

Rancho Cielo Homeowners Association

REQUEST FOR ARCHITECTURAL/LANDSCAPE CHANGE APPROVAL

Architectural Control Committee
c/o Seabreeze Management Company
26840 Aliso Viejo Pkwy
Suite 100
Aliso Viejo, CA 92656

OWNER: \_

ADDRESS: \_\_\_\_\_

PHONE:( ) \_\_\_\_\_ ) \_\_\_\_\_
(HOME) (WORK)

DESCRIPTION OF WORK ANTICIPATED:

\_\_\_\_\_
\_\_\_\_\_

PROPOSED: START DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_

Please include the following with your plans:

- 1. Description and specifications of all improvements including photos and or brochures.
1. Color schemes for improvements, i.e., paint chips for house, fence, etc.
2. Plot plan with critical dimensions of improvements proposed with regard to unit.
3. Detailed drawings (architectural blue prints as necessary) for any proposed changes/additions including elevations. Plans must be accurate and note the scale in the legend.
4. Include two (2) copies of plans and (1) copy of the Neighbor Awareness Statement with completed Home Improvement Application
5. Show means of drainage for your unit after improvements.

PLEASE NOTE that plans that are approved are not to be considered authorization to change the original plans as designed by the developer and approved by the County of ORANGE . The review is intended to consider aesthetic appearance. Owner may also need to acquire city permits for any possible structural changes.

NEIGHBOR AWARENESS

Neighbor's approval is not a condition to plans being approved by the Architectural Committee; however, the intent is to advise the neighbors who own property within 100 feet of the property to be improved or altered of the proposed improvements or alterations. Failure to obtain these signatures could delay approval. Neighbors who would like to make comments to the association regarding the proposed improvements should direct comments within three days of having seen this application to the following:

Mail comments to:
c/o Seabreeze Management Company
26840 Aliso Viejo Pkwy
Suite 100
Aliso Viejo, CA 92656

By signing below, I am acknowledging the fact that I have had an opportunity to review neighbors proposed improvements or alterations to their home. I understand that this is a requirement for the owner to obtain my signature and that in the event I have concerns or issues I may address them with the applicant and/or submit my concerns in writing to the management company in the time frame mentioned above.

NAME AND ADDRESS OF NEIGHBORS WITHIN 100' OF SUBJECT PROPERTY

Neighbor Name	Address	Signature
Neighbor Name	Address	Signature
Neighbor Name	Address	Signature
Neighbor Name	Address	Signature
Neighbor Name	Address	Signature
Neighbor Name	Address	Signature
Neighbor Name	Address	Signature

The neighbors noted above have seen the plans I am submitting for Architectural Committee approval. I understand neighbor objections do not in themselves result in a denial. However, if necessary, the Architectural Committee will contact the neighbors to determine objections, as well as the feasibility of the plans.

Subject Address: \_\_\_\_\_

Date: \_\_\_\_\_ Applicant Signature \_\_\_\_\_

General Terms and Conditions

*Rancho Cielo Homeowners Association architectural approval does not constitute waiver of any requirements set forth by applicable government agencies.*

1. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications and Rancho Cielo Homeowners Association assumes no responsibility for such. The function of the Architectural Control Committee is to review submittals as to aesthetics, community design, and compliance with the CC&R's.
  2. All technical and engineering matters are the responsibility of the owners.
  3. An oversight of a Covenant, Condition or Restriction, or a Committee policy does not constitute waiver of that rule and therefore must be corrected upon notice.
  4. Access for equipment used in construction must be through your property only. Access over Community Property will not be permitted without prior, written approval from the association Board of Directors or management.
  5. Streets may not be obstructed with the 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 community Property.
  6. Building permits may be required for certain improvements from the City and/or the County of ORANGE
  7. Any damage to Rancho Cielo Homeowners Association property will be replaced or repaired by a Rancho Cielo Homeowners Association subcontractor. All applicable charges for restorations will be charged back to the home owner by the Rancho Cielo Homeowners Association and is due within 30 days from notification or assessment of penalties.
  8. The approval process is a 45-day process. All reasonable efforts will be made to expedite the review of your plans. Should the association grant approval, the approval will be valid for a maximum of 6 months from the issuance of the approval letter from the association. Any work not completed within the time frame will be deemed unapproved, requiring the homeowner to resubmit the application for approval.
  9. If the Architectural Committee fails to render a decision within the time limits specified, the owner may submit their proposal to the Board, to be heard at the next scheduled regular Board meeting, and the Board shall issue a determination within 7 days after the meeting.
  10. Decisions concerning the proposed change will be provided in writing. If a proposed change is disapproved, the written decision will include both an explanation of why the proposed change is disapproved and describe the procedure for submitting the application for reconsideration by the Board of Directors if the application is not reviewed at an open meeting of the Board.
- I I. All terms and condition noted in the association's CC&R's and Approval Procedures and Design Guidelines are applicable and may be enforced by the Board of Directors.

