

*Diamond Hills
Ranch
Homeowner's Association
at
Diamond Bar
Rules and Regulations*



*Homeowner Handbook
1st Edition February 2005*

DIAMOND HILLS RANCH HOA

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1 Introduction

1.1 Purpose

This handbook is being distributed to assist and guide all Homeowners, Residents, Tenants, and their guests in having a better understanding of the rules and regulations governing Diamond Hills Ranch Homeowners Association. The primary purposes of the Rules and Regulations are:

- To ensure that all members of the community will enjoy living here.
- To maintain the attractiveness of the Development.
- To maintain a safe community.
- To protect and increase the value of the Homeowner's property.

1.2 Rules are based on CC&R's

The enclosed Rules and Regulations are not intended to and do not usurp or limit the Covenants, Conditions, and Restrictions (CC&R's) of the Diamond Hills Ranch community. Please refer to the Declaration of Restrictions (CC&R's) for additional rules and regulations that may be applicable to you.

1.3 Definitions

- **Homeowner** - The person (or persons) who is/are of record, an owner of a home in the community that makes up the Diamond Hills Ranch Homeowner's Association.
- **Tenant** - A person (or persons) who leases or rents a home from a homeowner.
- **Resident** - A homeowner in residence, a tenant, their children and relatives in residence, and any other person who resides primarily in a unit with the permission of the homeowner.
- **Guest** - A non-resident who has been invited by a resident/homeowner, or tenant, and is accompanied by that homeowner or tenant or member of the resident's family.
- **Board** - Those homeowners elected by the membership to govern and control the affairs of the Association as further described in the Declaration of Restrictions (CC&R's).
- **Common Area** - The Common Area consists of landscaped parcels, the streets and sidewalks, the curbs, and all other Association property held in common by homeowners through the Association.

1.4 Acceptance of Rules

Each homeowner was provided and signed an escrow document accepting the CC&R's when their home was purchased. The CC&R's require enforcement of the rules and regulations.

1.5 Homeowners, Residents, Guests & Tenants

Homeowners are responsible for all actions of their family members, tenants, invitees, or any other person(s) living in their home. Homeowners are required to provide the Management Company with the name and telephone of their tenants within 30 days of the tenants taking possession of the home.

1.6 Ignorance of These Rules

Ignorance of these rules is no excuse. Please read and understand these rules and regulations. Please familiarize any guests and relatives with the rules contained in this booklet. If you do not understand them, please ask someone at the Management Company or a Board member to explain them to you. At the end of this booklet, you will find the "Acknowledgement of Receipt" form. Please sign and return to the Management Company as soon as possible. Failure to sign and return the Receipt of Acknowledgement form may result in enforcement through Section 9 of these Rules and Regulations

1.7 Existing Conditions

A preexisting condition of any property or an ongoing activity that is a violation of the CC&R's at the time these rules go into effect does not preclude action by the Association to correct the violation.

1.8 Management Company

Our Association uses a management company to handle most routine matters. They are best equipped to handle questions and problems that you may have and should be contacted for any assistance that you require regarding our Association.

1.9 Complaints

All complaints shall be submitted in writing to the management company. If the Board deems fit, a complaint regarding a violation of the CC&Rs or these Rules and Regulations will be kept confidential. Please make sure that any complaints and any other correspondence are legible. It is important for proper procedures to be followed regarding all complaints and this requires written documentation. Verbal or anonymous complaints lack the proper documentation and, therefore, may not be acted upon. If something is important enough to you to complain about, it is worth the time it takes to submit the complaint in writing. Please include your name, address and signature to ensure that all correspondence is legible.

1.10 Website

The Diamond Hills Ranch Homeowners Association has created a website for its Residents. The website is routinely updated and may contain various types of information including association events, Board meeting information, and association forms.

Log on to: www.diamondhillshoa.com for more information.

1.11 Live in Harmony

Residents will exercise discretion, consideration, and common sense in all their activities, so as not to disturb or impose upon the enjoyment of other residents.

No owner, resident, guest or invitee shall be entitled to abuse, harass, intimidate or threaten any member of the Board of Directors, Committee member, Management Company or service vendor or any other person(s) performing services for or acting on behalf of the Association, whether in a volunteer or paid capacity. This Association expects all residents and owners to act civilly and courteously to each other.

1.12 Rights to Quiet Enjoyment

No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any lot or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any other owner. No loud noises or noxious odors, no exterior speakers, horns, whistles, bells or other sound devices (other than those security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any owner in the properties, shall be located, used or placed on any portion of the properties, or exposed to the view of other owners without the written permission of the Board of Directors. The Board of Directors shall have the right to determine in accordance with the Governing Documents if any of the activities described in this section constitutes a nuisance. Quiet hours will be observed in accordance to the Diamond Bar Municipal Code (ex; 10:00 p.m. to 7:00 a.m. Mon.-Sat., 10:00 p.m. to 8:00 Sun.)

