



## Escena Community Association

December 12, 2025

To: Members of Escena Community Association  
From: Board of Directors, Escena Community Association

### **Re: Notice of Proposed Revised Design Review Guidelines & 28-Day Member Comment Period**

Dear Escena Community Association Members:

The Board of Directors is considering the adoption of revised Design Review Guidelines at an open Board meeting scheduled for January 15, 2026.

On October 28, 2025, the Board accepted a prior draft of revised Design Review Guidelines and distributed them to the community for member comment. Based on the feedback received, along with further review by the Design Review Committee, a second draft of the revised Design Review Guidelines (December 2025) has now been prepared.

In accordance with California Civil Code requirements for adopting or amending association operating rules, the Board is providing the membership with at least 28 days' notice and an opportunity to comment on the proposed revised Guidelines before taking action.

A copy of the second draft of the revised Guidelines as well as a summary of the proposed changes is available for review on the homeowner portal at <https://my.managementtrust.com/>. After logging in, navigate to the Documents section, then under Governing Documents → Rules and Regulations. If you prefer a hard copy, please contact Management and one will be provided to you upon request.

You are invited to review these materials and submit any comments to the Board on or **before January 9, 2026**. The Board will consider all timely written comments received by that date, as well as any comments made during Open Forum at the January 15, 2026 Board meeting, before voting on whether to adopt the revised Guidelines.



You may submit your comments as follows:

By mail:

Escena Community Association  
c/o Teri Kellerhals  
The Management Trust  
39755 Berkey Drive  
Palm Desert, CA 92211

By email:

[teri.kellerhals@managementtrust.com](mailto:teri.kellerhals@managementtrust.com)

Upon receipt of your comments, management will acknowledge them and ensure they are provided to the Board for consideration as part of its decision-making process.

Your engagement and feedback are vital to the community. We appreciate your participation in this process and your ongoing support of Escena Community Association.

Sincerely,

The Escena Community Association Board of Directors

## Summary of the Revisions to the 11/18/2018 Escena Design Guidelines

This proposed edition of the Escena Design Guidelines (EDG) is the result of much effort on the part of current and former members of the Design Review Committee (DRC). It is based on the DRC's experience reviewing applications and an understanding of the architectural and design philosophy used throughout the various neighborhoods of Escena. It will be helpful to have the 11/18/2018 edition available to compare with this edition.

To produce this edition, we started from the original MS-Word document, provided by DRM. This document was "cleaned up" so that the formatting was consistent. Minor spelling and grammatical problems were corrected. These changes will not be noted in this document. Based on numerous committee meetings and input from community members and other committees, the EDG was gradually revised to more accurately reflect the needs of homeowners and the community.

With that, the following provides a summary of the proposed revisions.

Page 2, et al: Changed "Architectural" to "Design" for consistency with CC&Rs. Replaced references to Desert Resort Management with generic language. Added a paragraph to clarify the role of the DRC and owners' responsibilities. Removed "including landscaping" from the third paragraph, as the exceptions for landscaping have been clarified.

Page 3,4: Revised TOC, added hyperlinks.

Page 5: Clarified requirements for projects requiring city approval.

Page 6: Expanded the DRC's ability to issue variances for unusual conditions by removing the list of circumstances. Under Jurisdictional Approval, removed the statement that homeowners may need to get Golf Course permission prior to making improvements. This is based on analysis of the golf course CC&Rs showing that the owner has no authority over what homeowners do on their own property. All subsequent references to the Golf Course's rights over homeowners were removed, other than adding a reference to the GC CC&Rs and the board's Notice to Golf Course Residents, which applies only to homeowners adjacent to the golf course.

Page 7: Under G.4, added a prohibition against spike strips.

Page 8: Revised requirements for plan submittal. Removed reference to "triple-layer plaster."

Page 9: Under A.4, revised the Application fee language. Revised A.5 to clarify what is needed to perform a review. Revised A.7.c. to remove outdated language (disapproval signatures are no longer a thing). Revised A.8 for consistency.

Page 10: Removed the Landscaping section from the Construction section and moved it to the following Landscaping section. Added last sentence in section B.1. Revised the Contractor Requirements section to align with current practices.

Page 13, et al: Under section III, Design Guidelines, each section is prefaced with a paragraph describing the specific kinds of information the DRC needs to perform a review. Under section A, clarified when landscaping applications are required. Under section B, Walls, Fences and Gates, added a NOTE

paragraph explain the restrictions on painting masonry walls, and removed the first sentence in item b. Added item f., regarding gates in golf course fencing.

