the owner for the costs of removing or remedying such noncompliance.

All construction, alteration or other work shall be performed as promptly and diligently as possible and shall be completed within one hundred eighty (180) days after the date on which the work commenced.

VARIANCE

The Committee may authorize variances from compliance with any architectural provisions contained in Tierra Linda Maintenance Corporation, including without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require such variances. The granting of a variance must be evidenced in writing and must be signed by at least a majority of the members of the Board of Directors.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

Standard Home Improvement Form

Submit To: Tierra Linda Maintenance Corporation
Attn: Architectural Committee
c/o: Seabreeze Management Company
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, CA 92656

Unit Owner's Signature: _____

Name (Print): _____ Best Phone: (_____) _____ - _____

Unit Address: _____ Alt. Phone: (_____) _____ - _____
Rancho Santa Margarita, CA 92688

If Different:

Owner's Mailing Address _____

City: _____ State: _____ Zip: _____

Proposed Start Date: ____ / ____ / ____ Finish Date: ____ / ____ / ____

Project(s) Being Submitted: (Please check appropriate item(s))

- | | |
|--|---|
| <input type="checkbox"/> Air Conditioner | <input type="checkbox"/> Green House |
| <input type="checkbox"/> Awning(s) | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Lawn Only | <input type="checkbox"/> Landscaping / Trees |
| <input type="checkbox"/> Deck | <input type="checkbox"/> Rear – back yard |
| <input type="checkbox"/> Grade/Drains | <input type="checkbox"/> Rear – outside of fence, common area |
| <input type="checkbox"/> Gutter(s) / Downspout(s) | <input type="checkbox"/> Side – common area |
| <input type="checkbox"/> Fence(s) / Retaining Wall(s) | <input type="checkbox"/> Front – common area |
| <input type="checkbox"/> Wall(s) / Window(s) – dwelling exterior | <input type="checkbox"/> Patio Cover / Trellis |
| <input type="checkbox"/> Rear | <input type="checkbox"/> Exterior Painting |
| <input type="checkbox"/> Side | <input type="checkbox"/> Playhouse / Swing |
| <input type="checkbox"/> Front | <input type="checkbox"/> Spa and Equipment |
| <input type="checkbox"/> Extension | <input type="checkbox"/> Pool and Equipment |
| <input type="checkbox"/> Satellite Dish / Antenna | <input type="checkbox"/> Relocation of any approved project |
| <input type="checkbox"/> Other: _____ | |

Please ensure that the following details are shown on your plans and the following documents are included with your submission:

- | | |
|--|--|
| <input type="checkbox"/> Names of all plant material | <input type="checkbox"/> Three (3) Sets of Plans or Drawings |
| <input type="checkbox"/> Types of Materials Used | <input type="checkbox"/> Neighbor Signatures |
| <input type="checkbox"/> Types of Wood Surfaces | <input type="checkbox"/> Sample Materials if Appropriate |
| <input type="checkbox"/> Color Scheme | |

NOTE: Plans that are approved are not to be considered authorization to change the drainage plan as installed by the developer and approved by the County of Orange. The review is intended to consider aesthetic appearances of the drains, pipes and coring and other applicable aspects of drainage.

Owner may also need to acquire approval from the City of Rancho Santa Margarita for permission to encroach within public easements or right-of-way. Building permits may need to be obtained from the City of Rancho Santa Margarita for such improvements as patio covers, gazebos, spas, pools, decks, etc.

NEIGHBOR NOTIFICATION

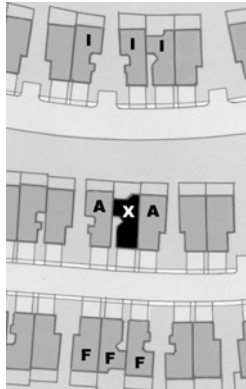
It is the intent of the Architectural Review Committee (ARC) to consult neighbors on any improvements, which may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular improvement shall only be advisory and shall not be binding in any way on the ARC's decision.

Definitions:

Facing Neighbor: Means the three (3) Units directly across the street from the Unit in question

Adjacent Neighbor: Means all Units with adjoining property lines to the Lot in question

Impacted Neighbor: Means all Units in the immediate surrounding area which would be affected by the construction of any improvement



In this example, the unit marked "X" is preparing a Patio Cover project. The three marked "F" are the Facing Neighbors, the two units marked "A" are the Adjacent Neighbors and the three units marked "I" are Impacted Neighbors.