1.13 Common Area Keys, Remotes and Gate Codes

1.13.1 Common Area Keys and Remotes

An Owner may obtain additional common area keys (for a fee) by contacting the Management Company in writing or in person. A record owner's signature is required in order to receive the requested key(s) and/or remotes. The Association will not reissue "free" keys if lost or stolen. If a key is lost or stolen you may report it to the Management Company. Please make check or money order payable to Diamond Hills Ranch HOA. Do not send cash. Please do not mail your key checks in with your monthly assessment payments.

1.12.2 Gate Codes

The Board from time to time may change the Association gate code. All members will be advised in writing of new gate code. The gate code should be kept confidential and should not be posted at the directory for any reason.

Homeowners hosting an event or open house must post the three digit code listed next to the resident's name in the directory. The resident will receive a call at their residence and the owner can allow entry by pressing the number 9 on their telephone.

2 Common Area

2.1 Definition

The common area consists of all Association owned property and improvements held in fee or easement for the common use and enjoyment of all homeowners.

2.2 Ownership

You own your residential lot and the Association owns the common area. All owners in good standing possess a right to use the Common Area.

2.3 Vandalism

Vandalism of any Association property is considered to be a serious offense. All vandals are subject to criminal prosecution, fines and assessment of all costs incurred in repairing the damaged item(s).

2.4 Skateboards, Roller Blades, Scooters, etc.

Roller Blades and other vehicles (including skateboards, roller blades, scooters, conveyances, etc.) are prohibited on common area lawns and landscaping. Homeowners/tenants are responsible for the actions of their household members and guests and for any behavior which disturbs other residents.

2.5 Common Area Slopes and Native Landscape

2.5.1 Common Area Slopes and Native Landscape

The Association slopes are restricted areas. No person(s) should climb, hike, play, walk or ride any type of vehicle (motorized or not) on any portion of the Association's slopes except for those persons authorized to do so by the Board of Directors.

No owner shall add plant material, lawn, or seeds of any kind to any portion of the Common Areas.

No debris including landscape debris shall be dumped onto the Common Areas. No person shall clear any of the Common Areas including native landscape material on the slopes.

2.5.2 Native Landscape

The following information has been taken directly from the "Diamond Hills Native Landscape Maintenance" Manual: The Diamond Hills Ranch property originally consisted of a 339.3-acre site adjacent to hillside residential areas in the city of Diamond Bar. Project construction impacted approximately 65.7 acres of native habitat. The remaining 273.6 acres was deeded to the City of Diamond Bar and will be preserved in perpetuity as a "natural" open space area.

The preserved natural open space area includes important plant communities such as mule fat, scrub, southern willow scrub, and southern sycamore riparian woodland that provide important biological resources for native wildlife species. Coast live oak/walnut woodland and coastal sage scrub restoration within landscaped slope areas was required within the Diamond Hills Ranch property as mitigation for impacts to these habitats as part of the permit conditions issued for the project approval.

2.5.2 Native Landscape Continued;

The onsite mitigation areas provided a variety of habitat values within the landscape slope areas and form an important link to the adjacent preserved natural open space areas. Because they include native mitigation planting areas, the landscaped slopes will not provided the highly manicured and ornamental appearance typical of most residential communities. The mitigation areas provided a mix of native shrub and tree species that will create an informal and naturalistic landscape within the manufactured slope areas.

The overall appearance of the mitigation areas will vary on a seasonal basis depending upon yearly rainfall and may appear somewhat brown during times of little or no rainfall, although ongoing irrigation will maintain a more green appearance than is typical of native plant species during times of drought. The mitigation areas will also provide a habitat for wildlife species, as well as serve as an important extension of the adjacent preserved natural open space area.

It is important to note that the landscaped sloped/mitigation areas are located within fuel modification areas required to reduce brush fire hazard and will, therefore, be subject to various management requirements specified by the Los Angeles County Fire Department. The Manual describes the coast live oak/woodland and coastal sage scrub habitats re-created in the mitigation areas as well as the ongoing fuel modification maintenance procedures and associated implementation strategies required by the Fire Department. These elements are addressed in six separate sections within the Maintenance Manual. The Manual is kept in the Association's files at the management company offices.

2.6 SIGNS IN THE COMMON AREA: *

No signs, including "Political" or "Campaign Type" signs, whether temporary or permanent, regardless of size, type, color, etc., shall be allowed to be placed or installed in any portions of the Common Area.

These include, but are not limited to; the Crestview Entrance and Gateways to the community, Greenbelts and slope areas, without prior written approval by the Diamond Hills Board of Directors.

The exception to this rule is temporary real estate "Open House" signs. Open House signs and/or "directional open house" signs may only be placed on the day of the open house and must be removed at the end of the day.

