

**PONDEROSA MEADOWS
HOMEOWNERS ASSOCIATION**

ARCHITECTURAL GUIDELINES

PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION Architectural Guidelines

TABLE OF CONTENTS

<i>I. Purpose</i>	<i>1</i>
<i>II. Guidelines</i>	<i>2-4</i>
<i>III. Architectural Standards</i>	<i>5-7</i>
<i>IV. General Conditions</i>	<i>8</i>
<i>V. Neighbor Notification</i>	<i>9</i>
<i>VI. Enforcement Guidelines</i>	<i>10</i>
Enforcement Policy	10
Fine Schedule	11
Procedure for Homeowner Hearing.....	12
(Exhibit A) Ponderosa Meadows Homeowners Association Home Improvement Form.....	13
(Exhibit B) Ponderosa Meadows Homeowners Association Impacted Neighborhood Statement	14
(Exhibit C) Ponderosa Meadows Homeowners Association Notice of Completion	15
(Exhibit D) Ponderosa Meadows Homeowners Association Rules and Violation Report.....	16

I. PURPOSE

As set forth in the Ponderosa Meadows Declaration of Covenants, Conditions and Restrictions (CC&R's), the Architectural Committee (hereinafter referred to as the "Committee") is vested with the power to review and approve all Improvements to all Residences in Ponderosa Meadows Homeowners Association. Such Improvements include, without limitation, additions, modifications and alterations to Residences, signs, fences, walls, landscaping, screens, window treatments, and attic fans, and any other modifications to the exterior of a Residence or other Improvements or alterations to your Home.

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

The Committee shall consist of a total of three (3) members. Members of the Committee shall receive no compensation for services rendered other than reimbursement by the Association for any expenses that might be incurred in performing their duties. The Committee has the right to retain architects or other construction specialists as may be necessary to perform its duties.

Prior to the commencement of any addition, alteration or construction work of any type on any home within Ponderosa Meadows Homeowners Association, you must first make application to the Committee for approval of such work. Failure to obtain approval of the Committee may constitute a violation of the Ponderosa Meadows Declaration of Covenants, Conditions and Restrictions (CC&R's) affecting your Home, and may require modification or removal of unauthorized works of Improvement at your expense.

A building or other permit may be required by the Town of Truckee Building Department or other governmental agencies prior to the commencement of any work. The Association assumes no responsibility for and Owner's failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Committee approval.

II. GUIDELINES

A. Submission Procedure Requirements.

1) All applicants (“Applications”) for the Committee approval are to be made on the standard Ponderosa Meadows Homeowners Association Improvement Form (Exhibit A).

2) Submission of Applications. All Applications are to be made to the Ponderosa Meadows Homeowners Association Architectural Committee, c/o Sierra Mountain Management PO Box 11110, Truckee, CA 96162

3) Reasonable Fees. The Board of Directors, or the Committee, may assess a fee not to exceed \$100.00 per submission for review of plans and specifications 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.

5) Submission of Application for Improvements. Please forward three (3) complete sets of the following documents which constitute a complete Application: 1) Your proposed plans and specifications, 2) Home Improvement Form (Exhibit A), 3) Impacted Neighbor Statement (Exhibit B). Please mail this information to the Committee at the address noted above in item #2. One (1) set will be returned to you after completion of the review.

- a) Plot plan drawn to scale showing the following:
 - i) All proposed Improvements and relevant elevations, together with the desired location of such Improvement to the Home.
 - ii) Complete dimensions of the proposed Improvements.
- b) Description of materials to be used, including the proposed color scheme. Samples should be provided.
- c) Drainage plans (if applicable) where the established drainage pattern might be altered by the proposed Improvement.
- d) Floor plans (if applicable) showing overall dimensions and area of Improvements reflecting your preliminary design concept.
- e) Description of proposed construction scheduled.
- f) Landscape plan and working drawings (if applicable).
- g) If proposed Improvements require access over the Association facilities for purposes of transporting labor or materials, written permission shall be required from the Association. Any such requests must be filed with the Board of Directors prior to the commencement of your Improvement.
- h) Any other information or documentation deemed to be necessary by the 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 Application to be delayed pending submission of other information and documentation to the Committee. An incomplete Application shall affect the time limits for approval otherwise reserved in favor of the Committee.