Improvements Requiring Notification:

Any exterior improvements that may impact the neighbors in the community and any interior improvement that will create a noise burden on any adjacent Unit(s) for an extended period of time (more than a few hours).

Statement:

The Facing, Adjacent and Impacted Neighbor Statement must be provided to the ARC to verify that the neighbors have been properly notified about the proposed improvements. Their signature on the statement is not their approval or endorsement of the improvement.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

FACING, ADJACENT AND IMPACTED NEIGHBOR STATEMENT

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

Neighbor Notice: Your signature below is not an approval of the improvement project proposed, it is to indicate that you have been notified of the project and been given the opportunity to see the plans. If you have any objections, you may contact the property management company with your objections. Your personal information will not be shared with the owner submitting these plans.

Facing Neighbor:

Name	Address (number & street)	Signature
Facing Neighbor:		

Name	Address (number & street)	Signature
Facing Neighbor:		

Name	Address (number & street)	Signature
Adjacent Neighbor:		

Name	Address (number & street)	Signature
Adjacent Neighbor:		

Name	Address (number & street)	Signature
Impacted Neighbor:		

Name	Address (number & street)	Signature
------	---------------------------	-----------

Name	Address (number & street)	Signature
Impacted Neighbor:		

Name	Address (number & street)	Signature
------	---------------------------	-----------

The neighbors have seen the plans I am submitting for Architectural Review Committee approval (see above verification). I understand neighbor approvals and/or objections do not in themselves cause approval or denial. However, the Architectural Review Committee may contact the neighbors to determine their objections and their appropriateness, if necessary.

Submitted by:

Signature: _____ Date: ____/____/____

Name (Print): _____ Unit Address: _____

Rancho Santa Margarita, CA 92688

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

NOTICE OF COMPLETION

Notice is hereby given that:

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

Number
and Street: _____
Rancho Santa Margarita, CA 92688

The _____
(Describe the work completed, i.e.: Satellite Dish Installation)
on the described property was COMPLETED on the _____ day of _____, 20 in
accordance with the Architectural Committee written approval through the above owner's plans and submitted
package.

Signature of Owner: _____ Date: / /20____

Please do not write below this line

Received at Property Management Company: _____ / _____ /20____

Copy sent to ARC: _____ / _____ /20____

Inspected by ARC: _____ / _____ /20____

☐ Approved

☐ Disapproved

By (Print): _____

Signed: _____

Date: _____ / _____ /20____

Satellite Dish Rules

WHEREAS, the governing documents of TIERRA LINDA MAINTENANCE CORPORATION ('Association') specifically preclude the installation of satellite dishes; WHEREAS, effective January 1, 1996, Civil Code 1376 permits the installation of a video or television antenna, including a satellite dish (hereinafter referred to as "satellite dish" which has a diameter or diagonal measurement of 36 inches or less, and upon installation is not visible from any street or common area; and, WHEREAS, Civil Code 1376 specifically permits the Association to impose reasonable restrictions on the installation of such satellite dishes:

IT IS HEREBY RESOLVED by this Board of Directors to adopt the following Architectural Guidelines related to the installation of satellite dishes:

1. Pursuant to the Association's governing documents and Civil Code 1376, no video television antenna, including satellite dishes, will be permitted within the subdivision which has a diameter or diagonal measurement of more than 36 inches; and,
2. Owners of satellite dishes which have a diameter or diagonal measurement of 36 inches or less must comply with the following Architectural Guidelines:
 - a) The installation of the satellite dish must not be visible from any street or Common Area;
 - b) The location of the dish must be such that its visibility to adjacent and neighboring lots is minimized;
 - c) The satellite dish may need to be screened from view on all sides with use of shrubs, trees or vines, where applicable, as approved by the Board and/or Architectural Committee;
 - d) The satellite dish wire must enter the house through the wall, the flashing of the chimney, or under a tile or composition roof using the **shortest practical distance** from the dish. The dish wire shall not be permitted to hang over the outside of the eave of the house;
 - e) The satellite dish mounting and related exterior equipment must be a color that is painted to match the existing color of adjacent surface;
 - f) The satellite dish cannot be at the top or sides of the chimney or extend above the roof lines;
 - g) Attachment of a dish may not extend beyond the exterior outside wall of the house.

