

QUAIL RIDGE RESIDENTIAL ASSOCIATION

ARCHITECTURAL RULES

I N D E X

ARCHITECTURAL RULES

Adopted by the Board of Directors - 21 June 2000 (Board revisions – 18 August 2005 & 01 August 2007)
(4 pages)

Exhibit A

DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (CC& Rs) ARTICLE VI - ARCHITECTURAL REVIEW

(3 pages)

Exhibit B

ARCHITECTURAL / LANDSCAPING APPLICATION FORM

Board revision - 05 August 2007
(2 pages)

Exhibit C

QUAIL RIDGE MASTER PAINTING PLAN

Adopted by the Board of Directors - Mid-Summer 1999 (Board revisions - 18 August 2005 & 26 April 2007)
(2 pages)

Exhibit D

ARCHITECTURAL COMMITTEE ROSTER

Board Update - 22 March 2007
(1 page)

Exhibit E

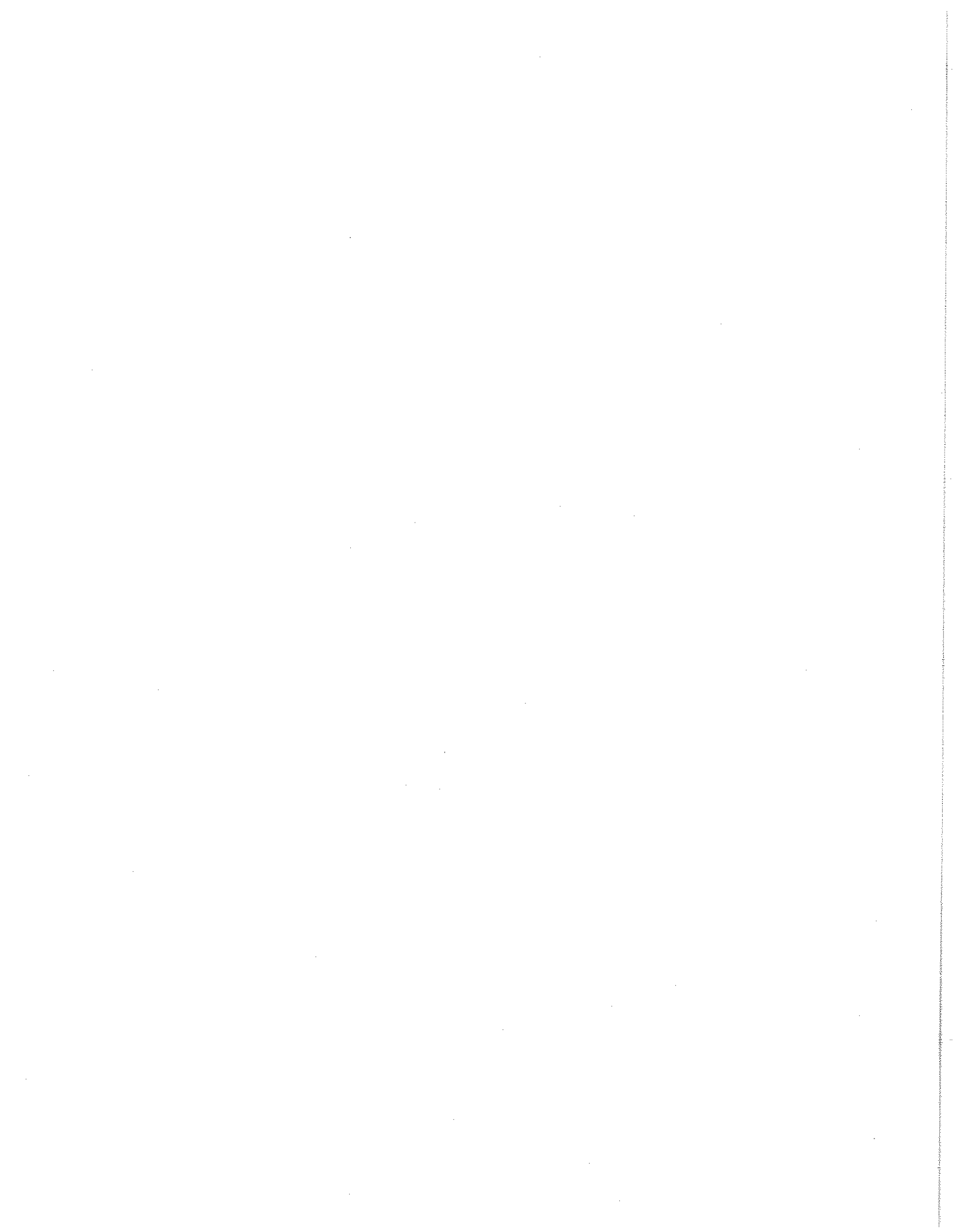
GARAGE DOOR REPLACEMENT POLICY

Adopted by the Board of Directors - 17 April 2002
(1 page)

Exhibit F

SATELLITE DISH / ANTENNA POLICY

Adopted by the Board of Directors - 21 August 2002
(7 pages)



Quail Ridge Residential Association

Architectural Committee

Walnut Creek, California 94597

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“Architectural Rules” - Quail Ridge Residential Association

Adopted by the Association’s Board of Directors on 21 June 2000
(Board revisions - 18 Aug 2005, 26 April 2007 & 01 August 2007)

Background: The Association’s “Declaration of Covenants, Conditions and Restrictions” (CC&Rs), as amended, and as recorded by the Contra Costa County Recorder’s Office on 26 February 1999, contains in part the following excerpts from the opening “Recitals”:

- Association property is a “Planned Development” and is held and shall be held, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the Covenants, Conditions and Restrictions, all of which are in furtherance of a plan and purpose of protecting and preserving the value and desirability of the property, and of fostering the development, improvement, enjoyment and sale of the property.
- The CC&Rs constitute enforceable equitable servitudes, and shall run with the property, and bind upon, and inure to the benefit of, or of any interest in the property, and their heirs, successors, and assigns.

Promulgation of Architectural Rules: To further the intent of the Recitals, reference is made to the CC&Rs, Article VI, Architectural Review (see Exhibit A), wherein the Board has appointed an Architectural Committee for the purpose of performing architectural reviews of all proposed improvements or modifications. To guide the actions of the Architectural Committee, the Board has adopted rules and regulations known as “Architectural Rules”. Such Rules are intended to govern all improvements or modifications to structures and landscaping on any Lot, except for cosmetic non-structural improvements to the interior of a residence.

Definition of Architectural Rules: In accordance with Article VI of the CC&Rs, paragraph 6.4, “Architectural Rules”, these Rules set forth: (A) standards and procedures for review, approval, and rejection of Applications, and (B) requirements for architectural design, placement of buildings and other structures upon Lots, color schemes, exterior finishes and materials.

“Architectural Rules” - Application for Major Improvements or Modifications:

Owner Applications proposing major improvements or modifications, involving, but not limited to the following categories, require review and approval of the Association Board of Directors, in conjunction with the Architectural Committee (a standard “Architectural/Landscaping Application” form is attached as Exhibit B).

- **Exterior Painting:** Proposals for changes to the existing approved “Quail Ridge Master Painting Plan” (see Exhibit C). The Plan includes paint selections and painting specifications for siding, trim, and doors, as well as specific designations of painting combinations for each residence (pool cabana and utility huts included).

An exception to the Quail Ridge Master Painting Plan Paint Scheme (see Exhibit C), for a Front Door and Side Panel, may be obtained by submitting an Architectural Application to the Architectural Committee with an accurate and adequately sized paint sample to allow the Committee to determine if the Homeowner’s selected color is compatible with the unit’s existing Board-approved Body Color and Trim specifications. Approved Front Door and Side Panel exceptions to the Master Painting Scheme must be maintained by the Homeowner in accordance with Quail Ridge Residential Association standards, and must be completely repainted -- by the Homeowner -- with the approved color within 30 days of the Association’s painting cycle.

-Roofing and Gutters: Proposals for re-roofing and/or gutter replacement, involving all or portions of the community. These architectural features have a direct impact on the entire neighborhood in terms of architectural consistency and color coordination. Re-roofing also involves considerations of exterior fire prevention and the cost of fire insurance premiums.

- Siding & Stucco (exterior walls): Proposals for exterior changes that would potentially modify or alter the original architectural design and appearance of each residence and the community in general.

- Roll-Up Garage Doors: Proposals for the installation of new roll-up garage doors that are at variance with the design characteristics of existing garage four-panel roll-up doors.

“Architectural Rules” - Application for Other Improvements or Modifications:

Owner Applications proposing improvements or modifications, involving but not limited to, the following categories, require review and approval by the Architectural Committee, using the Association’s standard “Architectural/ Landscaping Application” form (see Exhibit B).

- Relocation or Modification of Perimeter Residence Walls: Such proposals could have a significant impact upon the architectural integrity of the community, and therefore require detailed consideration by the Architectural Committee.

- Exterior Entrance Doors: Proposals for replacing and/or relocating existing entrance doors or utility doors with doors having design characteristics that differ from existing doors. For door paint colors, see Exhibit C.

- Exterior Sliding Glass Doors: Proposals for replacing and/or relocating existing sliding glass doors. Frame finish should match existing anodized aluminum bronze-tone color.

- Windows: Proposals for replacing and/or relocating existing windows. Frame finish should match existing anodized aluminum bronze-tone color.

- Awnings: Proposals for the installation of awnings over windows and/or doors.