C. Approval by the Architectural Committee

The Committee may approve a proposal only if the Committee finds that (i) the plans and specifications conform to the CC&R's and to any architectural standards in effect at the time the proposal was submitted and (ii) the proposed Alteration will be aesthetically consistent with the other improvements in the Project as to harmony of exterior design, landscaping, color schemes, exterior finishes, visibility with respect to existing structures and environment, and placement of structures with respect to topography and finished grade elevation.

All approvals, conditional approvals and denials must be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within thirty (30) days from the date of submission will be deemed approved.

D. Enforcement

Failure to obtain the necessary approval from the Committee, or failure to complete the Improvements in conformity with the plans and specifications approved by the Committee, may constitute a violation of the Declaration of Restrictions and may require modifications or removal of any work or Improvement at your expense.

E. Violations

All Owners in Ponderosa Meadows Homeowners Association shall have the right and responsibility to bring to the attention of the Committee, any violations of the standards set forth herein.

F. Notice of Completion

Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvement, or upon the completion of any other work for which approved plans and specifications are required, the Owner shall complete and forward a written Notice of Completion (Exhibit C) to the Committee.

G. Inspection

The Committee's right to inspect the work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the work is completed and the Committee receives written notice on a form provided by the Committee from the Owner that the work is completed. If the Committee fails to send a notice of Noncompliance to an Owner before time limit expires, the work shall be deemed to comply with the approved plans. The Committee may also inspect the work at time prior to completion as it deems appropriate to determine that the Committee approval is being followed.

H. Noncompliance

If an Owner fails to remedy the Noncompliance within thirty (30) days after the date of notice from the Committee, the Committee shall notify the Board in writing of such failure. After Notice and Hearing, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost 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 after the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Association may Record a Notice of Compliance (if allowed by law) and commence an action for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

I. Appeals

If the Owner who applied or who the Committee determined should have applied for approval of an Alteration on a Home disputes the jurisdiction or powers of the Committee or any requirement, rule, regulation or decision by the Committee applicable to the denial or conditional approval of the Owner's application (collectively referred to as "Decision"), that Owner may appeal such Decision to the Board. The Board shall notify the Owner of the time, date and place of a hearing to review the Decision of the Committee, by a Notice to the Owner.

The Notice shall be given at least ten (10) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States mail, first class, postage prepaid, addressed to the Owner at the address given by the Owner to the Board for the purpose of service of notices or to the address of the Owner's home if no other address has been provided. After the hearing takes place, the Board shall notify the Owner of its decision in writing delivered to the appealing Owner within ten (10) days after the hearing. The determination of the Board shall be final.

J. No Liability

If members of the Committee have acted in good faith, neither the Committee nor any member will be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

III. ARCHITECTURAL STANDARDS

A. Structural or Material Additions or Alterations

Homes shall conform to the material, colors, character and detailing as established on existing Homes within the respective Tract.

- 1) Structures in this section shall conform to the original structural character of the existing Dwelling Unit.
- 2) Structures under this section will be stained or painted to match or be complimentary with colors used on its existing Dwelling Unit.
- 3) In designing this addition, intrusion upon a neighbor's privacy, or the passage of light or air to a contiguous Dwelling, shall be kept to an absolute minimum.

B. Landscaping and Other Related Improvements

No Owner shall make any alteration to the Association property, or Improvements installed by the Developer, or remove, plant or replace any landscaping, planting, structure, furnishings, or other objects within the Association except with the written consent of the Board.

No landscaping or other physical improvements or additions shall be made to any porches, patios or yards or portions of Lots which are visible from the Private Street, adjacent public street, or from any Common Area by any Owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Architectural Committee, or the Board.

C. Drainage

There shall be no interference with the established drainage pattern over unless an adequate alternative provision is submitted to and approved in writing by the Committee. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time your close of escrow, which may include drainage from the Common Area or Owner's home.

Any additional drainage the Owner intends to install must be submitted to the Committee for approval. All improvements are to slope towards drains and drains are to be mounted flush with improvements. Improvements may settle over time and level of drains must be adjusted accordingly.

The existing drainage shall not be altered, interrupted, blocked, filled, or otherwise altered by the Association, since serious damage can result. Drainage must not be allowed to pond or run against or under a structure, foundation, garage floor, driveway or other improvement.

D. Gutters and Downspouts

No gutters, downspouts or scuppers to control water shed from roofs shall be installed without prior approval of the Committee. Such Improvements shall be primed and painted to match the surface color of its appurtenant Dwelling. Each Owner shall also ensure that the gutters and downspouts serving his/her Residence are kept clean and free of debris.