Submittal Requirements for the satellite dish must include the following:

- All submittals are to be made on the standard Home Improvement form.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

- Photographs showing the proposed location of the satellite dish, as it may be viewed from the street, neighboring properties and Common Areas.
- Three (3) copies of a plan showing the proposed satellite dish in relation to existing improvement and property lines.

Solar Energy Systems (approved by BOD on 09/10/2018)

Introduction

Tierra Linda Maintenance Corporation ("Association") recognizes the benefits of renewable energy sources, encourages the use of solar energy systems ("SES") within the community, and is committed to working with Owners¹ interested in installing SES.

The Association recognizes that in order to fulfill its responsibilities, it must impose reasonable restrictions on installations of SES. Therefore, the Association has adopted this *Policy on Solar Energy Systems* ("Policy"), which places reasonable restrictions that do not significantly increase the cost of the SES or significantly decrease its efficiency or specified performance. In addition, this Policy ensures that a uniform and reasonably high standard of attractiveness is maintained within the community, and that the Association is able to continue to meet its obligations for the maintenance, repair, and replacement of the common area roofs and other building components.

Since these systems, by nature, must be installed externally to the building, the Association has established this Policy, including the guidelines described below, regarding the installation of SES within the community. This Policy is based on, and designed to comply with, the Solar Rights Act and other related statutory provisions, specifically including California Civil Code sections 714, 714.1, and 4746, and as they may be amended from time to time. The Policy is designed to aid Owners in developing their solar projects within Association expectations, thereby minimizing the time for review and approval by the Association's Architectural Committee ("Committee"). Interpretation, variances, and implementation of the covenants conditions and restrictions ("CC&Rs"), Architectural Rules, and other rules and policies of the Association (collectively "Governing Documents") are at the sole determination of the Committee. This Policy supersedes any and all previous policies and guidelines promulgated by the Association regarding the installation of Solar Energy Systems, if any.

Definition

A SES is defined as any solar collector or other solar energy device or any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and/or distribution of solar energy for space heating, space cooling, electricity generation, or water heating.

The following common SES are included in the above definition:

- Photovoltaics (solar electric).
- Solar water heating for use within a building.
- Solar water heating for space heating.

Other roof mounted fixtures, features, and equipment which are not the purview of this Policy shall include, but not be limited to, skylights, roof windows, light tubes, HVAC equipment, ducts, piping, conduits, water

¹ All capitalized terms not defined herein shall have the meaning as described in the Association's Declaration of Covenants, Conditions and Restrictions.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

tanks and collectors, and any other items that alter the existing profile, shape, texture, material, color, and/or form of the roof.

Guidelines

1. All installations or alterations of SES(s) must be approved in writing by the Committee prior to commencing any construction activities. The Association may require, prior to providing its approval, that the Owner provide evidence that he or she has obtained all necessary governmental permits as well as written approval from the Association. Any Owner who installs or seeks to install an SES without prior written permission and approval of the Committee, shall be responsible for all costs incurred to remove, relocate or modify the SES, including attorney's fees and costs.
2. The plans and specifications must include, at a minimum, the following:
 - a. Details on all components of the SES, proposed locations of all components, and description of how the components will be installed.
 - b. Samples of the proposed SES and manufacturer's product literature shall be submitted with the application to the satisfaction of the Committee.
 - c. Drawings/plans/renderings/elevations "illustrating" the SES components (including, without limitation, materials, shape, dimensions, color, etc.) where the components will be installed on the building.
 - d. Calculations shall be provided with the initial application verifying the number and/or area of panels required for the proposed SES, including the estimated load per square foot of the SES on the building.
 - e. Confirmation that the installer of the SES is a licensed contractor ("SES Contractor") who agrees to indemnify the Association for any damage caused to Association Common Area as a result of the construction/installation of the SES.
 - f. Any other information the Committee may require.
3. The Committee shall have the right to disapprove an application for a proposed SES based on aesthetics pertaining to profile, size, mass, color, texture, material, and other criteria considered by the Committee pursuant to the Governing Documents, this Policy, and the guidelines referenced herein.
4. No SES shall be installed unless it meets all applicable standards and requirements imposed by state and local permitting authorities, and all applicable safety and performance standards established by the California Electrical Code and the Institute of Electrical and Electronics Engineers, accredited testing laboratories, such as Underwriters Laboratories (UL) and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. While the Association and the Committee are not responsible for verification of such equipment's compliance with any and all applicable governing regulations, requirements, and standards, the Association and Committee will require that all Owners install only those systems that meet and satisfy any and all applicable governing regulations, requirements and standards. Whether specifically stated in the Committee's written approval or not, all approvals are based on the condition that the SES complies with all such governmental regulations, requirements and standards.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