- Garden Windows: Proposals for installing “garden” windows. Frame finish should match existing anodized aluminum bronze-tone color as used on windows and exterior sliding glass doors.

- Skylights: Roof-mounted skylights installed for the purpose of providing additional interior illumination. Interior and/or exterior repairs necessitated by possible water leakage attributed to skylight installations are the sole responsibility of the Owner.

- Air-Conditioning Units: Proposals for the installation of wall-mounted and/or window-mounted air conditioning units, or any type of mechanical or passive air handling unit.

- Additional Exterior Light Fixtures: Proposals for installing additional light fixtures, intended to enhance safety and security. Approved light fixtures may require shielding to prevent undesirable and unintentional illumination of neighboring residences and surroundings.

- Hot Tubs and Jacuzzis: Hot tubs or Jacuzzis installed in courtyards or rear yards. Owner responsibility involves acquisition of all required permits, and making copies available to the Association prior to installation.

- Major Landscaping Additions: Within Owner’s private rear yards, side yards, and/or court yards, proposals for planting trees and potentially large bushes. Rationale for this requirement involves: potential blockage of views, landscaping that might potentially create maintenance problems, landscaping that might encroach upon adjoining lots and/or common areas, landscaping that is known to produce inordinate amounts of allergens, landscaping that may adversely affect underground utility lines, and landscaping that might cause heaving of driveways, decks, and retaining walls by aggressive root development.

- Yard Construction: Decks, rear/side yard fencing (abutting common areas), gazebos, pergolas, trellises and sunscreen structures.

Architectural Standards - Owner Discretion: The following “minor” exterior improvements or modifications can be made by the Owner without Architectural Committee review and approval, provided that the basic characteristics of the original architectural exterior design remain unaltered:

- **Screen Doors:** Screen doors matching either the existing anodized aluminum color, or the existing paint trim.
- **Light Fixtures:** Replacement light fixtures generally matching the “original” fixtures in size, style, and in the original location, optionally equipped with motion sensors and/or photoelectric light sensing features.
- **Party Fences:** Replacement of party fences built as part of the original construction and placed on property lines between abutting Lots. Fence height should remain consistent with the height of the “original” fence.
- **Security Alarm Boxes:** If determined to be a necessity by the Owner, security alarm boxes installed by home security contractors at the front or side of residences, with the understanding that the appearance of such boxes be maintained in a like-new condition at all times. Stake-mounted security signs are preferable.
- **Minor Landscaping:** Minor planting of small bushes and flowering plants, provided that such plantings do not interfere with or obstruct routine Association maintenance.
- **Flag Poles:** Wall mounted, small-scale flag poles intended to display the American Flag or “theme flags”.
- **Small Garden Sheds:** Low-profile, portable, plastic garden storage sheds, provided that such sheds are not visible from street side and adjacent Lots and common areas.

Overall Community Appearance: The “Architectural Rules” are intended to apply to specific community architectural features in furtherance of plans and purposes to protect and preserve the value and integrity of Quail Ridge as a premier residential community. In addition, the following practices, if allowed, could tend to detract from the overall appearance of the community, and are therefore not permitted:

- **Bonus Room Balconies:** Unsightly objects of any kind, positioned or stored on bonus room balconies, including such major items as appliances and machinery, and/or such minor items as laundry, clothing, bedding, etc.
- **Window Coverings:** Non-conforming window coverings as governed by CC&Rs, Article III, para 3.11.
- **Exterior Storage:** The positioning or storage of unsightly items of any kind that are visible from the street, by adjacent neighbors, and/or common areas.
- **Exterior Waste Receptacles:** Storage of waste materials as governed by CC&Rs, Article III, para 3.7.
- **Signs:** Exterior and/or interior signs as governed by CC&Rs, Article III, para 3.6.
- **Sports Apparatus:** The installation and/or positioning of exterior sports apparatus or equipment of any kind.
- **Solar Energy Systems:** Solar energy system components that are visible from the street and/or common areas.
- **Clothes Lines:** Exterior clothes lines, clothes dryers, or airing facilities that are visible by neighbors, and/or visible from the street and/or common areas.
- **Vehicle Parking:** The parking of owner and/or resident vehicles as governed by CC&Rs, Article III, para 3.5.
- **Antennas:** The installation of any type of exterior dish and/or antenna is referenced in the CC&Rs, Article III, para 3.8; however, these provisions have been superseded by State and Federal laws, as depicted in **Exhibit F**.

Enforcement: Enforcement of these “Architectural Rules” will be in accordance with provisions contained in the Association’s CC&Rs, Article IV, para 4.5.

Application Process: For details of the application process, as well as applicable time deadlines, the Owner-applicant (hereinafter referred to as Owner) is urged to review and become familiar with Article VI of the CC&Rs (see Exhibit A): A brief summary of the application process follows, but does not supersede the specific content of the complete CC&Rs:

1. REQUEST APPLICATION FORM: Owner obtains an “Architectural/Landscaping Application” form (see Exhibit B) provided upon request from the Quail Ridge property management company (Ref: CC&Rs, para 6.5). Copies of the Association’s “Architectural Rules” and related applicable documents will also be provided.

The “Architectural Rules” and “Architectural/Landscaping Application” form can also be obtained from the Quail Ridge Residential Association’s web site: www.quail-ridge-hoa.org

2. APPLICATION SUBMITTAL: Owner submits Application to the Association’s property management company for transmittal to the Association’s Architectural Committee. The Application must essentially contain: a description of the nature of the proposed work; two (2) sets of plans and specifications showing the nature, kind, shape, color, size, height, materials and location of the improvement or modification; and other information that may assist the Architectural Committee in its expeditious review of the Application. (Ref: CC&Rs, para 6.5). The **Project Review by Neighbor(s)** section of the Architectural/Landscaping Application Form must be completed by all neighbors who can see the project or who are otherwise affected by the proposed work. Also, it is important that Homeowners complete the **Declaration** section of the Application Form, taking careful note of the responsibilities they are agreeing to by signing and submitting the Form. Incomplete Architectural/Landscaping Application Forms will be returned to Homeowners, and processing will be discontinued until such time as the Form has been completed and resubmitted.

3. ISSUANCE OF DECISION BY ARCHITECTURAL COMMITTEE: Based upon the “Standards for Decision” (Ref: CC&Rs, para 6.6), the Architectural Committee will issue to the Owner, in writing, the Committee’s decision in accordance with “Issuance of Decision” (Ref: CC&Rs, para 6.7).

4. PROCESS FOR APPEAL IF APPLICATION IS REJECTED: If an Application is rejected by the Architectural Committee, or conditionally approved by the Architectural Committee, the Owner may appeal the decision to the Board of Directors (Ref: CC&Rs, para 6.8, “Appeal”).

5. WORK COMMENCEMENT, COMPLETION & COMPLIANCE: For specific details involving “Commencing and Completing Work”, “Determination of Compliance”, “Remedying Non-Compliance” and “Compliance Certificate”, please refer to applicable CC&Rs, paragraphs 6.10, 6.11, 6.12 and 6.13 respectively (see Exhibit A).

6. PROJECT APPROVAL BY OTHER AGENCIES: In addition to the Association’s review and approval process, it remains the Owner’s sole responsibility, prior to any work being performed: to obtain approvals and permits required by all City and County agencies having jurisdiction; to comply with all inspection requirements; to provide all required completion notices; and to keep the Association fully informed at all times.

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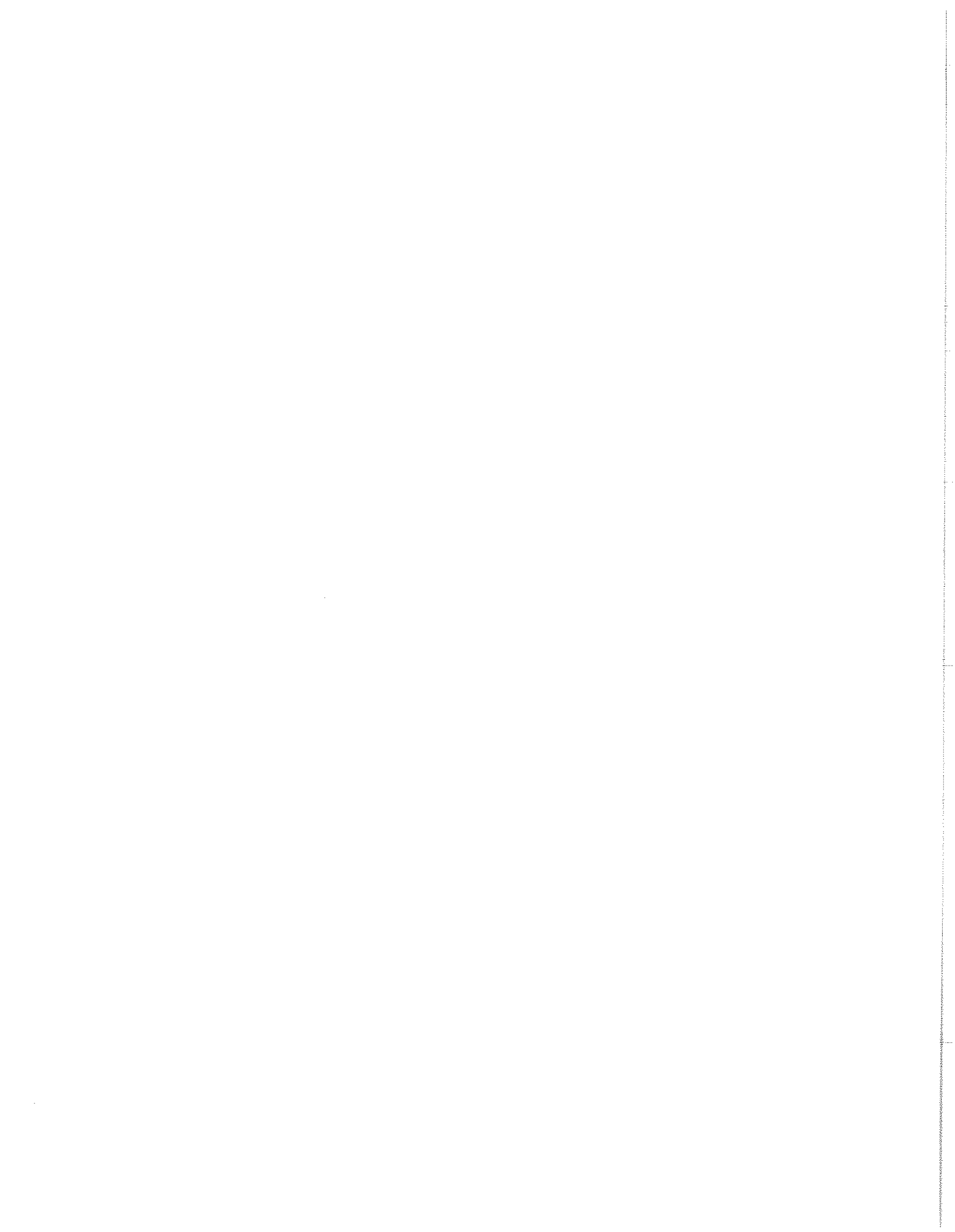