Page 15: Revised D.6, and added 7. Revised section E, Exterior Painting, to align with current practices. Under section F, revised the first sentence to note that applications are not always necessary.

Page 16: Added new item h., to address concerns that privacy hedges not exceed 8 feet high.

Page 18: Deleted the last sentence in I.4 to remove inconsistency. Under I.3, removed reference to the golf course and pumps.

Page 19: Added J.9, height and location restrictions on Attached Shade Structure. Added language in K.8 to provide additional options.

Page 20. Revised L.8. Under M.3, removed reference to the golf course.

Page 21: Under N.1 and O.2.c, removed reference to the golf course.

Page 22: Revised Q.2 to reflect that it is common practice to place pool equipment near masonry walls. Also added Q.3 for consistency with solar equipment section. Under Q.1, removed reference to the golf course.

Page 23: Under U.3, removed reference to the golf course. Added sentence to U.4 for clarity.

Page 24-25: Revised last sentence in W.1. Starting at W.7, extensive revision, taking into account legal advice.

Page 25: Under X.3, added a final sentence. Revised Y.1 based on input from Palm Springs Building Department.

All necessary and referenced appendices are now included in this edition.

Appendix A: Removed list of plants, themes and palettes and replaced with input from the Landscape Committee.

Appendix B: Replaced with note.

Appendix C: Revised for clarity and to reinforce the documentation requirements. Also updated with reference to the new Management Agency.

Appendix F: Revised Contactor Requirements for consistency.

Appendices C through H are forms that applicants need to fill out. As such, the copies in the DRG are for reference. Actual form-fillable copies will be maintained elsewhere, and may be updated from time to time.

Escena Design Review Committee

# **DESIGN GUIDELINES**

**FOR**

**ESCENA**

**DRAFT**

Dear Homeowner:

Welcome to your new home in the Escena community (Community)! These Design Guidelines have been prepared with the goal of maintaining the aesthetic beauty of the Community and shall be used by the Design Review Committee (DRC) of the Escena Community Association (Master Association, or HOA) and your Neighborhood Association, (as applicable), as the basis for reviewing plans and specifications for proposed Improvements to your Lot or Condominium or by any Neighborhood Association for preparing plans and specifications for Improvements to be constructed or installed on its Common Area. Unless defined in these Design Guidelines, capitalized terms used in these Design Guidelines have the meanings given in the Master Declaration of Covenants, Conditions and Restrictions, (CC&R's) and Reservation of Easements for Escena (Master Declaration). **To the extent that any of these Design Guidelines are inconsistent with the Master Association Documents, including without limitation the Master Declaration, the Master Association Documents shall control.**

Prior to beginning any activity requiring the approval of the DRC, such activity must be approved by the DRC or your Neighborhood Association's design review committee, as applicable, and all applicable governmental authorities. If your home is subject to a Neighborhood Association, then the Neighborhood Association's design review committee shall review and approve the plans and specifications for all proposed Improvements to your home in accordance with these Design Guidelines and the Master Declaration. If your home is not subject to a Neighborhood Association, then the DRC shall review and approve the plans and specifications for all proposed Improvements to your home in accordance with these Design Guidelines and Master Declaration. Regardless of which association (Master Association or Neighborhood Association), it is the responsible reviewing entity, unless expressly provided otherwise. All references to DRC in these Design Guidelines shall refer to the applicable DRC (i.e., for homes subject to a Neighborhood Association, the Neighborhood Association's DRC, and for homes not subject to a Neighborhood Association, the Master Association's DRC). All references to the Board of Directors (Board) in these Design Guidelines shall refer to the applicable Board (i.e., for homes subject to a Neighborhood Association, the Neighborhood Association's Board, and for homes not subject to a Neighborhood Association, the Master Association's Board).

Homeowners may not make any alteration, removal, relocation, repainting, demolition, addition, installation, modification, decoration, redecoration, or reconstruction of any Improvements until the plans and specifications showing the **nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the DRC and approved in writing by the DRC.**

Please review these Design Guidelines prior to completing and submitting your application form to the DRC to ensure your submittal is complete. If at any time you have any questions regarding the review process, please contact your management representative at the HOA's contracted property management agent.