E. Window Covering

All drapes, window shades or other window coverings installed in the windows of homes which are visible from the exterior of the home shall comply with the Guidelines. The exterior side of all window coverings shall be white or off-white in color, unless another color is approved by the Board or Committee.

Only materials specifically designed to be used as window coverings are permitted. Use of sheets, newspaper, tin foil and similar materials for window covering is strictly prohibited.

F. Sports Equipment

No basketball standards, fixed sports apparatus or similar equipment shall be attached to the exterior of any Unit or permanently placed within any Exclusive Use Common Area, except in accordance with the provisions of Article 7.11 of the CC&R's.

Portable or movable basketball equipment or other movable sports apparatus use is allowed in the enclosed yard area only and may not be used in the common area.

G. Satellite Dish, Radio and Television Antennas

Owners may install an "Authorized Antenna" so long as the proposed location for such installation ensures that the visibility of the Authorized Antenna is minimized with respect to other owners.

Authorized Antenna means (i) an antenna that is designed to receive direct broadcast satellite service, including direct-to-Home satellite service, that is one meter or less in diameter, (ii) an antenna that is designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, that is one meter or less in diameter or diagonal measurement, (iii) an antenna that is designed to receive television broadcast signals, or (iv) a mast supporting an antenna described in (i), (ii), (iii) above.

The Board may adopt Community Rules that designate appropriate location for placement of antennas, satellite dishes and related equipment within or upon Residences, which Community Rules shall be consistent with the requirements of State and Federal law and regulations and shall not impose unreasonable delay or expense upon an Owner nor preclude reception of an acceptable quality signal. All fees for the use of any cable television system shall be borne by respective Owners, and not by the Community Association.

H. Exterior Lighting

No Owner shall remove damage or disable exterior light, regardless of where located, which is connected to the Association's electric service.

I. Alterations to Homes

Alterations may be made to the interiors of homes, including Common Area physically contained within the home or of the building containing the home and if the Owner complies with all laws and ordinances regarding alterations. No alteration of the floor coverings of the home may be made which will result in an increase in sound transmission into any other home. Only soft-cover floors may be installed on floor levels located above and adjacent to any other home, except for replacement of any hard coverings in kitchen, bath or other areas where such hard coverings were originally installed by Declarant.

J. Seasonal Decorations

The temporary display of seasonal decorations, other than decorative flags, is permitted on Owner's Lot and Residence. No prior approval from the Committee is required; provided, however, that seasonal decorations (a) must not be placed in Common Areas in a manner that would interfere with the landscape maintenance performed by the Association, and (b) are only permitted during the time period designated by the Association. The Association will inform Owner of the acceptable time period for display of seasonal decorations in an Association newsletter. No seasonal decorations are permitted before or after the time period designated by the Association. The Owner shall be solely responsible for any damage or injury to persons or property resulting from the placement of any seasonal decorations.

K. Window Tinting

Window tinting requests will be considered by the Committee. However, mirror finishes will not be approved. NOTE: Most failures of dual-glazed windows are due to "moisture" condensation that can be traced to the presence of tinted film on the inside of the glass. The deflection caused by the tinted film creates heat build-up and consequent expansion within the airspace of the dual unit, and destroys the butyl seal. Water vapor is thus admitted, and condenses between the planes. In addition, cracking of the windowpanes may occur.

Neither the window manufacturer, nor the Developer will be responsible for replacement of dual glazed windows should window tinting be applied.

L. Right to Adopt Additional Architectural Standards

The Board of Directors may, from time to time, adopt and promulgate additional Design Review Guidelines to be administered through the Committee. Copies of such additional Architectural Guidelines, together with any Operating Rules adopted and promulgated by the Board of Directors and/or the Committee, shall be on file at the office of Matrix Property Management.

IV. GENERAL CONDITIONS

- A. 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.
- B. 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 Property.
- C. Any damage to Ponderosa Meadows Property will be replaced or repaired by an Ponderosa Meadows subcontractor. All applicable charges for restoration will be charged back to the responsible Owner and is due and payable within thirty (30) days from notification or assessment of penalties.
- D. Approval of plans is not authorization to proceed with Improvements on any Property other than the home owned by the Applicant.
- E. An Improvement may be repainted without Committee approval, so long as the Improvement is repainted the identical color with which it was last painted in compliance with all applicable restrictions.