Exhibit A. - DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
ARTICLE VI (page 1 of 3)

Excerpts from "Declaration of Covenants, Conditions and Restrictions"

Recorded 26 February 1999 in Contra Costa County Recorder Office, Stephen L. Weir, Clerk-Recorder

Article VI - Architectural Review

6.1 Committee: The Board shall appoint an Architectural Committee consisting of a minimum of three (3) and maximum of five (5) Owners, to perform architectural review of all Lot's structures and landscaping pursuant to this Article.

6.2 Duties: It shall be the duty of the Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to recommend rules, to carry out property maintenance inspections, to perform other duties delegated to it by the Board and to carry out all other duties imposed upon it by this Declaration.

6.3 Meetings: The Committee shall meet from time to time as necessary to properly perform its architectural duties hereunder. The vote or a written consent of a majority of its members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise.

6.4 Architectural Rules: The Board shall adopt and amend rules and regulations to be known as "Architectural Rules." The Architectural Rules shall govern all improvements or modifications to structures and landscaping on any Lot (except cosmetic non-structural improvements or modifications to the interior of a Residence). Any such improvement or modification not pre-approved by the Architectural Rules shall require prior written approval by the Committee. The Architectural Rules shall set forth (A) the standards and procedures for review, approval and rejection of applications, and (B) requirements for architectural design, placement of buildings and other structures upon Lots, color schemes, exterior finishes and materials; however, the Architectural Rules shall not be in derogation of the minimum standards required by the Declaration.

6.5 Application for Approval: Applications for improvements or modifications to any Lot that the Architectural Rules govern shall be submitted in writing by the Owner to the Committee, including:

- A. A description of the nature of the proposed work;
- B. Two (2) sets of the plans and specifications showing the nature, kind, shape, color, size, height, materials, and location of the improvement or modification; and
- C. Other information as requested by the Committee.

6.6 Standards for Decision: The Committee may approve the application only if it finds that:

- A. The plans & specifications conform to the Governing Documents in effect at the time that the proposal was submitted; and
- B. The proposed exterior improvement or modification will be consistent with the standards of the Development and the provisions of the Governing Documents as to quality of workmanship and materials, harmony of exterior design, visibility with respect to other structures and environment and the location with respect to topography and finished grade elevation.

Exhibit A. - DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
ARTICLE VI (page 2 of 3)

6.7 Issuance of Decision: The Committee's decision concerning an Application shall be issued in writing ("Notice of Decision") and shall be delivered to the Owner, either personally or by first-class mail, postage prepaid. In such Notice, the Committee may approve the Application, approve it with conditions (specifying the items with which the Owners must comply), or reject the Application (stating the reasons).

An Application which has not been rejected or conditionally approved within sixty (60) days after the date of submission thereof to the Committee shall be deemed fully approved. For these purposes, the "date of submission" is deemed to be the date when all documents which are required under Section 6.5 above have been submitted to the Committee.

6.8 Appeal: If an Application is rejected or conditionally approved by the Architectural Committee, the applicant owner may appeal to the Board within thirty (30) days after the date of the Notice of Decision. For these purposes, the "date of the Notice" is deemed to be, in the case of mailing, the date of postmark or, in the case of personal delivery, the date of delivery.

Such appeal shall be submitted in writing to the mailing address of the Association. The matter may be heard at the next regularly scheduled meeting of the Board but in no event more than sixty (60) days after submission of the appeal. Notice of the open hearing shall be given to the Owner at least thirty (30) days in advance, even if mailed, and, in the discretion of the Board, to any other interested party. At the open hearing, the Owner, and in the Board's discretion, any other interested person may present information relative to the Application. Within ten (10) days after the hearing, the Board shall issue and deliver to the Owner, either personally or by first-class mail, postage prepaid, a written ruling approving, approving with conditions or rejecting the Application. The Board's ruling shall be final. The Board shall comply with provisions set forth in Section 6.7 above and all Architectural Rules.

6.9 Non-Waiver: Any approval by the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

6.10 Commencing and Completing Work: If an Application is approved, the work for the exterior improvement or modification must commence within one (1) year from the date of the approval and must be completed within six (6) months of commencement. If the Owner fails to timely commence or complete the exterior improvement or modification, the approval shall be deemed revoked, unless the Owner applies for and receives an extension of time for commencement or completion from the Committee. Requests for extensions shall be in writing. The Committee may not grant an extension unless it finds that there has been no change in the plans upon which the original approval was based. No extension shall exceed six (6) months.

6.11 Determination of Compliance: Upon the completion of any exterior improvement or modification performed by an Owner for which approval was granted, the Owner shall give written notice of completion to the Committee. If the Owner fails to give the notice of completion of work performed for which approval was granted, the Committee may proceed upon its own initiative as herein set forth; likewise, upon the commencement of any exterior improvement or modification by an Owner for which approval was not granted, the Committee may proceed upon its own initiative, as follows:

Within sixty (60) days after completion of approved work, the Committee shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Committee finds that the work was not performed in substantial compliance with the approval granted, the Committee shall notify the Owner of the non-compliance, in writing. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance within sixty (60) days (the "compliance period").

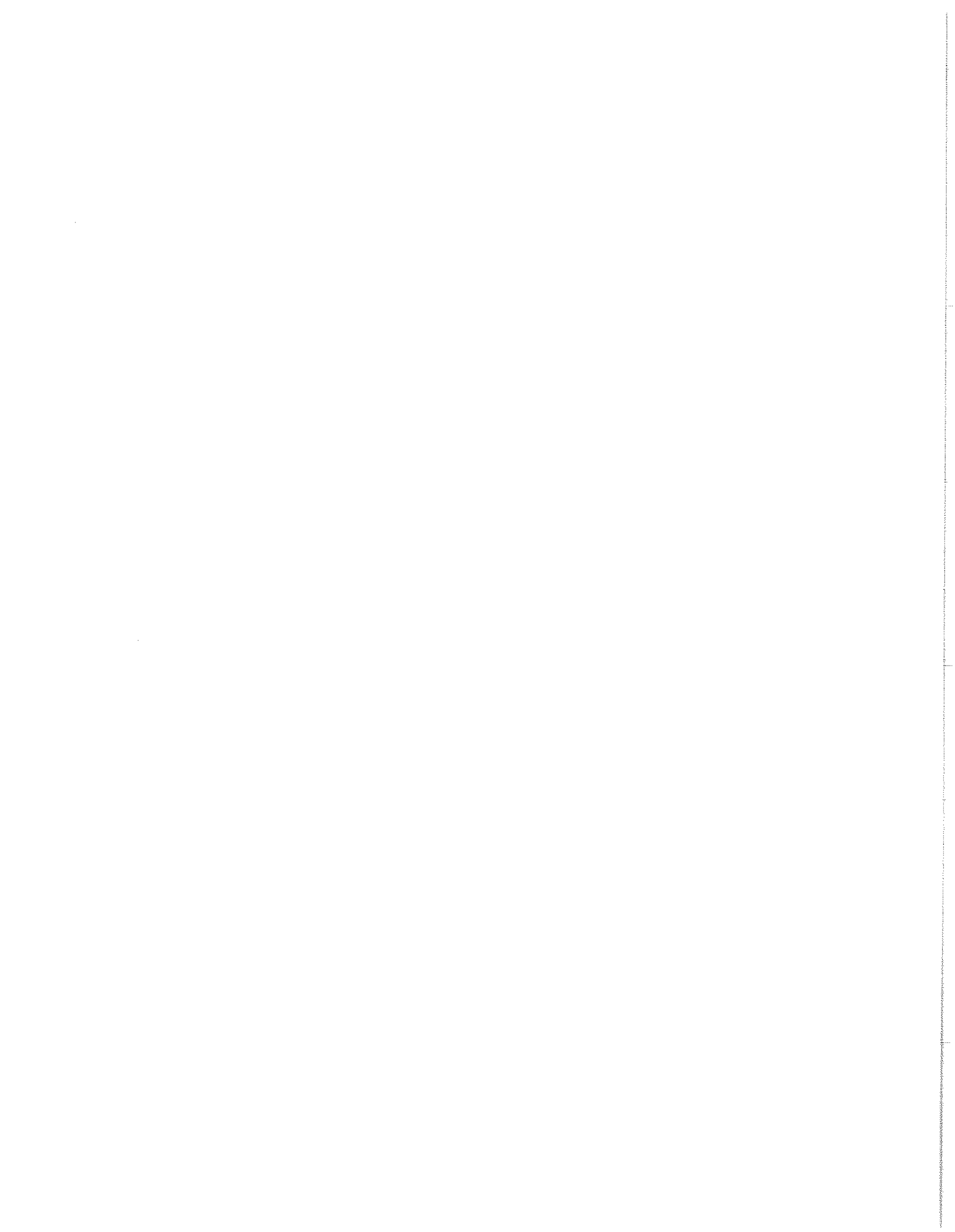
Exhibit A. - DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
ARTICLE VI (page 3 of 3)