In terms of enforcement of the Design Guidelines, the DRC is a 'reactive' committee. The DRC responds to applications submitted by homeowners or generated by Management. The DRC does not go out looking for violations. Accordingly, unapproved improvements or violations may come to light long after the fact. This does not relieve you, the homeowner, from the obligation to correct any violations, even those that may have been done by a previous owner. The only exception to this is if the violation occurred more than five years previous to its discovery. In that case, a variance is automatically issued per California statute of limitations regulations providing the violation does not pose an imminent risk to the health and safety of the community. Almost everything you want to do on the exterior of your home requires approval. If in doubt, ask. It is better to find out ahead of time and avoid unnecessary complications and the expense of corrections.

DESIGN GUIDELINES  
FOR  
ESCENA

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# ESCENA DESIGN GUIDELINES

## I. GENERAL CONDITIONS

### A. OVERVIEW OF DESIGN GUIDELINES

To maintain the design character of the Community, it is necessary that new Improvements and modifications of structures, materials and colors be compatible with the existing design. The standards, guidelines and procedures set forth in these Design Guidelines are not intended to stifle creativity but rather to assure a continuity of design which will help preserve the integrity and appearance of the Community.

Approval from the Board or DRC is required for additions or alterations that meet any of the following criteria (as outlined in Article IX of the Master Declaration).

**Except for purposes of proper maintenance and repair, and except as otherwise permitted, no Owner shall build, construct, erect or install any Improvements without first:**

- Submitting the plans and specifications to the DRC.
- Obtaining the express written approval of such plans and specifications by the DRC.
- If required, submitting the plans and specifications approved by the DRC to the City and Agencies to obtain all necessary approval and permits. If there are any changes in the plans or specifications as part of the permitting process, such revisions must be submitted to the DRC for final approval prior to commencing work.
- Thereafter complying with the provisions of Article IX of the Master Declaration, these Design Guidelines, any requirements imposed by the City and any other affected Public Agency, and any and all of the DRC's approval conditions.

### B. GENERAL DEFINITIONS

- 1) **Declarant:** The Community Developer, as defined in the Community Master Declaration, or its successors.
- 2) **Primary Front Yard:** Those portions of your lot which face the street on which the house address applies, and that lies between that street and the front of your house or garage. This includes any areas above obscuring structures like block walls and sight obscuring gates but not behind and below them when viewed from street level. Every house has a Primary Front Yard. [Note: All definitions of "Yard" in these Guidelines apply *only* to the Design Guidelines. They do not have any effect on the "Yard" definitions contained in Escena CC&R's.]
- 3) **Secondary Front Yard:** Those portions of your lot which face any street that is not the street on which the house address applies, and that lies between that street and your house and/or garage. This includes any areas above obscuring structures like block walls and sight obscuring gates but not behind and below them when viewed from street level. Houses on street corners have both Primary and Secondary Front Yards.
- 4) **Enclosed Court Yard:** Those portions of the front of your lot that cannot be seen from any street or neighboring lots, regardless of whether the court yard is gated. Any portion of a court yard that can be seen from any street or neighboring lot is defined as part of either a Primary or Secondary Front Yard until a gate is installed.
- 5) **Rear Yard:** Any area of your lot that is not either a Primary Front Yard, Secondary Front Yard or Enclosed Court Yard.
- 6) **Master Association Walls and Neighborhood Association Walls:** Any of the masonry block walls and/or fences, as defined in Escena CC&R's, constructed by the Community Developer or the builders of houses, apartments, or condominiums within the Escena community and maintained by the Master or Neighborhood Association.

- 7) **Party Walls:** Any walls separating residences, for which owners share responsibility of maintenance and repair.

**C. SECURITY DEPOSIT**

If it is determined by the DRC or its consultants that the scope of proposed work will potentially cause damage to the Master Association Property, Maintenance Areas and/or Common Area (collectively, “Association Property”), the DRC may require an additional deposit. The amount of the deposit will be determined based on the scope of work anticipated. Any unused portion of the deposit will be returned to the Owner following final inspection and approval of the Improvements and/or modifications.

**D. NONCOMPLIANCE**

Failure to obtain the necessary approvals required under the Master Declaration and/or these Design Guidelines will constitute a violation of the Master Declaration and will subject the Owner to an enforcement action including, but not limited to, restriction of membership privileges, penalties and fines and litigation. The Owner may also be required to modify completed work including the removal of unauthorized work at his/her expense.

**E. JURISDICTIONAL APPROVAL**

In addition to DRC approval, a permit may be required from the City Building Department or any other Public Agencies with jurisdiction over the Owner’s home. Approval of the DRC does not imply approval by any City or other Public Agencies. The Master Declaration and Design Guidelines may be more restrictive than City standards and, in these instances, the Master Declaration and Design Guidelines would supersede City standards. Since portions of the Community are in Palm Springs and other portions in Cathedral City, references herein to the “City” shall mean Palm Springs or Cathedral City, as applicable.