5. Once approved in writing by the Committee, but prior to installation, the SES Contractor shall perform an inspection of all roofing components and comply with the following:
 - a. Determine the estimated usable life span of the existing roof;
 - b. Verify that the existing roof has an estimated usable life span to meet or exceed the manufacturer warranty for the SES;
 - c. Verify that the existing roof is compatible with the intended SES;
 - d. Submit an additional and/or revised proposal to the Owner and the Committee if any additional roofing, waterproofing or fireproofing is required beyond the scope of work submitted with the application; and
 - e. Provide a written report and photographic record of the condition of the existing roof to comply with this section 5 and submit same to the Committee.
6. Solar panels must be installed solely on existing roof space on the building in which the Owner resides, or a garage adjacent to the building that has been assigned to the Owner for exclusive use or by grant deed. Such proposals must include justification clearly evidencing that it is not possible to achieve sufficient energy capture (defined as up to 90% of historic electric usage averaged over at least one year in the required location), or the cost of installing the panels in the required location would be higher than \$1,000.00 or more compared to the proposed variance location. In the event that Owners can meet either threshold, all efforts will be made to adhere to all other requirements pursuant to this Policy.
7. Approval of solar energy equipment shall be primarily based on the proposed design and installation that has minimal visual impact on neighboring properties, while conforming to existing state laws concerning safe and efficient placement of collector units. The Association requires that roof-mounted panel designs be intended to conform to existing roofline geometry. A key element of maintaining architectural harmony within the community is to avoid deviations from existing rooflines. Accordingly, all Solar Panels must be parallel with the roofline and must conform to the slope of the roofline and meet all set-back requirements from top and side leading edges of the building. Solar collectors should be flush-mounted and should not extend above the ridge of the roof or beyond the roof footprint. The panel distances above the existing roof surfaces are to be minimized as much as practically possible. Racking elements should not be visible. All plumbing, electrical, and utility lines for the SES shall be concealed from view.
8. All mechanical equipment exposed to the exterior, including exposed piping, support structures (racking), and electrical conduits, shall be located in a manner which minimizes visual impact. The mechanical equipment must be painted to match the adjacent surface, including the roof and building's color scheme. For example, pipes on walls should be painted the color of the walls, while roof plumbing/conduits should be the color of the roof. No exposed wiring is allowed. Wiring shall be housed in conduits painted to match the adjacent surfaces and routed through the attic or walls whenever possible. Aluminum trim, if used and visible, should be anodized and black in color. If colored solar panels are available in colors other than black, the Owner must seek to color match the roof. The Association strongly encourages Owners to select colors that best match or compliment the roof color and harmonizes with the home's exterior color scheme.
9. The Owner of a SES will be responsible for maintaining the system in good condition and repair the SES with regard to function and appearance. Periodic washing of the panels will improve both

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

performance and appearance and will maximize the Owner's investment. Frequency will vary from location to location. Should the installed SES not be properly maintained resulting in visual and/or aesthetic nuisance, the Association and Board of Directors reserve the right to enforce any of its rights under the Governing Documents to ensure compliance that may include, but not be limited to, fines and/or litigation. All persons employed by the Owner to maintain and repair the SES shall be licensed and insured and meet the criteria set forth in Paragraph 10. All repairs and maintenance to an installed SES shall meet all of the aesthetic and other requirements set out herein.