For any improvement or modification performed by an Owner for which no approval was granted by the Committee, no inspection and/or determination shall be required by the Committee to declare the work as non-compliant. The Committee shall notify the Owner in writing of the non-compliance and require the Owner to remedy the non-compliance within a thirty (30) day compliance period.

6.12 Remediating Non-Compliance: If the Owner fails to remedy any non-compliance in accordance with the provisions of a notice of non-compliance, then within thirty (30) days after expiration of the compliance period, the Committee shall provide an opportunity for Owner to be heard. If the Committee finds that there is no valid reason for the continuing non-compliance at the hearing, the Committee shall determine the estimated costs or remedying the non-compliance. The Committee shall then notify the Owner (A) to remedy the non-compliance within thirty (30) days from the date of the Committee's notice; and (B) that if the Owner does not remedy the non-compliance the Committee may remedy the non-compliance with the costs of such action being assessed to the Owner as a reimbursement assessment.

6.13 Compliance Certificate: Within thirty (30) days after written demand is delivered to the Committee by any Owner and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Committee shall record a certificate executed by any two (2) directors certifying that either the completed exterior improvement or modification complies with the Governing Documents or does not apply. If it does not comply, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association and all Owners and such persons deriving any interest through them.

Note: The preceding excerpts were copied from the official "Declaration of Covenants, Conditions and Restrictions" (CC&Rs) as recorded 26 February 1999 by the Contra Costa County Recorder's Office. In the event of unintentional errors or omissions in the above copy, the text of the officially recorded CC&Rs shall apply.



Application Process: For details of the application process, as well as applicable time deadlines, the Owner-applicant (hereinafter referred to as Owner) is urged to review and become familiar with Article VI of the CC&Rs (see Exhibit A): A brief summary of the application process follows, but does not supersede the specific content of the complete CC&Rs:

1. REQUEST APPLICATION FORM: Owner obtains an “Architectural/Landscaping Application” form (see Exhibit B) provided upon request from the Quail Ridge property management company (Ref: CC&Rs, para 6.5). Copies of the Association’s “Architectural Rules” and related applicable documents will also be provided.

2. APPLICATION SUBMITTAL: Owner submits Application to the Association’s Architectural Committee (see Exhibit D which lists current Architectural Committee members). The Application must essentially contain: a description of the nature of the proposed work; two (2) sets of plans and specifications showing the nature, kind, shape, color, size, height, materials and location of the improvement or modification; and other information that may assist the Architectural Committee in its expeditious review of the Application. (Ref: CC&Rs, para 6.5). The **Project Review by Neighbor(s)** section of the Architectural/Landscaping Application Form must be completed by all neighbors who can see the project or who are otherwise affected by the proposed work. Also, it is important that Homeowners complete the **Declaration** section of the Application Form, taking careful note of the responsibilities they are agreeing to by signing and submitting the Form. Incomplete Architectural/Landscaping Application Forms will be returned to Homeowners, and processing will be discontinued until such time as the Form has been completed and resubmitted.

3. ISSUANCE OF DECISION BY ARCHITECTURAL COMMITTEE: Based upon the “Standards for Decision” (Ref: CC&Rs, para 6.6), the Architectural Committee will issue to the Owner, in writing, the Committee’s decision in accordance with “Issuance of Decision” (Ref: CC&Rs, para 6.7).

4. PROCESS FOR APPEAL IF APPLICATION IS REJECTED: If an Application is rejected by the Architectural Committee, or conditionally approved by the Architectural Committee, the Owner may appeal the decision to the Board of Directors (Ref: CC&Rs, para 6.8, “Appeal”).

5. WORK COMMENCEMENT, COMPLETION & COMPLIANCE: For specific details involving “Commencing and Completing Work”, “Determination of Compliance”, “Remedying Non-Compliance” and “Compliance Certificate”, please refer to applicable CC&Rs, paragraphs 6.10, 6.11, 6.12 and 6.13 respectively (see Exhibit A).

6. PROJECT APPROVAL BY OTHER AGENCIES: In addition to the Association’s review and approval process, it remains the Owner’s sole responsibility, prior to any work being performed: to obtain approvals and permits required by all City and County agencies having jurisdiction; to comply with all inspection requirements; to provide all required completion notices; and to keep the Association fully informed at all times.

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Quail Ridge Residential Association
Architectural Committee

Walnut Creek, California 94597

Exhibit B - ARCHITECTURAL / LANDSCAPING APPLICATION FORM (page 1 of 2)
(revised 05 August 2005)

Preface: This application form has been prepared in accordance with provisions contained in the Covenants, Conditions and Restrictions (CC&Rs), Article VI (see Exhibit A.). Paragraph 6.5 states in part that any improvements or modifications will be governed by the Association's "Architectural Rules" and requires the applicant Owner to submit this fully completed Architectural / Landscaping Form to the Architectural Committee for review and decision.

Owner (Applicant): _____

Quail Ridge Address: _____
Walnut Creek, California 94597

Home Telephone: _____ **Business Telephone:** _____

E-Mail Address: _____

Description of the Nature of Proposed Work: _____

Attach Two (2) Sets of Plans and Specifications (attachments must delineate the nature, kind, shape, color, size, height, materials and location of the improvement or modification). Please identify the Plans & Specifications as to project title, date, and name of preparer (e.g., architect, engineer, landscape architect, etc.):

- **Project Title:** _____ **Date:** _____
- **Preparer:** _____

Attach Two (2) Sets of Other Information (information that might be helpful to the Architectural Committee in its review and decision process). Please identify such additional data:

- **Additional Attachments:** _____

Project Review by Neighbor(s): Review this completed project application form with neighbor(s) immediately adjacent to the proposed improvement or modification. Before submitting this application, as confirmation of this review, obtain their signature(s) in the space provided below. In the event the neighbor(s) manifests any concern over the proposed improvement or modification, such concern should be made known to the Architectural Committee by submitting a letter to the Association's Management Company indicating reasons for their concern.

- **Neighbor (print):** _____ **Signature:** _____
Address: _____ **Telephone:** _____

- **Neighbor (print):** _____ **Signature:** _____
Address: _____ **Telephone:** _____

Exhibit B - ARCHITECTURAL / LANDSCAPING APPLICATION FORM (page 2 of 2)

Submittal of Architectural / Landscaping Application Form: To expedite the review and decision process, submit this completed application form with attachments to: Quail Ridge Residential Association, c/o Association Communications, Inc., 1460 Washington Blvd., Concord, CA, 94521, for transmittal to the Architectural Committee.

Application Review by Architectural Committee: The review process will be undertaken in accordance with the Association's "Architectural Rules", and in accordance with CC&Rs, Paragraph 6.6, Determination of Compliance, 6.7, Issuance of Decision, 6.8, Appeal, and 6.9, Waiver (see Exhibit A.). Time-lines governing this process are as specified in the CC&Rs.

Building Permit: Once this application form has completed the review process, and if approval is granted to proceed with the improvement or modification, before proceeding, the applicant Owner must obtain all necessary approvals and permits from agencies having jurisdiction, including, but not limited to, the City of Walnut Creek. Compliance with all structural, electrical, and plumbing codes, as well as all other applicable codes, is required.

Building Contractor(s) and/or Vendor(s): If the approved work is to be performed by a contractor(s) and/or vendor(s), or a person(s) other than the Owner, provide the following information:

- Name of Contractor(s) and/or Vendor(s) or Person(s) Other Than Owner: _____
- _____
- License Number(s): _____
- Address: _____ Telephone: _____
- City/State: _____ ZIP: _____

Liability Insurance: Before any approved work commences, the contractor(s) and/or vendor(s) and/or the person(s) selected to perform the work, must submit a Certificate of Liability Insurance to the Quail Ridge Residential Association, c/o Association Communications, Inc., showing the Association and ACI as co-insured.

Commencing and Completing Work: For specific requirements and applicable time-lines, refer to CC&Rs, Article VI, Paragraphs 6.10, Commencing and Completing Work, 6.11, Determination of Compliance, 6.12, Remediating Non-Compliance, and 6.13, Compliance Certificate.