Subject Address:

Date: \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Subject Address: \_\_\_\_\_

Date: \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Architectural Committee Review Only

Date submitted to committee: \_\_\_\_\_

Recommended Approval       Conditional Approval Recommended as follows:

\_\_\_\_\_  
\_\_\_\_\_

Recommended Disapproval for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Architectural Committee

Board of Directors Review

Date submitted to Board of Directors: \_\_\_\_\_

Recommended Approval       Conditional Approval Recommended as follows:

\_\_\_\_\_  
\_\_\_\_\_

Recommended Disapproval for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Board Member / Account Manager

If your original request is denied outside of an open meeting, you have the right to appeal the decision with the Board of Directors at an open Board meeting by accompanying this application with a written letter, appealing the decision and identifying the grounds as to why the application should be approved as submitted. The letter of appeal must be submitted 10 days after the date of the disapproval. The appeal shall be heard at the next regularly scheduled Board meeting after filing said notice.

# Rancho Cielo Homeowners Association

## Architectural Guidelines for Exterior Painting

In order to determine which style of home you have, please refer to the information below. This will identify which color chart can select from when choosing the new color scheme for the exterior of your home.

<u>Italian Style</u>	<u>Tudor Homes</u>	<u>Mediterranean</u>	<u>Mediterranean</u>	<u>Siding Homes</u>
21771 Estrella	21771 Ambrosia	21772 Ambrosia	31821 Via Alegre	21775 Ambrosia
21781 Estrella	21781 Ambrosia	21792 Ambrosia	21731 Via de la Luz	21776 Ambrosia
21752 Hermosa	21782 Ambrosia	21801 Ambrosia	21861 Via de la Luz	21802 Ambrosia
21782 Hermosa	21791 Ambrosia	21851 Caminito	21791 Via de la Luz	21831 Caminito
21782 Pajarito	21841 Caminito	21855 Caminito	21771 Via del Lago	21832 Caminito
21785 Pajarito	21842 Caminito	21861 Caminito	21791 Via del Lago	21862 Caminito
21802 Pajarito	31852 Camino del Cielo	31842 Camino del Cielo	21792 Via del Lago	31872 Camino del Cielo
32102 Rancho Cielo	31902 Camino del Cielo	31862 Camino del Cielo	21811 Via del Lago	31911 Camino del Cielo
32112 Rancho Cielo	31941 Camino del Cielo	31882 Camino del Cielo	21851 Via del Lago	31922 Camino del Cielo
32142 Rancho Cielo	31962 Camino del Cielo	31892 Camino del Cielo	21852 Via del Lago	31951 Camino del Cielo
32162 Rancho Cielo	32012 Camino del Cielo	31912 Camino del Cielo	21885 Via del Lago	32036 Camino del Cielo
32192 Rancho Cielo	32022 Camino del Cielo	31921 Camino del Cielo	21921 Via del Lago	32057 Camino del Cielo
21741 Via de la Luz	32046 Camino del Cielo	31931 Camino del Cielo	21935 Via del Lago	32065 Camino del Cielo
21771 Via de la Luz	32052 Camino del Cielo	31932 Camino del Cielo	21942 Via del Lago	21862 Delicia
21811 Via de la Luz	32055 Camino del Cielo	31942 Camino del Cielo	21972 Via del Lago	21876 Delicia
21831 Via de la Luz	21842 Delicia	31952 Camino del Cielo	21992 Via del Lago	21751 Estrella
