

San Elijo Hills I Homeowners' Association, INC.

A Non-Profit Organization

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Not for Profit I.D. Number:

51-0204412

Policy Manual

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1.0 Welcome to San Elijo Hills #I

Welcome to our beautiful neighborhood! As a homeowner, you have become a part of our community and we are happy to have you. We have prepared this short introduction to acquaint you with our Homeowners' Association to reinforce some of the information you have already received as part of the house purchase process.

1.1 History of the Lomas Santa Fe Area

The Lomas Santa Fe area was deeded from public lands by the United States Government to George. F. Judson on October 5, 1885. Through a series of eight more transfers of ownership, the land finally vested with Lomas Santa Fe, Inc., a development corporation on April 22, 1966. They Master Planned and built the community that you see today, with the Lomas Santa Fe Country Club as the centerpiece. The first units of San Elijo Hills were constructed in the early 1970's. Each original homeowner possesses a Chain of Title document from the King of Spain through to the homeowner. We believe that this is one of the finest living areas in San Diego County.

To ensure that the area would remain a pleasant place to live and ensure that property values would be maintained evenly throughout the area to the benefit of the owners, **Lomas Santa Fe, Inc., established Protective Covenants and Restrictions (PC&Rs) that run with the land and are binding on all parties who so acquire the land.**

1.2 Who Are We?

We are the San Elijo Hills I Homeowners' Association (SEHOA). We are a non-profit, California Corporation, established by the original developer, Lomas Santa Fe Inc., and directed toward serving the San Elijo Hills area. Our membership is made up of homeowners like yourselves. We have By-laws based on the PC&Rs that call for a 7-member Board of Directors, elected by the membership. All Board members are San Elijo Hills Homeowners who volunteer their time. The Board meets monthly and meetings are open for all who wish to attend. Approximately every quarter the Board sends all homeowners a newsletter, along with occasional information letters. Yearly, there is a full membership meeting for the purpose of reporting, discussion of major issues, and to hold elections for the Board members. There is one vote for each home, or 192 votes in all. Membership in the association is automatic when you become a homeowner in San Elijo Hills I.

1.3 Why Are We?

The Board exists to carry out the provision of the PC&Rs in the manner prescribed within the By-Laws. Most of the provisions in the PC&Rs reflect the elements of simple common courtesy in how we treat our neighbors with respect to what they have to see and hear. They also contain the esthetics and mood of the area intended by the developer. This includes the look and feel of the neighborhood, which follows the Spanish/ranch architectural style.

The Board has over the years undertaken an evaluation of all the provisions in both the PC&Rs and the By-Laws. The evaluation included the solicitation of comments and recommendations from all the homeowners. The proposed changes were submitted to

each homeowner for their vote. The resulting amendments were officially recorded with the County Recorder's office and became an official part of the PC&Rs and By-Laws. A copy is enclosed in this package. For day-to-day management of the association, some policies and procedures that support the PC&Rs and the By-Laws have been printed in this manual. We encourage you to read the PC&Rs and the By-Laws as well as this manual.

1.4 Management of Association Business

A management company has been hired by the Association to handle dues and fees collection and architectural concerns.

1.4.1 Nominal annual Membership Dues are currently payable on March 1st of every year. This fee covers costs such as mailing, publications, management company expenses, and nominal legal expenses.

1.4.2 The annual Maintenance Fee (not to be confused with the Annual Membership Dues) is currently payable in two payments on September 1st and March 1st of every year. These fees pay for the water and maintenance of the trees and vegetation on the common slopes that are prevalent throughout the development.

1.4.3 The Membership Dues and Maintenance Fees are collected by the management company.

1.4.4 All changes to the exterior of your home whether it is landscaping, painting, (even if repainting the same color), minor changes in windows and/or doors, or any exterior remodeling, must be submitted in writing on the San Elijo Hills I Homeowners' Association Architectural Approval Request Form to the management company and approved prior to starting any project. See appendix A for a sample architectural approval form for your use when requesting approval.

2.0 Nomination Committee Adopted 10/02

2.1 *Nomination Committee Structure*

2.1.1 A nominating committee of three or more San Elijo Hills HOA members shall be appointed with HOA Board approval.

2.1.2 An individual's consent to serve on the nominating committee must be obtained prior to proposing and electing that individual to the committee.

2.1.3 Preferably, members of the nominating committee will themselves have experience serving on a HOA board, or in a similar community service capacity. However, any current member of San Elijo Hills HOA can serve on the nominating committee.