* - revised March 2006

3 Residential Lot Rules

3.1 Trash and Storage

All rubbish, and trash storage facilities, including garbage cans, green waste containers, and recycling bins, etc. shall be kept within the fence-enclosed portion of the properties, that is, within the rear or side yards, except when such containers are brought out of the fence-enclosed portion of the Properties for a reasonable period of time for scheduled trash collection (not to exceed twenty-four (24) hours before and after scheduled trash collection hours).

3.2 Garage Doors

Garage doors are to be kept closed when the garage is not in use. Garage doors are to be kept closed except for ingress, egress, or when the resident is physically present in the garage. Any noticeable damage to the door must be repaired within a timely manner. **Any change or modification to the door must be approved in writing by the Architectural committee prior to the change or modification.**

3.3 Disrepair

No improvement on any Residential Lot shall be permitted to fall into disrepair. Exterior maintenance of improvements shall include, but not be limited to, roofs, gutters, trim, exterior building surfaces, walls, fences, walks, gates, windows, screens and driveways.

3.4 Alarm Signs

Alarm signs will be limited to one posted sign in the front yard, not to exceed 15" x 15", which must be located within 5 feet of the structure and no more than three feet in height. One decal is allowed in the front side of the house. Additional decals will be permitted only on the side and rear windows of the property.

3.5 Storage of Miscellaneous Equipment

When not in use, miscellaneous equipment including, but not limited to, bicycles, skateboards, hockey nets, roller blades, wading pools, strollers, toys, deliveries, etc. must be stored and screened from the view of the street or other common properties. ***Portable Basket Ball Hoops must be kept out of the streets and off the sidewalks and must be stored on the side of the garage behind the "sightline" of the front of the garage when not in use.**

3.6 Holiday Decorations

All December holiday decorations, including, but not limited to, lights, statues, garlands, etc. may be installed no earlier than Thanksgiving and must be removed no later than January 15. All other holiday decorations cannot be put up earlier than 1 week prior to the holiday, and must be removed no later than 1 week after the holiday.

3.7 Window Coverings

Window cover backings must be an appropriate color when in view of the common area. Homeowners are not permitted to drape windows or sliding glass doors with aluminum foil, newspapers, decals or any other unusual material deemed inappropriate by the Board.

3.8 Water Hoses (Front Yard)

Water hoses should be neatly coiled when not in use.

3.9 Business or Commercial Activity

No part of the lot shall be used, or caused to be used, or allowed, or authorized, in any way, directly or indirectly, for any commercial, manufacturing, mercantile, storing, vending, or any non-residential purpose. The provisions of this section shall not preclude professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances and are incidental to the use of the dwelling unit as a residential home.

3.10 Free-Standing Structures

Any structure that is visible from the view of the Common Area, whether permanent or temporary, must be approved prior to construction or installation. These structures must be painted to match the stucco color of the house, or painted white. Approval will be based on:

- conformity to the design theme of the community
- material and design
- location on lot
- roof pitch

This includes tents, shacks, garages, barns, sheds, play equipment and other outbuildings on the lot.

3.11 Room Additions

The items listed below must be clearly indicated on all sets of plans submitted to the Board of Directors for room addition approval. These items are required to ensure architectural integrity throughout Diamond Hills Ranch. These items are in addition to any and all requirements set forth by the City of Diamond Bar.

- a) stucco color number
- b) roof tile description
- c) window and door frames must be same as existing home
- d) all widows and doors on a street elevation must have a 2"x6" "plant-on" stuccoed to match existing windows and door
- e) roof pitch must match existing roof and be so indicated on all plans.

3.12 Garage Sales

No garage sales are permitted without the written consent of the Board.

3.13 Mailboxes

Mailboxes and posts shall be maintained by the Association. Routine scheduled maintenance shall be performed as directed by the Board. Any damage caused by an owner or guest shall be the owner's responsibility to replace with an "original" type structure.

3.14 Landscaping

Landscaping shall be restricted to those types that are compatible with the size of the yard and shall be maintained and neatly trimmed by the owner.

Grass must be neatly and trimmed and edges and is to be kept watered and fertilized so as to be green and healthy. Brown spots are to be re-seeded or re-sodded without delay.

Trees are to be kept neatly trimmed. Proper tree supports shall be used when needed.

4 Autos, Trailers, Campers, etc.

4.1 Parking in Driveway

No inoperable vehicles shall be parked on the driveways.

4.1a Parking on Streets

No inoperable vehicles shall be parked on any street within Diamond Hills Ranch. There shall be no parking in front of mailboxes. There shall be no parking on any street corner or within fifteen (15) feet of any fire hydrant (per Ca. Vehicle Code Sect. 22658.2). No automobile shall be allowed to park on the street for longer than 24 hours (excluding weekends). Vehicles parked on any Diamond Hills Ranch street for periods longer than 24 hours (excluding weekends), may receive a citation and may be towed.