Declaration: As the Owner of this property at _____, I / we agree to be totally responsible for the entire installation, maintenance and upkeep (e.g., replacement, insurance, etc.) of the approved improvement or modification, and agree that a copy of this fully executed application form will be made a part of any subsequent agreement to sell or lease the property. I / we further agree to notify the Architectural Committee, through Association's property management company, when all work has been completed, and further agree to allow the Architectural Committee access to the property to inspect compliance with plans and specifications approved by the Committee.

- Signature(s) of Applicant Owner(s): _____ Date: _____
_____ Date: _____

Architectural Committee Action: _____

Date of Action: _____ **Signature - Committee Chair:** _____

Date of Work Completion: _____
Date of Association Inspection: _____ **Association Inspection by:** _____

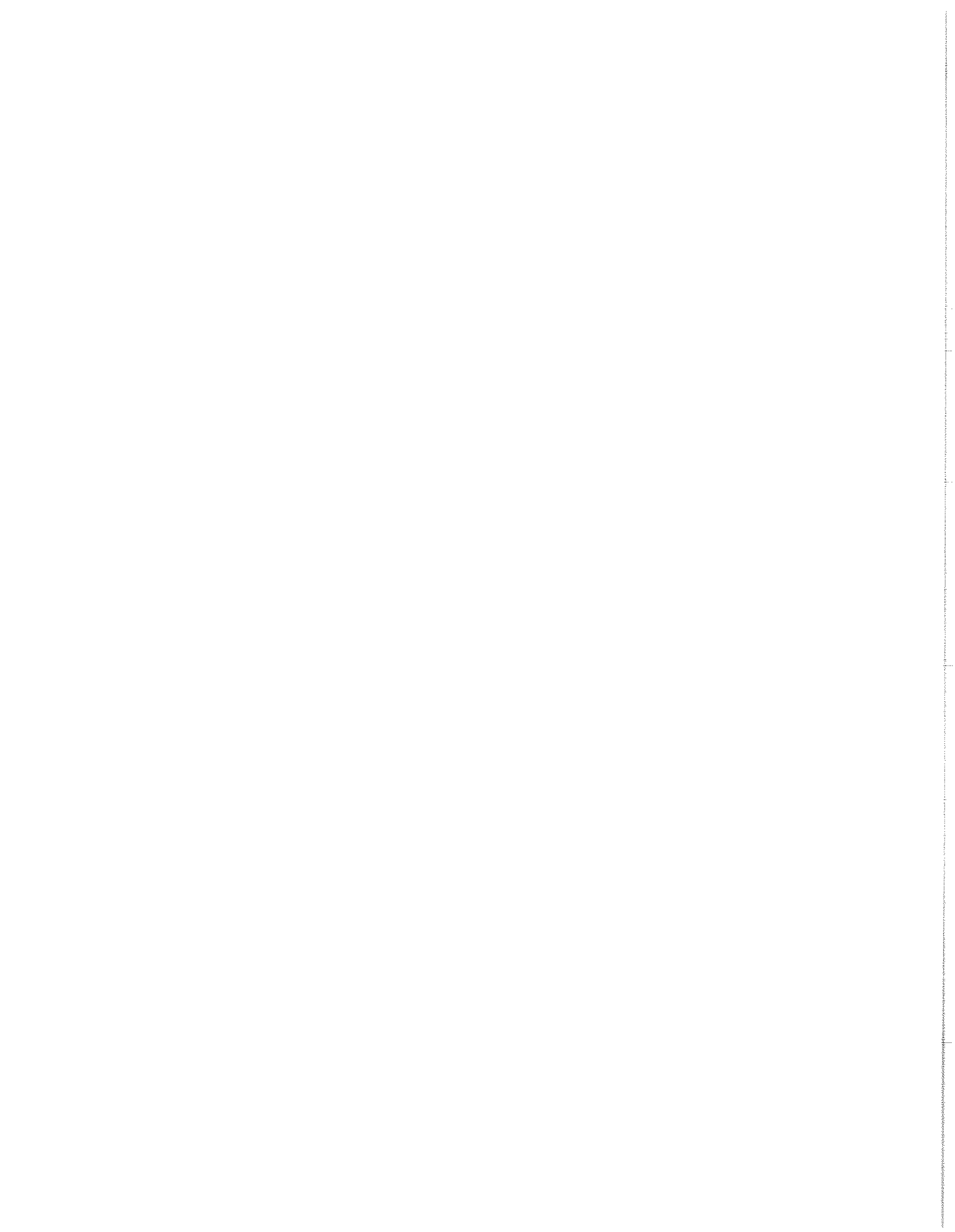


Exhibit C - QUAIL RIDGE MASTER PAINTING PLAN (page 1 of 2)

Adopted by the Association's Board of Directors - Summer 1999 (Board revisions 18 August 2005 & 26 April 2007)

General Painting Details:

- All eaves are painted same body color of each respective unit.
- All garage doors are painted same body color of each respective unit.
- All wood doors trim, window trim, garage door trim, fascia trim, and vertical edge trim, as well as gutters, are painted Quail Off White.
- All exterior doors, except the Front Door & Side Panel, are painted the same body color of each respective unit, with the wood door trim painted Quail Off-White.
- All balcony floor surfaces and all second story breeze-way surfaces to maintain original finish. Wood beams supporting second story breeze-ways are painted same body color of each respective unit.
- Wood railing caps on second story balcony metal railings, as well as wood caps on breezeway metal railings, are painted Quail Off-White.
- All metal railings are painted semi-gloss black.
- All roof vents are painted with color harmonizing with roof tone/color.
- All mail boxes and metal supports are painted flat black.
- Pool house body color and all doors are painted New Desert Navajo (DN). All wood trim is painted Quail Off-White. Perimeter fence posts are painted Loam.
- All utility huts and utility hut doors are painted New Desert Navajo (DN), with trim painted Quail Off-White.

Paint Schemes: Following are Kelly-Moore color names, color #s and product #s as adopted by the Board of Directors in 2006:

- DN** Body Color = **New Desert Navajo**, #06-1556-PH, #1245 Low Sheen
Front Door-Standard = **New Wise Owl**, #06-2330-PH, #1250 Semi-Gloss
- GM** Body Color = **New Gray Morn**, #06-1557-PH, #1245 Low Sheen
Front Door-Standard = **New Malibu Beige**, #06-1558-PH, #1250 Semi-Gloss
- OC** Body Color = **New Oyster Cove**, #06-1555-PH, #1245 Low Sheen
Front Door-Standard = **New Wise Owl**, #06-2330-PH, #1250 Semi-Gloss
- SP** Body Color = **New Stoney Point**, #06-1554-PH, #1245 Low Sheen
Front Door-Standard = **New Malibu Beige**, #06-1558-PH, #1250 Semi-Gloss
- MB** Body Color = **New Malibu Beige**, #06-1558-PH, #1245 Low Sheen
Front Door-Standard = **New Stoney Point**, #06-1554-PH, #1250 Semi-Gloss
- TRIM** All Trim = **Quail Off White**, #04-2119-PH, #1245 Low Sheen

FRONT DOOR-Approved Color Options (no Architectural Application required):

- Front Door-Option = **Cortez (Blue)**, #73, #1250 Semi-Gloss
 - Front Door-Option = **La Marina (Teal)**, #157, #1250 Semi-Gloss
 - Front Door-Option = **Bravado (Burgundy)**, #160, #1250 Semi-Gloss
 - Front Door-Option = ***Saltillo (Terracotta-Brown)**, *#212, #1250 Semi-Gloss
- (*Note: Color #212 Saltillo may not be used with the GM New Gray Morn paint scheme)

An exception to the Quail Ridge Master Painting Plan for Front Door and Side Panel standard or approved optional colors, may be obtained by submitting an Architectural Application to the Architectural Committee with an accurate and adequately sized paint sample to allow the Committee to determine if the homeowner's selected color is compatible with the unit's existing Board-approved Paint Scheme. Approved Front Door and Side Panel exceptions to the Master Painting Scheme must be maintained by the Homeowner in accordance with Quail Ridge Residential Association standards, and must be completely repainted with the approved color, by the Homeowner within 30 days of the Association's painting cycle.

Exhibit C - QUAIL RIDGE MASTER PAINTING PLAN
Adopted by the Association's Board of Directors - Summer 1999

Unit Painting Plan: Following are specific painting designations for each unit (total = 113 units) as adopted by the Board of Directors:

DN - Desert Navajo (28)

Quail View Circle: 1405, 1411, 1423, 1429, 1445, 1473, 1479 - 1416, 1420, 1426, 1442, 1450 (12).

Camino Verde Circle: 935, 1001, 1015, 1061, 1073, 1083, 1093 - 1010, 1016, 1034, 1046, 1054, 1076, 1082, 1088, 1150 (16).

GM - Gray Morn (18)

Quail View Circle: 1419, 1465, 1481 - 1414, 1432, 1444 (6).

Camino Verde Circle: 955, 1003, 1021, 1045, 1075, 1085 - 1014, 1036, 1056, 1074, 1086, 1180 (12).

OC - Oyster Cove (18)

Quail View Circle: 1401, 1409, 1413, 1427, 1475 - 1422, 1440, 1448 (8).

Camino Verde Circle: 985, 1011, 1065, 1091, 1097 - 1008, 1022, 1042, 1050, 1080 (10).

SP - Stoney Point (18)

Quail View Circle: 1403, 1415, 1443, 1461, 1471 - 1418, 1428 (7).