2.1.4 Any HOA member can propose individuals to serve on the nominating committee. However, only existing board members can vote in the election of individuals to the nominating committee. A separate vote is conducted for each proposed member of the nominating committee. Every effort should be made to ensure the nominating committee represents the geographic distribution of the association.

2.2 *Nomination Committee Operation and Responsibilities*

2.2.1 The nominating committee shall convene separately and elect a chairman from among its own.

2.2.2 The nominating committee shall identify qualified candidates for serving on the Board.

2.2.3 The committee shall describe the board's policies, procedures and duties to each identified candidate and solicit the candidate's consent to serve.

2.2.4 Traditionally, the board itself determines in which office a board member serves. The nominating committee will not determine in which office a particular candidate serves, but is expected to know which Board positions are vacant.

2.2.5 Prior and current members of the HOA Board may assist the nominating committee in describing board duties to a prospective candidate.

2.2.6 The committee shall present the slate of candidates to the general membership prior to the annual general meeting. Nominations from general members shall also be allowed and presented.

2.2.7 The nominating committee will also identify interim candidates for board vacancies occurring during the board's term (i.e. between general elections).

2.3 *Voting*

2.3.1 Election to the board shall be by ballot and a majority vote of the general Membership.

2.3.2 The existing Board votes to seat interim candidates when filling Board vacancies between general elections.

3.0 Exterior Paint Colors Policy

Revised: 5/20/95

9/28/03

In January of 1995 and most recently, August of 2003 a vote of the members of the San Elijo Hills I HOA approved new and expanded colors for exterior painting. A written request on the San Elijo Hills I HOA Architectural Approval Request Form and a color sample must be submitted to the Architecture Committee via the management company and a written approval received BEFORE any painting begins.

The color choices are listed below:

Color Ranges	Primary Exterior Color	All Decorative Wood Trim & Facia	Window Casings	Fences, Gates & Railings, Including Metal or Wood
White, Beige, Cream, Taupe	Yes	Yes	Yes	Yes
Light sage	Yes	Yes	Yes	Yes
Light peach	Yes	Yes	Yes	Yes
Patina green	No	Yes	Yes	Yes
Forest/evergreen	No	Yes	Yes	Yes
Olive	No	Yes	Yes	Yes
Pale yellow	Yes	Yes	Yes	Yes
Wheat	Yes	Yes	Yes	Yes
Light Brown	Yes	Yes	Yes	Yes
Medium, Dark brown	No	Yes	Yes	Yes
Light gray	Yes	Yes	Yes	Yes
Black	No	No	No	Yes

3.1.2 Some specific colors NOT Approved:

- Kelly green, lime green, blue, blue gray, aqua, rust, orange, maroon, burgundy, pink

3.2 Approved Exterior Door Colors

3.2.1 Front entry doors can be any color of the homeowner's choice.

4.0 Side Yard Easements

Revised: 10/02

In accordance with the Article XIV, Side Yard Easements, of the PC&Rs the Board has established a policy for windows and doors installation and replacement which encourages maintaining privacy for our homeowners. A written request on the San Elijo Hills I HOA Architectural Approval Request Form must be submitted to the Architecture Committee via the management company and a written approval received BEFORE any changes to windows or doors are made.

4.1 Rights/Responsibilities

Definition of terminology includes: Easement- a right to use someone else's' property for a certain specified purpose. The person who holds the right to use another's property is said to hold the "dominant tenement", while the person whose property is subject to the other's use is said to hold the "servient tenement." In San Elijo Hills the easements were created by deeds.

4.1.1 Rights of the Servient Tenement Owner. Article XIV of the PC&Rs provides that the servient tenement can, at all reasonable times enter the easement area to perform any work necessary for the maintenance of the servient tenement owner's home and can cross over the dominant tenement's yard to do so. The servient tenement owner of the lot may also drain water over, upon or across the easement area (with certain limitations), and that the owner of the dominant tenement cannot do anything on the easement area which interferes with the servient tenement owner's drainage across the easement area. The owner of the servient tenement lot may also seek judicial relief preventing the owner of the dominant tenement lot from attaching anything to the servient tenement owner's walls or buildings. The servient tenement owners can place in the easement area, roof overhangs, eaves, rain gutters, cable lines, etc. provided such items are at least 7 feet above surface grade.