21751 Via del Lago	21765 Estrella Lane	31971 Camino del Cielo	32266 Via del Nido	21755 Estrella
21781 Via del Lago	21811 Estrella Lane	31981 Camino del Cielo	32276 Via del Nido	21821 Estrella
21802 Via del Lago	21761 Hermosa Lane	32002 Camino del Cielo	32252 Via del Sol	21801 Hermosa
21821 Via del Lago	21791 Hermosa Lane	32032 Camino del Cielo	32272 Via del Sol	31891 La Subida
21831 Via del Lago	21792 Hermosa Lane	32042 Camino del Cielo	31771 Via del Viento	31902 La Subida
21842 Via del Lago	31871 La Subida	32053 Camino del Cielo	31785 Via del Viento	31911 La Subida
21871 Via del Lago	31892 La Subida	32056 Camino del Cielo	31786 Via del Viento	31932 La Subida
21902 Via del Lago	31901 La Subida	32061 Camino del Cielo	31791 Via del Viento	31941 La Subida
21911 Via del Lago	31922 La Subida	32071 Camino del Cielo	31802 Via del Viento	31952 La Subida
21932 Via del Lago	31942 La Subida	21822 Delicia	31961 Camino del Cielo	21831 Las Nubes
21945 Via del Lago	21822 Las Nubes	21832 Delicia	31771 Via Alegre	21842 Las Nubes
32242 Via del Nido	21851 Las Nubes	21852 Delicia	31772 Via Alegre	21862 Las Nubes
32272 Via del Nido	21852 Las Nubes	21861 Delicia	31791 Via Alegre	21871 Las Nubes
32242 Via del Sol	21875 Las Nubes	21865 Delicia	31801 Via Alegre	32001 Lomita
32262 Via del Sol	32011 Lomita	21872 Delicia		32012 Lomita
	21791 Pajarito	21761 Estrella		21781 Pajarito
	21792 Pajarito	21791 Estrella		21786 Pajarito
	32092 Rancho Cielo	21831 Estrella		32136 Rancho Cielo
	32122 Rancho Cielo	21762 Hermosa		32152 Rancho Cielo
	32132 Rancho Cielo	21771 Hermosa		32172 Rancho Cielo
	32196 Rancho Cielo	21802 Hermosa		31762 Via Alegre
	31761 Via Alegre	31872 La Subida		31781 Via Alegre
	31766 Via Alegre	31881 La Subida		31831 Vial Alegre
	31811 Via Alegre	31882 La Subida		21761 Via del I Luz
	21751 Via del La Luz	31895 La Subida		21821 Via del la Luz
	21781 Via de la Luz	31912 La Subida		21841 Via del la Luz
	21851 Via de la Luz	31921 La Subida		21761 Via del Lago
	21871 Via de la Luz	31931 La Subida		21801 Via del Lago
	21812 Via del Lago	31945 La Subida		21822 Via del Lago
	21862 Via del Lago	31946 La Subida		21861 Via del Lago
	21881 Via del Lago	31951 La Subida		21912 Via del Lago
	21891 Via del Lago	21832 Las Nubes		21925 Via del Lago
	21922 Via del Lago	21836 Las Nubes		21931 Via del Lago
	21952 Via del Lago	21841 Las Nubes		21941 Via del Lago
	21982 Via del Lago	21861 Las Nubes		21962 Via del Lago
	31781 Via del Viento	21872 Las Nubes		32252 Via del Nido
	31782 Via del Viento	32002 Lomita		32232 Via del Sol
	31792 Via del Viento	32006 Lomita		32266 Via del Sol
	21781 Hermosa	32021 Lomita		32276 Via del Sol
	21841 Via del Lago	32031 Lomita		31772 Via del Viento
		21771 Pajarito		31801 Via del Viento
		32096 Rancho Cielo		31811 Via del Viento
		32126 Rancho Cielo		
		32128 Rancho Cielo		
		32146 Rancho Cielo		
		32232 Rancho Cielo		

# **Rancho Cielo Homeowners Association**

## **RULES FOR INSTALLATION, USE, MAINTENANCE, AND REMOVAL OF SOLAR ENERGY SYSTEMS**

### ***I. Adoption***

These Rules for Installation, Use, Maintenance and Removal of Solar Energy Systems are adopted by the Board of Directors of the Rancho Cielo Homeowners Association on January 24, 2017.