V. NEIGHBOR NOTIFICATION

It is the intent of the Committee 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 Committee's decision.

- A. Definitions: Facing Neighbor; Adjacent Neighbor; and Impacted Neighbor.

Facing Neighbor: Means the three (3) homes directly across the street.

Adjacent Neighbor: Means all homes with adjoining property lines to the Unit in question.

Impacted Neighbor: Means all home immediately surrounding the area which would be affected by the construction of any Improvement.

- B. Improvements Requiring Notification:

Any exterior Improvements that may impact the neighbors in the community.

- C. Statement:

The Impacted Neighbor Statement (Exhibit "B") must be provided to the Committee to verify the neighbors have been notified about the proposed Improvements.

VI. ENFORCEMENT GUIDELINES

ENFORCEMENT POLICY

Upon receipt of a written complaint and/or after a property inspection, the Association shall issue a written Notice of Non-Compliance to the alleged violator with a directive to cure said violation within fourteen (14) days of receipt of the Notice. Each said Notice shall be sent via regular U.S. Mail.

If the offending member does not correct or resolve the alleged infraction within the fourteen (14) days allowed by the original Notice, a second Notice will be sent specifying the details of the violation, the amount of the fine, and the date, time and location for a hearing on the violation wherein the member may contest the alleged violation before the Architectural Committee or Board of Directors.

The Architectural Committee or Board of Directors may set a reasonable time limit to consider evidence of the alleged violation.

At the hearing, the member may present evidence or supply written statements in opposition to the alleged violation. Evidence regarding the alleged violation will also be presented. The Architectural Committee or Board of Directors may set a reasonable time limit for presentation and consideration of evidence concerning the alleged violation. Upon considering all evidence, the Architectural Committee or Board of Directors may, by a majority vote, find that no violation exists or that the Member is in violation and proceed with the violation fine process.

If the Member requests a hearing and thereafter fails to appear for the scheduled hearing, the Board may proceed in the member's absence and make a determination on the facts presented.

If a fine is imposed by the Architectural Committee or Board of Directors and the violation is not cured within 14 days thereafter, the violation shall be deemed a continuing violation and the Architectural Committee or Board of Directors shall impose an additional fine per the Ponderosa Meadows Homeowners Association, Fine Schedule herein.

NOTE: A violation is defined as an act in conflict with the Declaration of Covenants, Conditions and Restrictions (CC&R's), Bylaws and Architectural Guidelines and Operating Rules of the Association. Please be sure to read the CC&R's carefully.

FINE SCHEDULE

GENERAL FINES

1st Offense	\$25.00
2nd Offense	\$50.00
3rd Offense	\$100.00
4th Offense	\$200.00

After a 4th offense, a property lien action will be implemented. All unpaid fines are subject to a \$20.00 per month late charge.

RESPONSIBLE PARTY

Homeowners are responsible at all times. All warnings will be posted and mailed. Mailings will be weekly and reflect the posting date and the date for correcting the problem.

RESPONSE

To dispute a warning/fine, contact the Board in writing and ask to have the dispute addressed at the next Board meeting. Any fines assessed will be put on automatic hold until the Board reaches a decision. Failure to correct the problem or contact the Board in writing by the date given will result in another fine.

All fines within the same category will be held active for a 12-month period. Additional violations will receive increased fine rates as noted herein. Violations which have no specific fine amounts will increase as noted in General Fines.

LEGAL ACTION

If, at any time, the Association finds it necessary to bring legal action against a homeowner, the costs of such legal action will be assessed to the homeowner.

NOTE: Should a violation occur which imposes a financial obligation on the Association; the party responsible for said violation shall reimburse the Association, by way of a Reimbursement Assessment. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.

PROCEDURE FOR HOMEOWNER HEARING

- A. Introductions and hearing session procedures.
- B. Statement of alleged violation by acting chairperson.
- C. Invitee's statement and presentation of oral and written evidence.
- D. Review of Community Declaration requirements, Bylaws, and Community Guidelines and Architectural Guidelines of the Association.
- E. Discussion and questioning of the invitee by the Board.
- F. Questions and final statement by the invitee.
- G. Homeowner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
- H. Board ruling without the Owner present.
- I. Enforcement procedures as applicable.
- J. Adjournment.