The garages shall be used for parking vehicles only and shall not be converted for living space or business use. Out of consideration for your neighbors, please refrain from parking your vehicles in front of your neighbor's home.

4.2 Oil & Coolant Drippings

Oil and coolant drippings must be cleaned up immediately from driveways and streets. Oil drip pans or other items used to catch oil drippings may not be left in driveway or streets. The homeowner will be responsible for oil and coolant drippings left from their, their tenant's, guests, invitees, or service company's vehicles while at the property.

4.3 Vehicle Speed

The speed limit on all community streets is a maximum of 20 mph.

5 Association Dues

5.1 Uniform Rate Regular dues and special assessments shall be fixed at a uniform rate for all Residential Lots and shall be collected on a monthly basis.

5.2 No Exceptions No owner may exempt themselves from liability for their share of the expenses of the Association. This includes Association Dues, Reimbursement Demands and Fines.

5.3 Assessment Collection Policy:

Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Association residents of the Property and for the improvements, operation and maintenance of the Common Area and the Project performance of the duties of the Association as set forth in the Declaration and in the Association's Articles and By-Laws. The assessments shall be collected as specified in the Assessment Collection Policy. The Assessment Collection Policy is included with the Annual Budget packet mailed out annually in November.

6 Architectural Committee and Guidelines

6.1 Purpose

The Diamond Hills Ranch Architectural Committee (D.H.R.A.C.) consists of volunteer homeowners and was formed to ensure all homeowners that home improvements will adhere to the overall architectural theme including design and color schemes.

In an effort to maintain the overall integrity of the development, rules and regulations have been established. These rules and regulations are not intended to restrict or limit the homeowners' ideas or proposals, but rather to protect all homeowners from undesirable improvements that may lower everyone's property value.

Please review these rules and regulations carefully prior to submitting your proposal for approval.

The Diamond Hills Ranch Architectural Committee is not responsible for the structural integrity of any structure or for compliance with any city, county, state or federal code of any sort. It is suggested that you check with the Department of Building and Safety, City of Diamond Bar for their requirements and review the Diamond Hills Ranch Declaration of Restrictions, CC&R's and By Laws and the Association's rules and regulations prior to drawing up plans for your improvement.

6.2 Approval Required

Before commencing any type of residential improvement, such as, but not limited to, installation of a pool or spa, patio covers, or any other structural changes or additions, etc., an application for architectural approval must be submitted for review and approval. The required form is available from the Management Company and may be downloaded from the Association web-site (www.diamondhillshoa.com). Any work performed without prior approval may result in the work having to be removed or repaired at the homeowner's expense and the imposition of fines. Questions on any architectural matter may be addressed to the Management Company. Homeowners who have had their applications denied by the D.H.R.A.C. have the right to appeal the decision to the Board of Directors.

6.3 Building Permits

Building permits may be required by the City of Diamond Bar, for certain types of improvements. It is the Homeowner's responsibility to obtain a permit from the City of Diamond Bar if it is required.

6.4 Landscape Improvements:

1. Pilasters are not to exceed 36" in height when visible from the common areas (excluding fixtures and flower bowls).
2. Planting or removal of trees must be approved by the Architectural Committee.
3. Private yards adjacent to common areas must be maintained to the Association's standards as set forth in the C.C. & R's.
4. Driveway extensions can not exceed 2 ft. on either side.

6.5 Required Landscape or Hardscape in Front and Back Yards

Within 40 days of notice of these rules, every lot without rear yard landscape or hardscape improvements must submit to the D.H.R.A.C. a proposal to install the same, and such proposal shall be processed under the approval procedure set forth in the CC&Rs and these rules. Unless the Board provides otherwise, such rear yard improvement must be completed within ninety (90) days of notice of these rules. All owners have a continual obligation to maintain front and backyard improvements.

6.6 Patio Covers and Free Standing Gazebos

The items listed below are necessary for consideration of your request and must be printed on the request form and project plans as appropriate.

- A plot plan (see example on attached application)
- A word description on the application form
- Type of material to be used for construction (including roof, if applicable)
- Dimensions: heights, length, and width of cover and distance from property line (see sample plot plan).
- Color: matches established color scheme of your house
- Repainting of existing Patio covers and Gazebos, regardless of existing color, must be in compliance.
- No patio covers with corrugated material will be allowed and/or approved.
- Storage sheds can not be visible from the common area.

6.7 Exterior Color

Any alteration or addition to your residence, including room additions, bonus rooms, walls, etc, requiring exterior stucco MUST match the existing color of your home. For color schemes, see the Forms section of this document (Pulte Homes) - Color Chart attachments.

6.8 Gates and Fences

Homeowner gates and fences shall not be painted in any other color than the original paint color. Gates and fences shall not otherwise be altered without approval of the D.H.R.A.C.

Retaining block walls may not be removed, relocated, painted or altered in any way.

The perimeter wrought iron fencing shall not be altered or painted by property owners. The Association shall perform routine maintenance of all perimeter fencing.