### ***II. Statement of Purpose and Definitions***

Pursuant to Article IV, Section 4.1.5 of the Covenants, Conditions and Restrictions of the Rancho Cielo Homeowners Association (hereafter, "CC&Rs") and Article IX, Section 9.8 of the Bylaws of the Rancho Cielo Homeowners Association, the Board of Directors has adopted the following rules, restrictions and regulations (hereinafter "Rules") for the Association, which shall be binding upon the Association, Members/Owners of separate interests within the Association and their families, grantees, lessees, tenants, occupants, successors, heirs and assigns. The purpose of these Rules is to provide guidance to Owners who wish to install, use maintain, and/or remove Solar Energy Systems, as defined in Part III, Rule No. 1 below. The Rules are intended to conform to federal and state law and the CC&Rs. If a vendor provides you with information that is inconsistent with these Rules, please contact the Association Manager. It is the goal of the Association to allow members to enjoy the benefit of solar energy while continuing to embrace and maintain the aesthetic beauty and value of our community and to provide reasonable protection of persons and property relating to installation, use, maintenance and removal of such systems. These Rules supersede any and all previously adopted rules, regulations or restrictions pertaining to Solar Energy Systems. Effective as of the date indicated above, they are part of the governing documents for this Association and may be enforced in the same manner as any other governing document.

### ***II. Definitions***

1. As used in these Rules, a "Solar Energy System" means: (i) any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating, space cooling, electric generation or water heating; or (ii) any structural design feature of a building whose primary purpose is to provide for the collection, storage and distribution of solar energy for electricity generation, space heating or cooling or for water heating.
2. The terms "Board", "Common Area", "Lot", "Owner", and "Project" have the same definition as in the CC&Rs for the Association.

### ***IV. General Installation Requirements***

1. No portion of a Solar Energy System may be installed within the Common Area (including air space) without the written consent of the Board.
2. No portion of a Solar Energy System may be installed on the Lot of another Owner (including air space) without the written consent of the Board and the other Owner.
3. Solar Energy Systems shall be located in an area of the Lot shielded from view from outside the Project, the Common Area or from other Lots and residences within the Project to the maximum extent possible. The Board of Directors may require that a Solar Energy System be relocated from the location proposed by the Owner, so long as such placement does not result in an increase of the cost of the Solar Energy System by more than ten percent (10%), but in no case more than one thousand dollars (\$1,000), for a solar domestic water heating or solar swimming pool heating system or more than one thousand dollars (\$1,000) over the system cost as originally specified and proposed for a photovoltaic system or decrease the efficiency of any type of Solar Energy System by more than ten percent (10%).

4. A Solar Energy System's visible ancillary components such as conduits, plumbing and supports shall be painted or otherwise covered to match the exterior of adjacent structures, unless such painting or covering would void a manufacturer's warranty, result in an increase of the cost of the Solar Energy System by more than ten percent (10%), but in no case more than one thousand dollars (\$1,000), for a solar domestic water heating or solar swimming pool heating system or more than one thousand dollars (\$1,000) over the system cost as originally specified and proposed for a photovoltaic system, or decrease the efficiency of any type of Solar Energy System as originally specified and proposed by more than ten percent (10%).

5. All installations of Solar Energy Systems shall be completed so as not to materially harm or damage the Association's Common Areas, 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.

6. Solar Energy Systems shall be installed and used in a manner that limits solar reflectivity and / or glare from their solar collection surface(s) against any other Lot or residence or the Common Area to the maximum extent possible, so long as such installation or use does not result in an increase of the cost of the Solar Energy System by more than ten percent (10%), but in no case more than one thousand dollars (\$1,000), for a solar domestic water heating or solar swimming pool heating system or more than one thousand dollars (\$1,000) over the system cost as originally specified and proposed for a photovoltaic system or decrease the efficiency of any type of Solar Energy System as originally specified and proposed by more than ten percent (10%).

7. No portion of a Solar Energy System shall be stored, placed, or otherwise left on any portion of the Common Area. No portion of a Solar Energy System shall be stored, placed, or otherwise left on the front or side yard of any Owner's Lot for longer than 72 hours.

8. All portions of a Solar Energy System shall be secured in a manner which does not jeopardize the safety or soundness of any structure and/or the safety of any person within the Project.

## ***V. Safety***

1. Solar Energy Systems shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code, as amended from time to time, and shall be installed and secured in compliance with manufacturer's instructions and all city, state and federal ordinances, regulations and laws.

2. A Solar Energy Systems for domestic water heating or swimming pool heating water shall be certified by an accredited listing agency as defined in the Plumbing and Mechanical Codes.

3. Solar Energy Systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronic Engineers and accredited testing laboratories such as Underwriters Laboratories and, where applicable, the rules of the Public Utilities Commission regarding safety and reliability.

4. Solar Energy Systems shall not obstruct access to or from any Lot, walkway, ingress or egress into any area of the Project in order to ensure the safety of individuals and allow safe access to the Association's physical plant.