10. It is recommended that Owner obtain at least a five (5) year roof warranty from SES Contractor, with language similar to the following: *"If a defect in workmanship, inclusive of any labor and materials, is discovered within five (5) years from the date of completion of the SES, Contractor warrants and agrees to: (i) remedy the defective conditions and facilitate any and all necessary repairs/replacement all at no charge to the Owner or the Association for the cost of any materials, supplies, labor and/or other costs to facilitate said remedies; (ii) commence such remedies within three (3) business days after being notified of same and to complete the repairs within a reasonable period of time thereafter."*
11. Panels should have black anodized frames and black back-sheets to preserve and maximize the aesthetic integrity of the home and surroundings. Natural aluminum frames are not permitted. Panels should feature anti-reflective, non-glare glass surfaces.
12. No SES shall be installed other than by an installer holding all licenses which may be required by state law and local ordinance, and maintaining a current policy of public liability, workers compensation, and property damage insurance which does not contain any endorsements or exclusions for work performed at homeowner associations or condominiums. The Association, the Association's managing agent, and the installing Owner(s) shall be named as additional insureds on the installer's policy of insurance.
13. It is strongly recommended that Committee approval be obtained *prior* to executing a binding contract with a solar sales/installation company.
14. In the event Owners desire to add to or modify an existing SES that was installed prior to the implementation of this Policy, the following guidelines apply:
 - a. If approved based upon the previously stipulated exceptions, all new panels visible from the front or front sides (defined as "drive-by" view), must have a black anodized frame and black back-sheets and meet all other guidelines outlined herein.
 - b. If an existing system is visible from the front or front sides (defined as "drive-by" view) the panels must match the existing panels and represents the only exception in which panels with non-black frames and non-black back-sheets may be installed on surfaces which can be viewed from the front or front sides (defined as "drive-by" view).
15. The execution of a Solar Release and Indemnity Agreement ("Agreement") regarding the installation of the SES and the ongoing maintenance of the roof shall be a condition precedent for the approval of any application to install or use a SES. Such Agreement may be recorded in the county recorder's office. Owners shall provide a copy of the signed Agreement to the Committee and management. Any application for the installation of an SES shall be automatically deemed to be denied unless and until such Agreement is executed by the Owner to the satisfaction of the Committee.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

16. In addition to complying with the guidelines described herein, when an Owner requests to install a SES on a multifamily Common Area roof shared by more than one Owner, the Owner must also comply with the following guidelines:
- a. The Owner is required to notify each Owner of a Unit in the Condominium Building on which the installation will be located of the application to install a SES, and so indicate in the application that they have complied with Civil Code section 4746 which mandates "an applicant to notify each owner of a unit in the building on which the installation will be located of the application to install a solar energy system."
 - b. The Owner (and each successive owner, subject to Paragraph 16) must maintain a homeowner liability coverage insurance policy at all times and provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application to install a SES, and annually thereafter. The homeowner liability coverage insurance policy shall contain an additional insured endorsement naming the Association and its managing agent as additional insureds.
 - c. The Owner-applicant must submit a solar site survey showing the placement of the SES prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of SES, to determine usable solar roof area. This survey, or the costs to determine useable space, shall not *be* included in the calculation of whether the restriction significantly increases the cost of the SES, pursuant to Civil Code section 4746, subdivision (b)(1)(A). The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof or garage. The document containing the results of said survey shall be provided to all owners of a Unit in the Condominium Building on which the installation will be located.
 - d. The Owner (and each successive owner, subject to Paragraph 22) of the SES, shall be responsible for all of the following: (1) costs for damage to the Common Area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the SES; (2) costs for the maintenance, repair, and replacement of the SES until it has been removed, and for the restoration of the Common Area, exclusive use common area, or separate interests after removal; and (3) disclosing to prospective buyers the existence of any SES of the Owner, and the related responsibilities of the Owner under this Paragraph 16.
17. If required by the Association, Owner shall retain the services of a duly licensed structural engineer (as defined in California Business & Professions Code §6736) to make a determination that the structural integrity of the roof of the building on which the installation will be located is adequate to support the SES to be installed.
18. Due to the risk of fire and/or explosion, storage of electricity from SES within Owner's Unit and/or Exclusive Use Common Area in a bank of batteries is not permitted.
19. Owners shall be solely responsible for the increase in any costs to maintain, repair, and/or replace the roof and any other building components as a result of the installation of the SES. Such maintenance includes but is not limited to, costs arising out of removal of tree material from and around the SES, prevention of rodent nesting, damage caused by water and/or any foreign object, including balls, tree limbs, wind, weather or any other cause. The SES may need to be lifted and/or removed to allow for the ongoing maintenance of the roof, and Owners shall be solely liable for such costs. Upon request from the Association, the Owner shall have the SES lifted or removed within fourteen (14) days to accommodate repairs and maintenance to the

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

roof or other building components. If Owners fail to lift or remove the SES within the allotted time, the Association shall be authorized to cause the lifting or removal of the SES and charge the actual cost of the same to Owners as a special assessment. In no event shall the Association be responsible for the costs of lifting, removing, and/or reinstalling the SES, or for any increase in Owners' utilities during times which the SES is inoperable for any reason.