At San Elijo Hills, the side yard easements are strictly for recreational and gardening use. While the owner of the dominant tenement may place patios, patio slabs, irrigation, etc. on the portion of his neighbor's lot which is subject to the easement, the owner of the dominant tenement may not use the easement for any "permanent installation of any sort, such as a swimming pool...plumbing installations (other than sprinklers), or recreational sports equipment and facilities..." Article XIV.

In making entry, good sense dictates as much advance notice as possible, though there is no law or provision of the easement which dictates how much notice, or whether such notice must be in writing. Further, good sense dictates that no entry is attempted where to do so would result in a breach of the peace. If two owners are so much at odds with each other that they cannot agree on when an entry may take place, then perhaps the owners should be encouraged to mediate such disputes. San Diego Mediation Center offers a low-cost, fast mediation session well-suited to this type of dispute. If this fails, the owners may be forced to resort to litigation to define rights of entry.

4.1.2 Liability of Dominant Tenement Owner for Damages Caused by plantings in the Easement. A person injured by another's tree roots has three possible remedies, viz., get an injunction from the court ordering the owner of the tree to

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control the roots, sue for damages for the injury caused by the roots, or "self-help" (severing the roots at the property line (in this case, at the edge of the easement.) The ability to indulge in self-help, however is tempered by the doctrine of reasonableness: whatever self-help" the injured owner indulges in must be reasonable in light of the actual damage. Thus, he cannot cut-off a root and kill the tree if lesser means of control are easily available.

4.2 Windows

Any changes or additions to windows on the servient tenements side of any home shall follow the existing size and placement of windows according to the original design and intent of the home.

4.2.1 Larger windows or windows placed at a different level on the servient tenements side will only be approved on homes without the dominant/servient (zero-lot-line) situation and with a solid fence erected between both affected properties.

4.3 Doors

Doors will only be approved on homes without the dominant/servient (zero-lot-line) situation and with a solid fence erected between both affected properties.

5.0 Roofing Policy **Adopted: 12/10/97** **Revised: 4/02**

As a result of the 1997 roofing policy survey of the membership, the association roofing policy has been updated. The vast majority of members expressed the need to retain control and maintain the quality look of our development. We feel that this new policy is a fair and enforceable way of retaining the beauty and value of our community.

To assist homeowners, the Architectural Committee* shall compile and make available (upon request) a list of "approved" brands, model numbers, and colors of roofing materials. The committee shall also, upon written request on the San Elijo Hills I HOA Architectural Approval Request Form and receipt of physical samples, consider additional brands, model numbers, and colors. **See appendix B for list of currently approved roofing brands, model numbers, and colors.**

Written approval of the Architectural Committee is required prior to beginning work. Whether or not a particular roofing product is on the "approved" list, must be submitted to the Architecture Committee via the management company and a written approval received BEFORE re-roofing is begun.

The Board intends to enforce this policy and, if necessary, will seek legal action including removal and replacement of non-approved roofs if this policy is violated.

5.1 Roofing materials shall be of either two styles: Class A fire-retardant aged hand-split cedar shake look-alike (i.e., dark brown in color,

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with thickness and ridging similar to the aged shake roofs in the
neighborhood) or a reddish-orange mission tile of appearance similar to
those originally installed in many homes in the neighborhood.

5.2 Homeowners are strongly encouraged to retain the style of the roof
they are replacing, although switching between the two styles is permitted.

6.0 Tree Policy

Adopted: 9/96
Revised: 12/02

The central statement in our slopes maintenance guidelines is **“to maintain the slopes in a manner that is consistent with the original landscaping plans and the developer’s intent.”**

In order to be as sensitive as possible to the individual homeowner’s needs—and continue to maintain the overall park-like theme of the development—the following policy is geared toward maintaining the original landscaping plan. Moreover, maintaining the overall **“head count”** of trees within the Association is given priority in order to avoid a slow degradation of the slopes, which would result from tree removal near homes where trees are not appreciated.

6.1 TREE REMOVAL POLICY

6.1.1 If an individual homeowner voices a concern to the Board or the management company in regards to what he or she (the homeowner) considers an unsafe tree condition, our maintenance man will evaluate the tree to see if there is an obvious problem. If he cannot see an obvious problem and, after having discussed this with the homeowner there still is a disagreement as to the safety of the tree, the Board will then authorize an outside tree service or licensed arborist to look at the tree under the following conditions:

6.1.2 If the tree service representative or arborist finds that the tree is unhealthy, poorly rooted or both, then the Association will remove the tree and plant a new one at the Association’s cost in the general vicinity of the old tree. In addition, the Association will pay the tree service representative’s or arborist’s fee for evaluating the tree.