5. In approving the installation of any Solar Energy System, the Board is entitled to rely upon the representation of the Owner or his or her contractor that the system fully complies with the safety criteria set forth in this Part V. Should the Board later determine that the equipment is not in conformance with any such criteria, the Board may require the Owner to remove the Solar Energy System or modify it so that it is in compliance, at the Owner's sole expense.

## ***VI. Maintenance***

1. Owners who install or maintain Solar Energy Systems are solely responsible for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of the Solar Energy System or any of its components; repair and/or replacement of any property damaged by the installation, maintenance and/or use of the Solar Energy System; payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of the Solar Energy System; and/or restoration of Solar Energy System sites to their original condition after removal.
2. Owners shall not permit their Solar Energy Systems to become a hazard or fall into disrepair. Owners shall be responsible for correction of any safety hazards and Solar Energy System repair and/or replacement. Owners are responsible for the repainting, recovering or replacement of the visible ancillary components of the Solar Energy System, such as conduits, plumbing and supports, if deterioration occurs.
3. If it is necessary to temporarily remove a Solar Energy System or some of its components so that the Association may perform required maintenance or repairs to the adjacent Common Area or those portions of a Lot which the Association is responsible under the Governing Documents for maintaining or repairing, the Lot Owner shall be responsible, at his or her sole expense, for removing the Solar Energy System or affected component and reinstalling it after the maintenance or repair is completed. If the Lot Owner fails to remove a Solar Energy System or a system component when requested to do so by the Association to permit necessary maintenance or repairs, the Association may remove the system or component and charge the cost of such removal to the Lot Owner. So long as reasonable care is used in removing and reinstalling the Solar Energy System or any component thereof, the Association shall not be responsible for any damage caused to the system or component by such removal or reinstallation.

## ***VII. Application Process***

1. No Solar Energy System, or any part thereof, may be installed anywhere within the Project until the Owner has applied for and received written approval to proceed with the installation from the Association's Board of Directors. Any Owner desiring to install a Solar Energy System shall complete an application form and submit it to the Association c/o the office of the Association manager. The Owner shall not proceed with installation of the Solar Energy System until the application has been approved by the Board. A standardized application form may be provided by the Board, and Owners may be required to use the form in applying for permission to install a Solar Energy System. Subject to Rule No. 2 below, in considering the application for approval of a Solar Energy System, the Board shall follow the same procedure as for other requested architectural changes under Article VII of the CC&Rs. Subject to Rule No. 3 below, the Board shall approve any application for installation of a proposed Solar Energy System if such a system conforms to the requirements of these Rules.
2. The Board shall consider and rule upon the application within forty-five (45) days of the date of its receipt. The Board may extend that period pursuant to reasonable requests for additional information. The approval or denial of the application shall be in writing.
3. The Board may require the use of a different Solar Energy System from the one which was the subject of an Owner's request if the alternative system is comparable in performance and cost to the system the Owner proposed to install.
4. In the event the Board of Directors consents to having all or a part of a Solar Energy System installed on Common Area or on a portion of Lot for which the Association is responsible, as part of the application process, the Association shall require an Owner to execute a written agreement indemnifying and holding the Association, its officers, directors, members and manager harmless from any claim or causes of action for damages caused in whole or in part by the installation of the Solar Energy System. Said agreement shall bind the current Owner and all future Owners of the Lot.

## ***VIII. Removal***



1. Removal of a Solar Energy System 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 Project, Owners shall be responsible for all costs relating to the restoration of the installation location.

**\* \* \* END OF DOCUMENT \* \* \***

## Rancho Cielo Homeowners Association Satellite Installation Specifications

*The following guidelines have been established in accordance with the California Civil Code and the Federal Communication Commission.*

- The satellite dish may not exceed 36 " in diameter.
- An owner may install a satellite dish on any portion of their home so long as it is not visible from the front or street side of their home. If an owner determines their dish can not receive a signal from any portion of their home other than the front or street side; they must first obtain association approval as to the location of installation. An Architectural Variance Request must be submitted for review by the Architectural Committee and approval must be granted in writing prior to the installation of the satellite dish. The association may require an owner to install some method of camouflage to hide the sight of the satellite dish if it is visible from the front or street. The camouflage will be paid for and maintained by the homeowner.
- All cable wire from the satellite dish must be installed so that it is not visible from the common areas. The wiring must be securely attached to the home, no loose or hanging wiring will be permitted.

Approved: February 19, 2002