20. All SES roof mounted hardware shall be waterproofed in compliance with the National Roofing Contractors Association specifications and recommendations.
21. Owners who install a SES shall indemnify or reimburse the Association or its members for loss or damage caused by the installation, maintenance, or use of the SES.
22. Prior to the sale or transfer of any SES equipped property, either: (1) the SES must be removed and the roof put back into its original condition, or (2) the transferee of the property must sign a counterpart addendum to the Release and Indemnity Agreement, whereby the transferee agrees to assume, abide by, and be bound by all of the terms therein.
23. The Association shall retain the right to inspect the SES and verify that SES installation adheres to all of the provisions of the Policy.
24. In any action resulting from a dispute between Owner(s) and other owners, or Owner(s) and the Association, related to the installation of the SES, or any provisions of this Policy, the prevailing party shall be awarded its reasonable attorney's fees.
25. All parties will cooperate to take any and all actions and sign all documents reasonably necessary to effectuate the intent, and to carry out the provisions, of this Policy, including, but not limited to, the execution and delivery of all documents and performance of all further acts reasonably necessary for this purpose.

Background on California's Solar Rights Act

The California Solar Rights Act (Civ. Code §§ 714, et seq.), enacted in 1978, establishes the legal right to a solar easement, defines which SES(s) are covered by its provisions, and prohibits governing documents from restricting or prohibiting the installation or use of a SES.

Civil Code section 714 ("Section 714") of the Solar Rights Act allows covenants, conditions and restrictions ("CC&Rs") to impose reasonable restrictions on SES(s). Section 714(b) defines "reasonable restrictions" on a SES as those restrictions that "do not 'significantly' increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency and energy conservation benefits." Section 714(d)(1)(B) provides that a restriction does not "significantly" increase the cost of the SES if it is in "an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed." For example, a recommendation to reposition a photovoltaic panel on a roof would be unreasonable if the performance of that panel dropped to below 90% of the performance achieved in the originally proposed location, or if the cost of installing the panel in the recommended location increased by \$1,000.00 or more from the originally proposed location.

Section 714(e)(1) further provides that: "Whenever approval is required for the installation or use of an SES, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property and shall not be willfully avoided or delayed."

Section 714(c)(3) provides: "A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability."

Civil Code section 714.1 (Section 714.1) of the Solar Rights Act permits a homeowners' association ("HOA") to impose reasonable provisions that: (1) restrict the installation of SES in common areas to those systems approved by the HOA; (2) require the owner of a separate interest to obtain the approval of the HOA for the installation of a SES in a separate interest owned by another; (3) provide for the maintenance, repair, or replacement of roofs or other building components; and (4) require installers of SES to indemnify or reimburse the HOA or its members for loss or damage caused by the installation, maintenance, or use of the SES.

Section 714.1(b) prohibits an HOA from: (1) establishing a general policy prohibiting the installation or use of a rooftop SES for household purposes on the roof of the building in which the owner resides, or a garage or carport adjacent to the building that has been assigned to the owner for exclusive use; and (2) requiring approval by a vote of members owning separate interest in the common interest development, including that specified by Civil Code section 4600, for installation of a SES for household purposes on the roof of the building in which the owner resides, or a garage or carport adjacent to the building that has been assigned to the owner for exclusive use.

Civil Code section 4746, enacted in January 2018, expressly allows homeowners to install a solar energy system on a multifamily common area roof shared by more than one homeowner if both of the following requirements are met: (1) The applicant notifies each owner of a unit in the building on which the installation will be located of the application to install a solar energy system; and (2) The owner and each successive owner must maintain a homeowner liability coverage policy at all times and provide the

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.