Prior to a homeowner painting any fence or gate on their lot, which can be viewed from any Common area, the D.H.R.A.C. shall approve the paint color to be used with the exception of those colors which have been pre-approved as follows to ensure continuity throughout the Diamond Hills Ranch community:

1. Iron gates: white, black
2. Wood fences or gates: white, or natural stain

However, if a particular color is desired that has not been approved, an actual “color chip” or sample must accompany the Architectural Application form. The requested color will be approved only if the D.H.R.A.C. agrees that it provides continuity with the overall Diamond Hills Ranch color scheme. A design of the proposed gate must be submitted to the D.H.R.A.C.

6.9 Gate Extensions

- Side yard gate openings are not to be altered from their original height and width.
- Side gates may be replaced with same size (width and height) materials upon prior approval of an architectural application.

6.10 Screen Doors

Screen doors are not permitted on front door entrances.

6.11 Front Doors

Any change to original front door will require submission of an Architectural Application. Doors must be painted in an approved color scheme combination.

7 Antennas, Satellite Dishes, Etc.

Except as allowed by federal or state law, no television or radio poles, antenna, or external fixtures shall be constructed, erected or maintained on or within the lots, including any structures thereon, or on the exterior of the buildings on the project of that protrude through the walls or the roof of such buildings. Each owner shall have the right to maintain television or radio antenna within completely enclosed portions of its home.

7.1 Satellite Dishes

1. Satellite dishes of one (1) meter or less in diameter, and other Communication receiving antenna or devices covered by the Federal Telecommunications Act of 1996 (the "Act") (collectively referred to in this policy as "qualified Satellite Dish Receiver"), may be installed on the Owner's Lot as provided in this policy. Satellite Dishes larger than one (1) meter in diameter, and any other antenna not covered by the Act, are prohibited.
2. Application to the Architectural Committee shall not be required prior to installing a Satellite Dish receiver.
3. No fee payable to the Association shall be required prior to installation of a qualified satellite receiver.
4. An Owner is required to place the receiver(s) in such location (rear of home) as it will minimize the visual effect of the equipment on the Common Areas and other residents.
5. Owner shall keep the Satellite Dish in good repair and maintenance and not permit the same to become unsightly, in accordance with the maintenance requirement of the Association's governing documents.
6. Qualified Satellite Dish receivers may not be installed on any part of the association common areas.
7. Owner shall indemnify and hold harmless the Association, and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost, including attorneys' fees and court costs, resulting from or arising out of Owner's installation, maintenance, or use of the qualified Satellite Dish receiver, to the extent that Owner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment or cost, including attorneys' fees and court costs being indemnified.

7.1 Satellite Dishes continued:

8. Nothing in this policy is intended to unreasonably increase the Owner's cost of installing a satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received. Should any Owner believe that anything in this policy does unreasonably affect the cost, delay installation, or decreases signal strength, the Owner is encouraged to contact any member of the Architectural Committee to discuss and resolve the matter.

9. Nothing in this policy is to be interpreted as being in contravention of the Act regarding the installation, maintenance, and use of satellite dishes. Should any portion of this policy be interpreted as contravening the Act, that section or sections shall be considered immediately modified to conform to the Act. Should it be impossible to so modify the section or sections, which section or sections shall be deemed severable from the remainder of the policy, and shall be of no force and effect whatsoever.

10. Prior to, or simultaneously with, the installation of the qualified satellite receiver, the Owner of the Lot shall execute a copy of this policy and provide the signed copy of the Architectural Committee.

The terms and conditions outlined in the above policy are hereby accepted.

(Owner's signature) Date

(Printed Name)

(Property Address)

Please complete, sign and return a copy of this policy to:

Euclid Management Company
Mailing Address: P.O. BOX 1510
Upland, Ca. 91785

Physical Address:
195 N. Euclid Avenue, Second Floor
Upland, Ca. 91786

8 Dogs & Other Animals

8.1 Pets

No pet shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Outside of an owner's lot, dogs must be kept on a leash and be held by a person capable of controlling the animal. Owners are responsible for cleaning up after their pets and keeping them off other homeowners' properties.

8.2 Liability

Each owner shall be generally liable to each and every other resident for any damage to persons or property by any pet brought or kept on the premises by such Owner, family members, tenants, invitees or guests.

8.3 Types of Pets Permitted and limitations

- a. Household pets are limited to domestic dogs, cats, inside caged birds, fish, small reptiles and small mammals. No other animals, livestock or poultry shall be kept within any residence or in any other Common area or exclusive-use Common area.
- b. No breeding of pets as a business will be allowed.
- c. All animals are required to be licensed and vaccinated, if legally required, and to meet all other City and County requirements.

9 Enforcement Policy

9.1 Written Communication of Violations

The Board of Directors, Management Company, or committee appointed by the Board may also note any violations discovered during walk-through inspection or by personal knowledge of any of its members or representatives.