DOCUMENTATION

Name of Invitee: _____ Phone Number: _____

Address: _____

Nature of Alleged Violation: _____

Board Ruling: _____

Additional Comments: _____

Date: _____

**(EXHIBIT A)
HOME IMPROVEMENT FORM**

PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION LOT NO: _____
 c/o Sierra Mountain Management
 PO Box 11110
 Truckee, CA 96162

X _____
 Homeowner's Signature

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

SUBMITTAL CHECK LIST: (Please include the following)

- _____ Home Improvement Form (Exhibit A)
- _____ Facing, Adjacent and Impacted Neighbor Statement (Exhibit B)
- _____ 3 Sets of Drawings - Should include details of size, design, color and materials. Location of drains must be included on drawings. Names of plants should include the common name and not Latin names. Please fold plans to 8 1/2" x 11".

PROJECTS BEING SUBMITTED: (Please check appropriate items)

ARCHITECTURAL

- _____ Awnings
- _____ Deck (wood)
- _____ Gazebo
- _____ Green House
- _____ Patio Cover
- _____ Patio Slab
- _____ Painting
- _____ Rain Gutters
- _____ Solarium

LANDSCAPE / HARDSCAPE

- _____ Landscape:
 - _____ Front
 - _____ Rear
 - _____ Trees (type & location)
- _____ Hardscape Only
- _____ Fence(s) / Walls:
 - _____ Front
 - _____ Side
 - _____ Rear
 - _____ Retaining
- _____ Addition / Extension
- _____ Drains

EQUIPMENT

- _____ Air Conditioner
- _____ Built-In Barbecue
- _____ Lighting
- _____ Pool & Equipment
- _____ Spa & Equipment
- _____ Swing Set/Playhouse
- _____ Waterfall/Fountain

Other: _____

DO NOT WRITE BELOW THIS LINE (For Committee Use Only)

The Architectural Committee has determined that the above submittal is:

- Approved
 Approved With Conditions
 Disapproved as Submitted

- () See notes on plans.
- () Please see reverse for additional comments.
- () Maintain existing drainage pattern or provide alternative drainage method.
- () Resubmit patio cover with additional dimensions and elevation.
- () Do not pour concrete against existing fence.
- () No raised planters against existing walls. (No more than 12 inches of soil to be retained.)
- () Submit originally reviewed plans with revised drawings.
- () All lighting must be low wattage.
- () All new roofing material and angles must conform to existing.
- () _____ must be painted to match existing stucco or fascia trim.
- () Resubmit with more details for _____.

COMMENTS:

PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION ARCHITECTURAL COMMITTEE

Date: _____ Initial: _____ Date: _____ Initial: _____

**(EXHIBIT B)
PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION
IMPACTED NEIGHBOR STATEMENT**

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

Impacted Neighbor	

Name	_____

Address	_____
Signature	Date

Impacted Neighbor	

Name	_____

Address	_____
Signature	Date

Common Area or Back Yard - Rear of Home

Adjacent Neighbor	

Name	_____

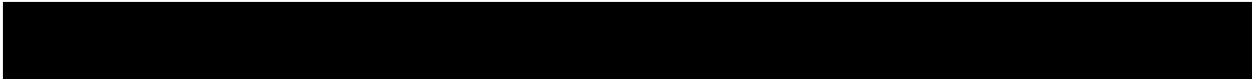
Address	_____
Signature	Date



Adjacent Neighbor	

Name	_____

Address	_____
Signature	Date



Facing Neighbor	

Name	_____

Address	_____
Signature	Date

Facing Neighbor	

Name	_____

Address	_____
Signature	Date

Facing Neighbor	

Name	_____

Address	_____
Signature	Date

My neighbors have seen the plans I am submitting for the Committee review (see above verification). I as the Owner certify that I have requested that my neighbors sign this statement confirming notification. I understand neighbor objections do not in themselves cause denial of the plans.

SUBMITTED BY:

Name: _____ Date: _____

Address: _____

(EXHIBIT C)

**PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION
NOTICE OF COMPLETION**

Notice is hereby given that: _____

the undersigned is the Owner(s) of the property located at:

(Street & Number)

(City)

The work of Improvement on the described property was COMPLETED on the
_____ day of _____, 19____ in accordance with the
Architectural Committee's written approval of the above Owner's plans and submitted package.

Signature of Owner: _____

Date: _____

(EXHIBIT D)

**PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION
RULES AND VIOLATION REPORT**

There must be **two** Owners representing two Residences of the Association to pursue violations that cannot be viewed during an inspection of the Association (i.e., noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____

How often does the alleged violation occur? _____