In reviewing a request to install a solar energy system on a multifamily common area roof shared by more than one homeowner, Civil Code section 4746 allows the Association to impose additional reasonable restrictions, such as those set forth in this Policy on Solar Energy Systems.

Solar Release and Indemnity Agreement

This Solar Release and Indemnity Agreement ("Agreement") is by and between Tierra Linda Maintenance Corporation ("Association") and _____ ("Owners")¹. The Association and Owners are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. Whereas, the Association is a California non-profit mutual benefit corporation organized as a homeowner association for the residential development located in Rancho Santa Margarita, California, and established as a common interest development, as described in the Davis-Stirling Common Interest Development Act and Civil Code §§ 4000-6150.

B. Whereas, Owners are the record owners of real property within the Association located at _____ ("Property") and are thus members of the Association.

C. Whereas, all members of the Association are bound by the restrictions imposed in the *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tierra Linda* recorded on June 19, 1989, as Document No. 89-321793, in the Official Records of Orange County, California ("CC&Rs").

D. Whereas, the Association's CC&Rs define roofs as part of "Common Area" which the Association is obligated to maintain, repair and replace in a clean, sanitary and attractive condition. (See CC&Rs, Art. I, §13; Art. 11, §7). Notwithstanding the foregoing, the Association's Policy on Solar Energy Systems and CC&Rs generally permits the installation of solar energy systems, subject to certain limitations.

E. Whereas, Owners seek to install a solar energy system on the roof of the Property ("SES"), which would potentially impact the Association's ability to properly maintain, control and manage the roofs in a neat, safe, attractive, sanitary and orderly condition, pursuant to the CC&Rs.

F. Whereas, Owners represent and warrant that they have obtained all other approvals and/or permits required in order to install the SES, including any approval and/or permit required from the City of Rancho Santa Margarita, County of Orange, and/or Tierra Linda Maintenance Corporation (as stated in the CC&Rs), as may be applicable, and, if so, have provided evidence of the same to the Association.

G. Whereas, the Parties have agreed to be bound by the provisions provided for in this Agreement, which will permit Owners to install the SES in exchange for certain maintenance costs and indemnity provided for herein.

¹ Even if there is just one record owner, the plural "Owners" is used throughout the Agreement.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

Agreement

NOW THEREFORE, in exchange for the releases, promises and other consideration described in this Agreement, and by incorporation of the recitals referenced above, the Parties agree as follows:

1. **Permission for Solar Installation.** The Association hereby grants permission to Owners for the installation of the SES on the roof of the building located directly above the Property, at a specific location as approved by the Association, subject to the conditions and limitations contained herein. It is expressly understood that Owners are not being granted exclusive use of the roof, and that it is not appurtenant to their separate interest. It is further understood that Owners are not entitled to utilize the Association's roof for any other purpose. If at any time Owners shall fail to comply with any of the terms or conditions contained in this Agreement, such permission shall be immediately revoked, and the roof shall be put back into its original condition at Owners' sole cost and expense. Each of Owners' obligations under this Agreement are a material term, and breach of any of Owners' obligations shall be considered a material breach of this Agreement.

2. **Indemnity and Release of Association.** Owners, on behalf of himself, herself, and any heirs, representatives, successors and assigns, hereby indemnifies, holds harmless, shall defend, and releases the Association and its officers, directors, employees, members, attorneys, and agents, and each of them, from any and all claims, debts, liabilities, demands, and causes of action, whether known or unknown, now and in the future, arising from or related to any loss or damage, including, without limitation, water damage, and any other damage sustained from or arising from the SES and its installation, maintenance, or use, or any claims relating to the legality of the installation of the SES and/or any legal challenge concerning the installation of the SES by any other member of the Association, and shall remove the SES in the event of such challenge. Owners agree to be solely responsible for any water intrusion, mold, and/or other damages caused to the Property, the Association's common area, or to any other property at the Association as a result of the installation, maintenance, and/or use of the SES. Owners further agree to be solely responsible for any costs incurred by Owners and/or the Association, including actual attorney fees, in the defense of any legal or other challenge to the installation, maintenance and/or use, of the SES, as described herein.