Owners may report violations to the Board of Directions care of the Management Company by submitting a written notice describing the violation.

To ensure proper rules are followed, verbal communication regarding violations will be avoided. Notice of violations shall be in writing, with appropriate notice period for compliance included, and, where appropriate, a written response to the violation notice is encouraged. This is for the protection of the homeowner, the Association and the Management Company.

9.2 Violation Letter Procedure

9.2.1 Courtesy Letter

A homeowner deemed to be in violation of the governing documents may initially receive a courtesy letter. The primary purpose of this notice is to make homeowners aware that they may be in violation of the governing documents. The Association hopes that once the homeowner is aware that a violation has occurred, the owner(s) will correct the violation and not repeat or continue the violation. However, the courtesy notice may be skipped for architectural infractions, repeated violations, or more serious violations.

9.2.2 Violation Notices

If the violation continues or is repeated, homeowners will receive a second violation notice. The notice will require that the violation be corrected within a stated period of time, which will vary according to the type of violation and a reasonable timeframe in which correction can be expected. Again, this step may be skipped for very serious or repeated violations.

9.2.3 Compliance

On simple violations, the homeowner should correct the violation and notify the Management Company, who will then verify compliance on the next regular walk-through of the Association. If for some reason a violation cannot be corrected within the stated timeframe, the homeowners should respond within seven days with a plan to correct the violation and a timeframe in which to do so.

9.2 Violation Letter Procedure continued;

9.2.4 Hearing Notice

If a Violation Notice was sent and the violation has not been corrected within the specified timeframe, you will receive a Hearing Notice. This hearing notice will meet the state requirements. The Hearing Notice will state: the facts and nature of the violation; the section of the Rules being violated; the amount of the fine, if appropriate; the amount of time the homeowner will have to present his/her case; the fact that the homeowner may bring witnesses, materials and/or council to the Hearing. The Hearing Notice will be sent by First Class Mail at least 10 days prior to the hearing.

9.2.5 Hearing

If the violation continues or is repeated, the Board shall call the owner to a hearing before the Board. The notice shall be given not less than ten (10) days prior to the date of the hearing before the Board. The notice shall include the date, time, and location of the hearing, the nature of the alleged violation, and a statement that the member has the right to attend and may address the Board at the meeting. The Board of Directors shall meet in executive session if requested to do so by the member being disciplined.

At the hearing, the Board shall allow the owner to present evidence and testimony as reasonable under the circumstances. A hearing may take place without the owner being present. If the Board concludes that the alleged violation occurred, the Board may impose monetary penalties as set forth below, suspend voting and common area privileges or take any other disciplinary action permitted by the CC&R'S.

If the Board imposes discipline on a member, the Board shall provide the member a written notification of the disciplinary action, by either personal delivery or first-class mail, within fifteen (15) days following the action.

If the violation continues or is repeated, or if the response is otherwise unsatisfactory, the Board may impose additional or continuing fines as set forth below until such time as the matter is satisfactorily resolved.

If the violation continues, or is repeated, the Board may also refer the matter to the Association's legal counsel. If required by Civil Code section 1354, mediation or arbitration will be offered. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

9.2 Violation Letter Procedure continued;

9.2.6 Waiving of Fines

A written request must be made in writing or in person at the Board meeting by calling the Management Company to be placed on the agenda. If a fine was imposed and the owner disagrees, and the owner can show a reasonable amount of effort expended in correcting the violation, or that the violation was unjust, the fine may be waived if a majority of the Board agrees. Please note that this does not apply to repeat violations

9.2.7 Other Penalties

Homeowners with delinquent fines will lose their rights to vote and their rights to access the recreational facilities of the Association.

9.2.8 Association May Correct Violation

The Association may decide to correct the violation and make a Reimbursement Demand to the homeowner to collect the costs incurred in correcting the violation. The Association will notify the owner as set forth in the C.C. & R's.

10 Schedule of Fines

The primary objective of the Board of Directors Rules Enforcement Policy is rules compliance. The California Civil Code now requires that all Homeowners Associations publish a fine schedule. Enforcement and fines may vary depending on the actual violation that occurs.

ENFORCEMENT POLICY

FIRST OFFENSE - WARNING OR COURTESY LETTER TO OWNER – This option will be at the discretion of the Board.

SECOND OFFENSE - SECOND NOTICE TO OWNER – Option at the discretion of the Board

THIRD OFFENSE - HEARING LETTER TO OWNER – Option at the discretion of the Board

FOURTH OR RECURRING OFFENSE - ENFORCEMENT IN ACCORDANCE WITH THE HEARING – Option at the discretion of the Board

SCHEDULE OF FINES

ARCHITECTURAL	\$25 - 300 per occurrence
LANDSCAPE	\$25 - 300 per occurrence
PARKING	\$25 - 300 per occurrence
COMPLIANCE VIOLATION	\$25 - 300 per occurrence
PET	\$25 - 300 per occurrence
CC&R INFRACTION/RULES INFRACTION	\$25 - 300 per occurrence

The above is a list of the general areas where fines are required. The list is not comprehensive and additions will be made as required. All fines may double with each repeated violation or continuing violation, and are in addition to any actual costs, damages or expenses, including attorney fees incurred by the Association in obtaining compliance with the Governing Documents. Fines may vary depending on severity and may double for each successive violation of the same offense.