Camino Verde Circle: 975, 1007, 1017, 1041, 1081 - 1018, 1040, 1052, 1070, 1090, 1160 (11).

MB - Malibu Beige (31)

Quail View Circle: 1407, 1417, 1425, 1441, 1463, 1477, 1483 - 1412, 1424, 1430, 1446, 1452 (12).

Camino Verde Circle: 925, 965, 1005, 1013, 1019, 1043, 1063, 1077, 1087, 1095 - 1006, 1012, 1020, 1038, 1044, 1072, 1084, 1092, 1170 (19).

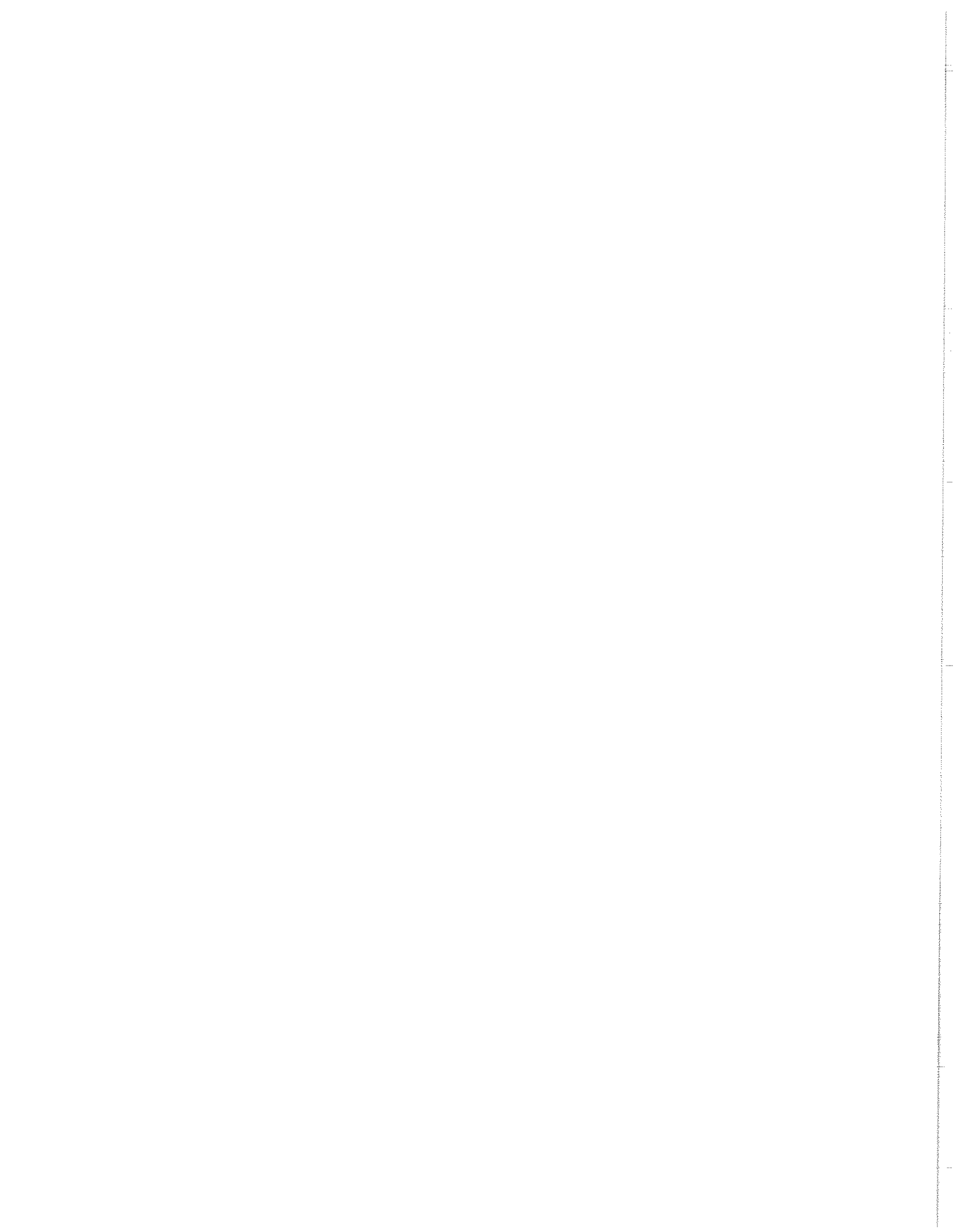


Exhibit D. - ARCHITECTURAL COMMITTEE ROSTER (abbreviated) (page 1 of 1)
(revised – 22 March 2007)

The following owner residents have been appointed to the Architectural Committee by the Quail Ridge Residential Association's Board of Directors:

Ron de Golia - Chairman
1012 Camino Verde Circle
Walnut Creek, CA 94597

Norman R. DeVries
1160 Camino Verde Circle
Walnut Creek, CA 94597

Dirk Mellema
1008 Camino Verde Circle
Walnut Creek, CA 94597

Mary Lynne Murray
1414 Quail View Circle
Walnut Creek, CA 94597

Heidi Slocomb
1007 Camino Verde Circle
Walnut Creek, CA 94597

The following member of the Association's Board of Directors has been designated by the Board to be Committee Liaison:

Sara Fisher
1180 Camino Verde Circle
Walnut Creek, CA 94597

The Association's Manager is:

Toni Guttry, Association Manager
c/o Association Communications, Inc.
1460 Washington Boulevard – A203
Concord, CA 94521
(925) 672-2221 (telephone)
(925) 672-4224 (fax)
(925) 595-4765 (cell)

E-Mail: toni@acihoa.com

Exhibit E - GARAGE DOOR REPLACEMENT POLICY (page 1 of 1)

Adopted by the Association's Board of Directors on 17 April 2002

Preface: In March 2002, the Association's Architectural Committee approved a policy pertaining to the replacement of roll-up garage doors by Homeowners within the Quail Ridge Residential Association (QRRA) community; the Committee recommended adoption of this policy by the Association's Board of Directors.

Background: The type of roll-up garage door that was a part of the original design and construction of Quail Ridge is no longer manufactured and is difficult or nearly impossible to acquire should replacement become necessary due to wear or damage.

Therefore, the Architectural Committee researched this matter and recommended pre-approval of two types of replacement roll-up garage doors that very closely match the architectural characteristics of the original doors.

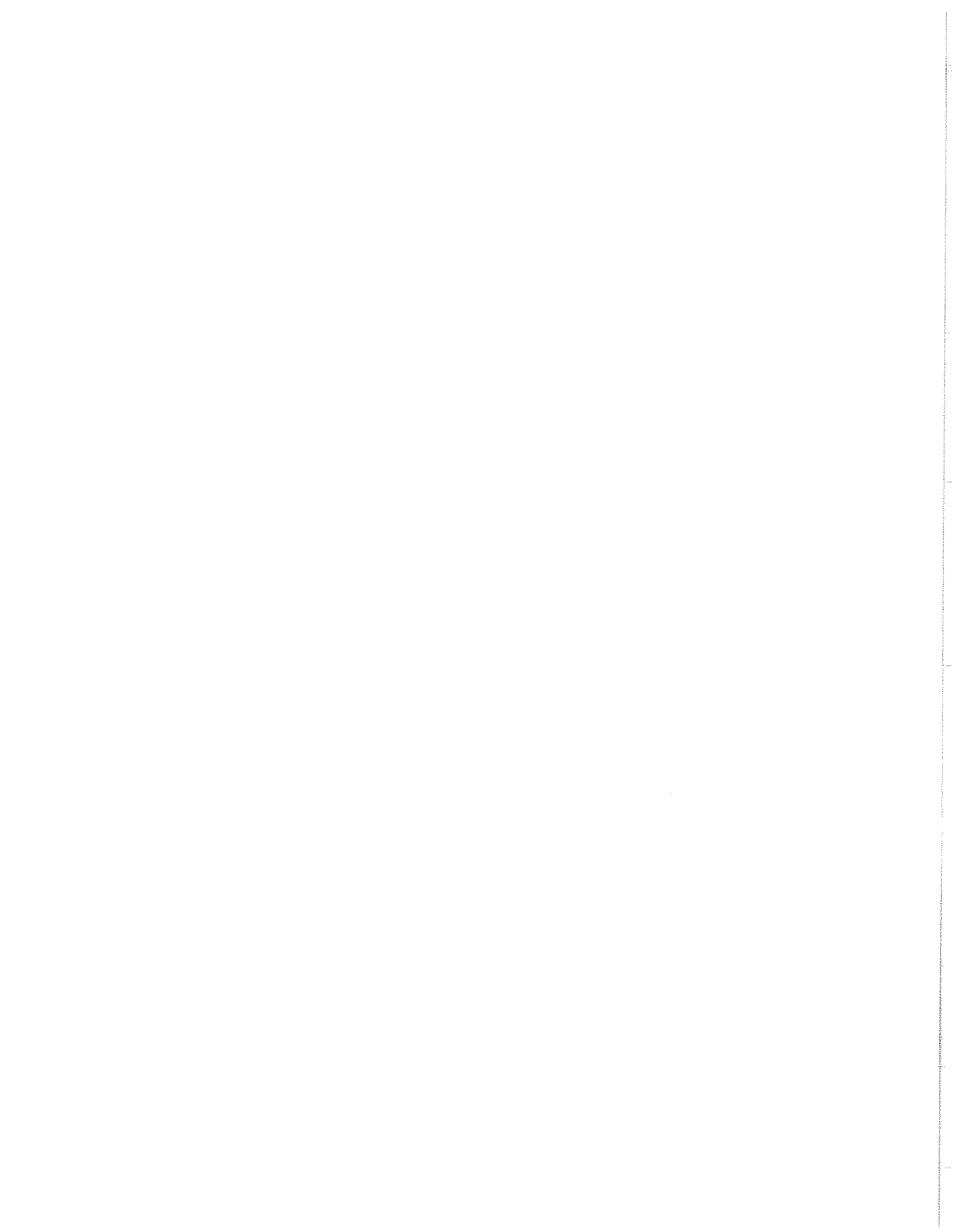
Approved Doors: The following roll-up garage doors are pre-approved for installation by Homeowners:

- Madden Door & Sons, Inc., Raynor Decade Showcase, flush panel design, wood grain texture, two-sided steel constructed sectional garage door encasing a core of thermally bonded, CFC-free, expanded polystyrene insulation, 2 inches thick. Limited 10-year warranty.
- Contra Costa Door Company, Legacy, flush panel design, wood grain, 1-3/8 inches thick insulated core 26 gauge steel sectional garage door. Lifetime limited warranty.
- Approximate costs range from \$950.00 to \$1,200 including tax and installation.