3. **Future Maintenance and Repair.** Owners agree to pay to Association the actual increase in any costs to maintain, repair, and/or replace the roof and any other building components as a result of the installation, maintenance and/or use of the SES. Owners specifically acknowledge that the SES may need to be lifted and/or removed to allow for the ongoing maintenance of the roof by the Association, and Owners agree to be solely liable for such costs. Upon request from the Association, Owners agree to have the SES lifted or removed within fourteen (14) days to accommodate repairs and maintenance to the roof or other building components. If Owners fail to lift or remove the SES within the allotted time, the Association shall be authorized to cause the lifting or removal of the SES and charge the actual cost of the same to Owners as a special assessment. In no event shall the Association be responsible for the costs of lining, removing, and/or reinstalling the SES, for any damages caused, or for any increase in Owners utilities during times which the SES is inoperable for any reason.

4. **Transfer of the Property.** Owners agree that prior to the sale or transfer of the Property to another, either (1) the SES shall be removed and the Owner shall reimburse the Association for the cost of the roof being put back into its original condition, or (2) the transferee of the Property shall sign a counterpart

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

addendum to this Agreement whereby the transferee agrees to assume, abide by, and be bound by all of the terms herein as the Owners.

5. **Compliance with Solar Policy.** Owners agree at all times to comply with and be bound by the Association's Policy on Solar Energy Systems, a copy of which is attached hereto and incorporated herein by this reference, and which is subject to amendment from time to time.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Modifications.** This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement signed by all of the Parties hereto.

8. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective directors, officers, agents, shareholders, partners, members, servants, employees, affiliates, representatives, heirs, executors, executrix, conservators, successors, beneficiaries, and assigns.

9. **Further Assurances.** The Parties shall timely execute and deliver any and all further documents that may be reasonably necessary to effectuate the provisions of this Agreement, including any documents necessary to allow this Agreement to run with the land.

10. **Tax Consequences.** Each Party is responsible for their own tax consequences, if any, related to this Agreement.

11. **Attorneys' Fees.** If any act at law or equity, including an action for declaratory relief; is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, which may be determined by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that Party may be entitled.

12. **No Reliance and Advice of Counsel.** The Parties have been instructed to and have had the opportunity to have this Agreement reviewed by independent counsel of their own choosing, and by entering into this Agreement neither Party has relied upon the advice of the other Party. Each Party hereto executes this Agreement acting upon its independent judgment and upon the advice of its respective counsel, if applicable, without any representation, express or implied, of any kind or nature, from each to the other, except as only specifically set forth herein.

13. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Agreement transmitted by facsimile and/or other electronic means shall have the same force and effect as original signatures.

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

14. **Captions and Interpretations.** The paragraph titles, headings or captions are inserted in this Agreement as a matter of convenience. As such, the paragraph titles, headings or captions are not intended to define, limit or describe the scope of any provision, and shall not affect the interpretation of any paragraph hereto.

15. **Singular, Plural, and Gender Usage.** Whenever applicable within this Agreement, the masculine, feminine and/or neutral gender shall be deemed to include the other, and the singular and plural are each deemed to refer to the other.

16. **Authority to Enter Agreement.** This Agreement is the result of arms-length negotiations. Each signatory to this Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Agreement.

17. **Incorporation of Recitals.** Paragraphs A through G, inclusive, of the Recitals hereof are fully incorporated herein and are true and correct. These Recitals are intended and shall be deemed and construed to be a material and integral portion of this Agreement.

18. **Confidentiality.** Owners agree that this compromise between the Parties and the contents of this Agreement are strictly confidential. Owners shall not disclose anything regarding this compromise or Agreement to any other person or entity unless legally compelled to do so, and then, only upon timely prior notice to Association, giving it sufficient time to contest any such disclosure.

19. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings, whether oral or in writing, and may not be modified or amended except by written instrument signed by all Parties.

20. **Right to Record Agreement.** This Agreement may be recorded against the Property at the County Recorder's Office, in the sole discretion of the Association.

< Signature Page to Follow >

Tierra Linda Maintenance Corporation
Architectural Guidelines (Rev: September 2018)

THE UNDERSIGNED EXECUTED THIS AGREEMENT ON THE DATE SHOWN BELOW.

OWNERS:

Date

[INSERT NAME]

Date

[INSERT NAME]

TIERRA LINDA MAINTENANCE CORPORATION

Date

Signed: _____

Print: _____

Title: _____