Owners are responsible for any damage to the common area that they cause. It is the owner's sole responsibility to inform their tenants of all association rules and regulations. The owner is responsible for any damage caused by the tenants, guests or invitees.

Any owner may have his/her membership rights suspended in addition to fines being levied.

11 Association Forms & Paint Color Chart

These forms may be down loaded from the Association's website. Please log on to www.diamondhillshoa.com.

11.1

Architectural Approval Request

Pages 22-25

11.2

Pulte Home Paint Color Chart

Attachment A

11.3

Acknowledgement of Receipt

Page 26

Diamond Hills Ranch Homeowners Association

Please find the attached ARCHITECTURAL SUBMISSION FORM, ARCHITECTURAL COMMITTEE COMMENTS and SAMPLE PLOT PLAN diagram. Please review, complete and return all forms to Euclid Management Company at:

Mailing Address:
Euclid Mgmt Co.
P.O. Box 1510
Upland, CA 91785-1510
(909) 981-4131

Business Address:
Euclid Mgmt Co.
195 N. Euclid Ave, Suite 100
Upland, CA 91786
(909) 981-4131

The following points should be observed to insure proper and timely execution of this procedure.

- All applications must be sent in triplicate (**3 copies**) to the Euclid Management Company Office.
- Euclid Management Company will retain one copy of the application and forward all other related documents to the Architectural Committee.
- Please provide specific information, such as project dimensions, color, drainage details, pertinent brochures or pictures, etc.
- This packet includes an example of a Plot Plan with a section to indicate paint color information.
- Any improvement or addition that is structural in nature (e.g. patio cover, spa, utilities, etc.) may require additional permits from the appropriate municipalities. It is the responsibility of the homeowner to obtain all required permits and/or approval.
- Upon completion, the project may be inspected for conformity to approved specifications. Submission of this document indicates that applicant agrees to provide the Association and/or the Architectural Committee access to inspect the completed project.
- If a homeowner makes any architectural improvement prior to receiving approval from the Association's Architectural Committee, the Committee may resort to measures as provided in the CC&R's which may result in the rejection and removal of the unauthorized improvement. Homeowner is advised to review the CC&R's pertaining to the rights of the Association regarding lot improvements.
- Homeowner has the right to appeal the Architectural Committee's decision to the Board of Directors.
- Processing time for an approval or denial or for a request for additional information is thirty (30) days from certified U.S. Mail receipt of completed application by the Management Company. (Response will occur pursuant to CC&R stipulation).

Note: It is recommended that applications to the Architectural Committee be submitted at least sixty (60) days prior to scheduling construction. No construction of any kind is permitted until written approval from the Architectural Committee has been received.

Feel Free to contact Euclid Management Company with any questions at (909) 981-4131.