Conditions of Approval:

1. Homeowners may purchase and install either of these two approved roll-up garage doors without the need to obtain the Association's formal approval; all other roll-up garage doors will require review and approval by the Architectural Committee.
2. All garage doors must have flush panel design as specified in this policy. Garage doors with raised panels and/or windows will not be approved. Vents will be approved only if required by Building Code.
3. Subsequent to installation, homeowners must contact Hudson Management to schedule painting of the new garage doors (in accordance with Exhibit C - Master Painting Plan).
4. Exterior "key panels" to control the operation of roll-up of garage doors are acceptable.
5. The Association has adopted these recommendations in the interest of sustaining architectural continuity within the Quail Ridge community, and in no way assumes responsibility for the quality of the recommended doors and/or the acceptability of door installations; this responsibility rests solely with the homeowner and the door contractor.

Questions? Contact the Association's property management company for referral to the Architectural Committee.



Quail Ridge Residential Association

Architectural Committee

Walnut Creek, California 94597

Exhibit F - SATELLITE DISH / ANTENNA POLICY

(page 1 of 7)

Adopted by the Association's Board of Directors on 21 August 2002

Preface: In the Spring of 2002, the Association retained the law firm of Angius & Terry to prepare a definitive Satellite Dish Policy which would satisfy, and be in strict accordance with, all current applicable laws, rules and regulations; the intent was that this new policy, relating to the installation of Satellite Dishes by homeowners within the Quail Ridge Residential Association (QRRRA) community, would supersede outdated provisions contained in the Association's CC&Rs and By-Laws. A draft of this new policy was reviewed and subsequently approved by the Architectural Committee; the Committee then recommended adoption by the Association's Board of Directors which occurred 21 August 2002.

I. Adoption: These Satellite Dish and Television Antenna Rules are adopted by the Board of Directors of Quail Ridge Residential Association, on August 21, 2002, and are effective immediately.

II. Recitals: Quail Ridge Residential Association (hereinafter "the Association") is responsible for the governance, maintenance, repair and upkeep of the Quail Ridge Planned Development (hereinafter "the Development"). The Association exists pursuant to California state laws and Quail Ridge Residential Association's governing documents. The Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Development pursuant to Section 4.3 of the Declaration.

The Federal Communications Commission (hereinafter "the FCC") adopted rules effective October 14, 1996 (and amended November 20, 1998) addressing the installation, maintenance and use of direct broadcast satellite dishes, television broadcast and multipoint distribution service antennas (hereinafter "satellite dishes").

The Association desires and intends to adopt reasonable rules and restrictions governing installation, maintenance and use of satellite dishes in the best interest of the Development which are consistent with the FCC's rules and FCC case decisions.

Therefore, the Association adopts the following rules, restrictions and regulations (hereinafter "the rules") for the Association which shall be binding upon the Association members/owners of separate interests within the Association and their grantees, lessees, tenants, occupants, successors, heirs and assigns. These rules supersede any and all previously adopted rules, regulations or restrictions pertaining to satellite dishes.

III. Definitions:

(a) **Mast:** For purposes of these Rules, the term "mast" means any and all structures to which a satellite dish is attached which operates to raise the height of the satellite dish.

(b) **Owner:** For purposes of these Rules, the term "owner" means the owner of any separate interest or lot within the Development and any tenant or occupant of a separate interest or lot within the Development who is occupying the lot with the owner's permission

(c) **Satellite Dish:** For purposes of these Rules, the term "satellite dish" means any device used to receive video programming services, including direct broadcast satellite (DBS), television broadcast stations (TVBS) and/or multichannel, multipoint distribution services (MDS), that has limited transmission capabilities designed for the user to select or use video programming. The term "satellite dish" also includes customer-end antennas that receive and/or send fixed wireless signals (e.g., broadband or internet signals). All satellite dishes installed in the Complex must meet FCC standards for radio frequency emissions.

Also considered part of the "satellite dish" for purposes of these Rules are masts, cabling, supports, guy wires, conduits, wiring, fasteners and/or other accessories necessary for the proper installation, maintenance and/or use of the satellite dish. Equipment designed to send and receive radio signals are expressly excluded from the definition of satellite dishes.

(d) **Telecommunications signals:** For purposes of these Rules, the term "telecommunications signals" are any and all signals sent or received by DBS, TVBS, MDS and customer-end antennas that send or receive fixed wireless signals.

(e) **Lot:** For purposes of these Rules, the term "lot" is synonymous with the term "separate interest" as defined in Civil Code Section 1351(l).

IV. Installation:

(a) **Satellite Dish Types and Sizes:** If acceptable quality signals can be received, each owner is limited to installing no more than one (1) of any of the following per lot.

(i) DBS satellite dishes that are one (1) meter or less in diameter may be installed. DBS satellite dishes larger than one (1) meter in diameter are prohibited.

(ii) MDS satellite dishes one (1) meter or less in diameter may be installed. MDS satellite dishes larger than one (1) meter in diameter are prohibited.

(iii) Customer-end antennas that send and transmit fixed wireless signals and are one (1) meter or less in diameter may be installed. Such antennas larger than one (1) meter in diameter are prohibited.

(iv) Satellite dishes, exclusive of (a)(i), (ii) and (iii) above, which are designed to receive television broadcast signals (i.e., antennas) may be installed.

(v) Installation of transmission only satellite dishes is prohibited unless prior written approval by the Association's Board of Directors is obtained.

(vi) Except as otherwise set forth above, Installation of equipment designed to transmit and/or receive radio transmissions is prohibited unless prior written approval by the Association's Board of Directors is obtained.

(b) Location:

(i) Satellite dishes must be installed (A) within the owner's lot, or (B) on separate interest property (i.e., property owned by the owner).

(ii) If acceptable quality signals can be received by placing the satellite dish inside the owner's residence without an unreasonable delay or cost increase, then outdoor installation is prohibited.

(iii) Satellite dishes installed outdoors must not encroach upon (A) common elements areas and/or areas and/or (B) any other owner's separate interest property.

(iv) To avoid or minimize the risk of injury to individuals within the Development, the minimum setback from the location of the satellite dish installation to the owner's property line must equal (or exceed) the height of the satellite dish (from the top of the dish to the base) in order to ensure that if the satellite dish falls it will be wholly contained within the owner's separate property (i.e., lot).

(v) Satellite dishes installed outdoors will be located in a place shielded from view from the streets or from other lots within the Development to the maximum extent possible while maintaining acceptable quality signals. Preferred locations (in order of preference) are: in the front courtyard between the garage and the main house; rear yards within two (2) feet of residence's exterior wall; and side yards within two (2) feet of residence's exterior wall.

(vi) Installation in common areas is prohibited even if an acceptable quality signal cannot be received from anywhere on owner's separate interest property (i.e., lot).

(vii) All installations shall be completed so as not to materially harm or damage the Association's common elements or any other individual residence or lot; void any warranties held by the Association or other owners and/or impair the integrity of a building or structure.

(viii) Satellite dishes shall be secured in a manner which does not jeopardize the safety or soundness of any structure and/or the safety of any person near the satellite dishes.

(ix) There shall be no penetrations into building structures, including but not limited to walls and roofs unless it is absolutely necessary in order to receive an acceptable quality signal and/or would unreasonably increase the cost of the installation.

(x) The following shall be used unless their use would prevent reception of an acceptable quality signal and/or unreasonably increase the cost of installation, maintenance and/or use:

(A) Items that permit the transmission of telecommunication signals through glass panes without cutting or drilling the glass.

(B) Items, such as ribbon cable, which permit the transmission of telecommunication signals into the residence through existing openings such as doors and windows.

(C) Existing wiring for transmission of telecommunications and/or cable service signals.

(xi) If penetration of the exterior envelope of any structure, such as walls or roofs, is necessary, the penetration shall be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration and resulting structural damage.

(xii) Unless painting voids manufacturer's warranties, satellite dishes shall be painted to match adjacent structures.

(xiii) Satellite dishes observable from streets, other lots or the common area shall be camouflaged with inexpensive screening and/or plants. Prior to installation, all screenings and plants shall be approved by the Association's Architectural Committee in order to comply with the Association's published architectural and/or landscape guidelines.