6.1.3 If the outside tree service representative’s or arborist’s evaluation of the tree is that he/she finds it to be healthy and well rooted, the homeowner will be responsible for the outside tree service representative’s or arborist’s fee for the evaluation of said tree.

6.1.4 If the homeowner still feels that the tree is unsafe (the outside tree specialist or arborist’s opinion notwithstanding), the Association will offer to remove the wood and debris if the homeowner pays to have a tree service cut the tree down and sectioned for removal. This division of costs is approximately 60% to the homeowner and 40% to the Association. The homeowner will also have to

pay to have a new 6-foot tall (minimum height) replacement tree planted in order to maintain the tree “head count.” The replacement tree will be planted in the general vicinity where the old tree was removed, but not necessarily in the same place, taking into account the wishes of the homeowner as much as possible.

6.1.5 If an individual homeowner wants to have a tree removed because the homeowner does not like trees in a particular area or does not like the leaves from the trees falling onto his pad, the Association will “usually” make the following offer to the homeowner:

6.1.6 If the homeowner will pay to have the tree cut down and sectioned, as well as pay for a 6-foot tall “minimum height” replacement tree (including pickup and planting), the Association will haul off the debris. This is approximately a 60-40 split of the cost. The replacement tree will be planted in the general vicinity of the removed tree. However, the actual placement or location of the new tree must be agreed upon by the homeowner and the Board. Again, the purpose of the replacement tree is to maintain the tree “head count.”

6.2 TREE TRIMMING

The general policy to preserve the park-like theme of the neighborhood is to leave the trees in their natural state as much as humanly possible. Trimming and balancing¹ will be done as required for the health and safety of the trees and the safety of the homes near the trees.

6.2.1 On those slopes which are under Association irrigation, the HOA maintenance crew and tree service contractors will endeavor to keep all trees pruned and balanced. The HOA will re-balance trees that have grown in such a manner as to have too much growth on any one side. The HOA will also remove dead limbs as they become necessary. At no time should a tree be “topped.”²

6.2.2 The HOA usually will not “lace”³ eucalyptus trees as it has a tendency to stimulate excess limb and sucker growth in the tree following the lacing. Lacing will often improve the appearance of the tree in the following two or three years. However, the tree will usually fill out in such a manner that **continued ongoing lacing will be required** in order to keep the tree from developing an overly large crown. Trees with large crowns are very subject to “sail” pressure during high winds, which in turn places undesirable forces on the tree’s trunk and root system.

6.2.3 For those homeowners who desire the appearance of a laced tree on the slope behind their home, the HOA will usually agree with the homeowner having the tree laced at his or her own expense. However, as with any exterior modifications, the homeowners must submit the request to the management company. Once the homeowner has a tree laced, the homeowner must continue to maintain the future trimming of the tree at his or her own expense. In order to ensure that the trees will not be susceptible to the long-horned borer, it is recommended that any lacing be done between November and March.

¹Balancing—to shape a tree which might lean or fall over due to too much growth on any one side.

²Topped—a tree whose top limbs have been sawed off, often reduced to stubs. The tree will not grow back in an attractive, natural fashion.

³Lace—a procedure used to thin branches in order to improve a tree’s ability to withstand strong winds, as well as open up views.

APPENDIX A

APPENDIX B

LIST OF APPROVED ROOFING TILES 6/10/98

Mission Style

Brand	Model/Color
Pioneer	R-603L “Antigua Orange”
Pioneer	R-604L “Montego Orange”
Eagle	Eaglelite 518 “Terra Cotta Gold”

Shake Lookalike

Brand	Model	Color(s)
Monier	Cedarlite	Muirwood Silverwood
Owens-Corning	MiraVista Shake	Walnut
Pioneer	Everwest	Brookwood (WES-557L)

The Board is continuing to review tiles to add to this list. This list is subject to change without notice. Whether or not a homeowner wishes to use a roofing material on this list,

approval must be obtained in writing, prior to beginning work. If requesting approval for an item not on this list, please provide a manufacturer's brochure, a tile sample, and one or more local addresses where the tile has been installed. Please allow sufficient time for review of items not on this list. Please submit requests and inquiries to the management company.

The Board recommends you ask your roofing company for a list of homes where the approved materials have been installed, so that you may assess for yourself the "look" of the installed products (which may differ from brochures and samples).