ARCHITECTURAL COMMITTEE COMMENTS

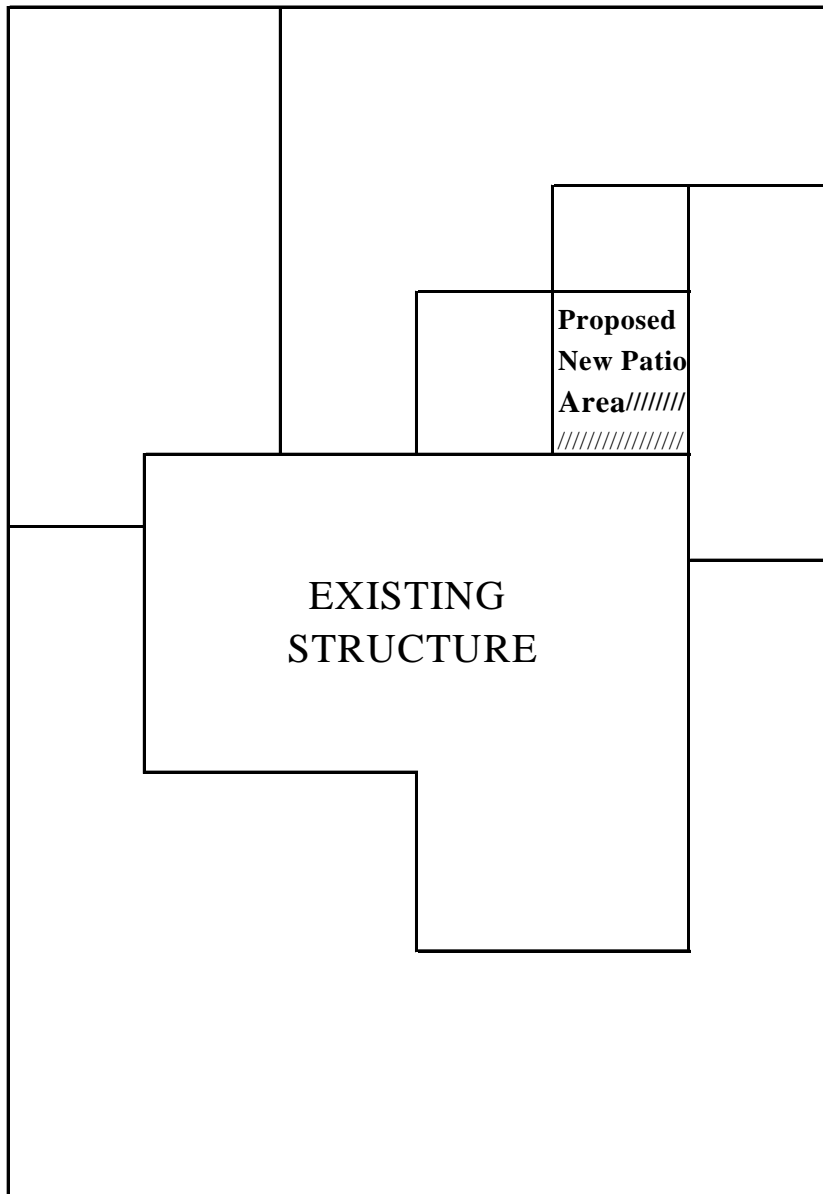
THE FOLLOWING APPLIES TO ALL ARCHITECTURAL APPROVAL REQUESTS

1. Approval applies only to such improvements that do not deviate from the requirements and conditions set forth in the CC&R's.
2. Copies of all plans, specifications, and calculations are to be submitted to the Architectural Committee for approval and recordation, prior to commencement of proposed improvement.
3. Homeowner must obtain all necessary permits for any construction approved herewith, and homeowner shall comply with all local laws and land ordinances in connection with construction.
4. Work performed in a City or County "Right of Way" may require an Encroachment Permit and/or Approval from the City or County in which homeowner resides.
5. Modifications and resultant malfunctions of established drainage devices or facilities are the responsibility of the homeowner. Homeowner is thus advised to consult with a licensed civil engineer when anticipating alternation of drainage facilities. It is the responsibility of the homeowner to obtain all required approval before commencing such improvements.
6. Improvements that modify existing land grading and/or cause slope failure shall be the sole responsibility of the homeowner implementing the same. Homeowner is thus advised to consult with a licensed geo-technical and civil engineer prior to implementing such improvements.
7. Improvements performed by homeowner resulting in damage to any landscape and/or lighting district facility are the responsibility of the homeowner. Accordingly, homeowner shall be fully liable for correction of related damages (e.g. fencing, irrigation, landscaping, etc.) and shall bear the full expense of restoring affected district facility to its original state.
8. Homeowner shall be responsible for results of softscape planting, such as future root system damage and /or dropping of leaves and/or fruit.
9. Homeowner should consider acoustical effects as well as aesthetics when determining pool and spa equipment locations. Pool and spa equipment should be enclosed and placed in a non-offensive location.

SAMPLE PLOT PLAN

All applications submitted must include a Plot Plan similar to the present sample, which represents the shape and size of the subject lot. Plot Plans should include the following:

1. Structure dimensions.
2. Details of construction.
3. Relation to existing structures.
4. Materials involved in construction (e.g. type of trim, color of structure, etc.).
5. Plotted location of trees or shrubs, type of trees or shrubs, including size (e.g. 1 gallon 5 gallon, etc.) and maximum height of trees at maturity. Also include information on sprinklers, drains, etc.

 <p style="text-align: center;">EXISTING STRUCTURE</p> <p style="text-align: center;">Proposed New Patio Area/////// //////////</p>	<p>Surface Color: _____</p> <p>Color Name: _____</p> <p>Paint Brand: _____</p> <div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; padding: 10px;">Attach Sample</div>
	<p>Surface Color: _____</p> <p>Color Name: _____</p> <p>Paint Brand: _____</p> <div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; padding: 10px;">Attach Sample</div>

12 Acknowledgment of Receipt

DIAMOND HILLS RANCH HOMEOWNERS ASSOCIATION

I/We, the homeowner(s) of the Diamond Hills Ranch residence located at:

Acknowledge receiving Diamond Hills Ranch Association's Rules and Regulations.
I/We have read and understand these Rules and Regulations.

Signature: _____

Signature: _____

Date: _____

Name: _____

(Please Print your name(s))

Please return to :

Euclid Management Company
P.O. Box 1510
Upland, CA 91785-1510