(xiv) All exterior wiring for satellite dishes shall be installed in a manner which (A) does not cause water intrusion and damage into any structure and (B) minimizes visibility.

(xv) Prior to any exterior installation, any installer (other than an owner installing that owner's own satellite dish), shall have insurance coverage that meets the following minimums:

Workers' Compensation: Statutory limits.

Contractor's General Liability (including completed operations): \$500,000.00.

(xvi) In order to insure that the owner and the Association are protected, the Association encourages all owners to require that the installer provide copies of certificates of insurance for the above policies which name the owner and the Association as additional insureds on the installer's insurance policies.

(xvii) As with insurance requirements for other projects within the Development, these insurance requirements are to ensure that satellite dishes are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installations could result in damage to structures and/or create safety hazards within the Development.

(c) Safety:

- (i) Satellite dishes shall be installed and secured in compliance with manufacturer's instructions and all city, state and federal ordinances, regulations and laws.
- (ii) Satellite dishes shall not be placed within forty (40) feet of above ground power lines and/or ten (10) feet of buried power lines in order to prevent injury or damage caused by contact with power lines.
- (iii) Satellite dishes shall not obstruct access to or from any lot, residence, walkway, ingress or egress into any area of the Development in order to ensure the safety of individuals and allow safe access to the Association's physical plant.
- (iv) To prevent risk of electrical and/or fire damage, satellite dishes shall be permanently grounded.
- (v) To avoid or minimize the risk of injury to individuals within the Development, the minimum setback from the location of the satellite dish installation to the owner's property line must equal (or exceed) the height of the satellite dish (from the top of the dish to the base) in order to ensure that if the satellite dish falls it will be wholly contained within the owner's separate interest property (i.e., lot).

(d) Maintenance:

- (i) Owners who install or maintain satellite dishes are solely responsible for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of satellite dishes; repair and/or replacement of any property damaged by the installation, maintenance and/or use of satellite dishes; payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of satellite dishes; and/or restoration of satellite dish installation sites to their original condition.
- (ii) Owners shall not permit their satellite dishes to become a hazard or fall into disrepair. Owners shall be responsible for correction of any safety hazards and satellite dish maintenance, repair and/or replacement. Owners are responsible for the repainting or replacement of the exterior surface(s) of the satellite dishes if deterioration occurs.
- (iii) If satellite dish or any portion thereof becomes detached, owners shall remove, repair and/or replace such detachment within seventy-two (72) hours of detachment. If the detachment impacts the safety of persons or property, the Association may remove, at the expense of owner, the satellite dish.

V. Mast and/or Customer-End Fixed Wireless Installation:

- (a) To avoid or minimize the risk of injury to individuals within the Development, mast heights shall be limited to that absolutely necessary in order for owner to receive acceptable quality signals, but under no circumstances shall mast extend more than twelve (12) feet beyond the roofline without prior written approval by the Board of Directors. Applications for masts over twelve (12) feet shall include detailed description of the structure and the anchorage and an explanation of the need for a mast greater than twelve (12) feet. Approval by the Board will be denied if the mast is a legitimate safety hazard. The Board's rejection will be in writing and specify the legitimate safety risk(s).
- (b) Given the additional installation hazards involved with mast installations, all masts installed within the Development shall be installed by licensed, insured contractors. (See Subsections IV(b)(xv)-(xvii), above, concerning insurance requirements).
- (c) Given the health and safety risks associated with customer-end fixed wireless satellite dishes, any satellite dish capable of receiving and sending/transmitting fixed wireless (e.g., internet) signals must be installed by licensed contractors experienced in the installation of such satellite dishes. All installations shall be located so that humans will not be exposed to the transmission signals: (1) at close proximity; and/or (2) for extended periods of time.

VI. Installation by Tenants/Occupants other than Lot Owner: These rules shall apply in all respects to tenants and other occupants. Tenants and/or occupants other than the lot's owner should also notify lot owner concerning any installation.

VII. Notification Process:

(a) Any owner desiring to install a satellite dish must complete a notification form and submit it to the Association's Architectural Committee c/o the Association's office. If the installation conforms to the conditions and restrictions set forth in these rules, installation may begin immediately. The notification form need not be submitted to the Association before the owner installs the satellite dish that complies with these guidelines.

(b) If the installation is not in complete compliance with these rules, the owner and the Architectural Committee shall establish a mutually convenient time to meet and discuss installation methods.

VIII. Satellite Dish Removal: Satellite dish removal requires the restoration of the installation location to its original condition. In particular, any penetration patch(es) must be completely sealed with a paintable sealant. As with other types of installations within the Development, owners shall be responsible for all costs relating to the restoration of the installation location.

IX. Association Maintenance of Locations to Which Satellite Dishes are Installed:

(a) Even if satellite dishes are installed on property that is maintained by the Association, the individual owner retains responsibility for satellite dish maintenance, replacement and repair. Satellite dishes shall not be installed so as to increase the maintenance costs for the Association and/or other owners. As with other owner installations within the Development, if increased maintenance costs and/or damage occurs, the owner(s) of the satellite dish(es) shall be liable for such costs.

(b) If the Association's maintenance requires the temporary removal of satellite dish(es), the Association shall provide owners with at least ten (10) days written notice. Owners shall be responsible for removal or relocation of satellite dish(es) prior to the start of the maintenance and for the replacement of the satellite dish(es) after maintenance is completed. If the satellite dish is not removed within the required time, then the Association may, at owners' cost, remove the satellite dish. If removal by the Association occurs, the Association is not liable for any resulting damage to the satellite dish.

X. Severability: If any provision of these rules is found invalid, that portion shall be severed and the remainder shall remain in full force and effect.

XI. Enforcement:

(a) To the extent permitted by law and the Association's governing documents, the Association shall be entitled to impose a fine of \$50.00 for each violation, if these rules are violated. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day the violation is uncorrected.

(b) To the extent permitted by law and the Association's governing documents, the Association shall also be entitled to reasonable attorneys' fees, costs and expenses incurred in the enforcement of these rules.

(c) If any installation of a satellite dish poses a serious, immediate safety risk, the Association (and/or any Association Member) may seek injunctive relief, pursuant to the powers granted by the Association's governing documents, to prohibit further installation and/or seek removal.

Quail Ridge Residential Association

Architectural Committee

Walnut Creek, California 94597

Exhibit F - SATELLITE DISH / ANTENNA NOTICE FORMS

Adopted by the Association's Board of Directors on 21 August 2002

(page 6 of 7)

Notice to Quail Ridge Residential Association of Owner's Intent to Install Satellite Dish or Antenna

Lot/Homeowner(s): _____

Address: _____

Telephone No: (day) _____ (evening) _____

If rented, tenants' name: _____

Type of Satellite Dish/Antenna: one box

Direct Broadcast Satellite.

Size: _____

Television Broadcast.

Size: _____

Multipoint distribution service.

Size: _____

Customer-end send/receive fixed wireless signals.

Entity performing installation: _____

Location for installation: one box

Rear Yard Side Yard Deck Other (please specify): _____

Installation method: one box

Installation complies with all Association guidelines, including the manufacturer's instructions and applicable building codes.

Installation does not comply with all Association guidelines. Requesting party needs to meet with Architectural Review Committee. (Below are 3 times I am available)

1) _____

2) _____

3) _____

Is mast required for reception? Yes No

If yes, are you requesting a mast height over twelve (12) feet above the roof line? Yes No
(If yes, then you must complete the form for mast installation.)

Is the satellite dish capable of sending receiving fixed wireless (e.g., internet) signals? Yes No
(If yes, then you must complete the form for mast/fixed wireless installation.)

Date you anticipate that the installation will be/has been completed: _____
(Once installation has been completed, please contact the Association to confirm you are done with installation)

I will comply with all of the Association's rules for installing, maintaining and using satellite dishes and antennas. I assume all liability for any damage to the Association and/or other lot owner's property that occurs due to satellite dish and/or antenna installation, maintenance, and use.

Signed: _____

Date: _____

**Notification Form to Quail Ridge Residential Association
For Installation of Oversized Mast or Fixed Wireless Satellite Dish**

Fixed Wireless Satellite Dishes:

Provide the name, license number and contact information for the licensed contractor who is installing your fixed wireless satellite dish: _____

Has your licensed contractor determined that the proposed location will not expose humans to the transmission signals: (1) at close proximity; and/or (2) for an extended period of time.
 Yes No

Oversized Masts:

Is a mast extending over twelve (12) feet above the roofline required for your satellite dish/antenna? Yes No

Is a mast extending higher than the distance from the site of the installation to the lot line? Yes No

If you responded "Yes" to either question, please provide your reasons why such a mast is necessary. Include a detailed drawing of the planned installation. The description should address:

- Description of the mast and satellite dish/antenna.
- Exact location of the mast and satellite dish/antenna installation.
- Description of the method and manner of the installation of the mast and satellite dish/antenna.
- Total height of the mast and the height it will extend above the roofline.
- Explanation of reason(s) why mast must extend to this height.
- Manufacturer specifications regarding the installation of mast.

Below are 3 times I am available to meet with the Architectural Review Committee to discuss my request:

- 1) _____
- 2) _____
- 3) _____

I will comply with all of the Association's rules for installing, maintaining and using satellite dishes and antennas. I assume all liability for any damage to the Association and/or other lot owner's property that occurs due to satellite dish and/or antenna installation, maintenance, and use.

Signed: _____ Date: _____