Prior to installing or modifying fencing adjacent to, or landscaping on, Golf Course Property, owners of homes adjacent to Golf Course Property should consult section 4.9 of the Golf Course CC&Rs, and document 20250811, Notice to Golf Course Residents, August 2025, as amended, revised or replaced.

**F. VARIANCES**

The Master Association DRC may authorize variances from compliance with these Design Guidelines, including, without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, as long as any variance is not in conflict with any Master Association document. A variance submittal fee may be required for each variance submittal which amount shall not be higher than the amount of the application fee. All variances must be in writing and must be approved and signed by at least a majority of the members of the Master Association DRC.

**G. OTHER CONDITIONS**

- 1) **Setbacks for Accessory Structures:** No Owner or any Neighborhood Association shall build, construct, erect or install any accessory structure on his Lot or Condominium or its Common Area which does not comply with the setback, height, coverage or other restrictions set forth in the Design Guidelines or which does not comply with any law, ordinance or regulation.
- 2) **Prevention of Erosion of Slopes:** No Owner or Neighborhood Association shall permit any act to be performed within the Community which would result in erosion of any slope, including, but not limited to, failure to maintain proper drainage on a Lot or Condominium (including, without limitation, failure to maintain any yard drain or other drainage device in properly operating condition at all times), over irrigating the slope or otherwise discharging excess water over the slope.
- 3) **No Slope Encroachment:** No Owner shall encroach into any rear yard slope without the express written approval of the DRC. The DRC reserves the right to require the Owner to submit documentation including, but not limited to, soils and engineering reports pertaining to slope condition and stability.

- 4) **Master Association Walls:** No Owner or Neighborhood Association shall modify or otherwise alter any Master Association Walls. Additionally, no Owner or Neighborhood Association shall alter or remove any fencing or walls that have been installed by Declarant or a Neighborhood Builder or install any gate in such fencing or walls. No Owner shall pour concrete or place fill dirt against any Master Association Walls. No planters or deterrent “spike” strips shall be attached to any Master Association Walls.
- 5) **Open Space Areas:** Certain areas within the Community have been designated as open space areas. Said areas are prohibited from any type of development or Improvements. No Owner shall encroach, alter or destroy any designated open space area.

#### **H. POLLUTANT AND STORM WATER RUNOFF**

Each Owner shall comply with plans for the regulation and control of pollutant and storm water runoff and erosion by using Best Management Practices in accordance with the residential provisions of the California Storm Water Best Management Practices Handbook. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatment shall meet federal, state, county and city requirements as prescribed in their respective containers. Best Management Practices shall also be used to eliminate or reduce surface pollutants or sediment discharges into the drainage system when implementing any changes and/or maintenance to the landscaping and any other surface Improvements. Owners are responsible for ensuring that all installation and maintenance contractors follow these requirements.

#### **I. MODIFICATIONS**

These Design Guidelines are subject to modification from time to time by the Board of the Master Association. Owners are responsible for obtaining the most current version of these Design Guidelines prior to preparation of plans and submittal of any application.

#### **J. SCOPE**

If these Design Guidelines do not address the proposed Improvements, the DRC shall apply these Design Guidelines in the manner which is most consistent with the original architectural and landscaping character established by the Neighborhood Builder to preserve aesthetic harmony between the proposed Improvements and the existing Improvements. The DRC’s review of plans and specifications only extends to conforming such plans and specifications to the Master Declaration and these Design Guidelines. By approving plans and specifications, neither the DRC, its Board, its designated representatives, nor Declarant assumes liability or responsibility for the architectural or engineering design nor any defect in any Improvement constructed based upon the Owner’s plans and specifications, or for any other reason.

## II. PROCEDURAL STANDARDS

### A. SUBMITTAL PROCEDURE AND REQUIREMENTS

This section describes general submittal procedures and requirements. See Section III, Design Standards, for procedures and requirements for each specific type of project.

Approval of any Improvements by the DRC does not waive the necessity of obtaining the required city permits. Likewise, obtaining a city permit does not waive the need for DRC approval.

- 1) **Approval Requests:** All applications and other required forms, plans and photos shall be submitted to the Association Manager at the HOA's property management agency, to the attention of the DRC. All requests for approval of Improvements or variances must be made on the standard Escena Home Improvement application attached hereto as Appendix C. Each submittal for architecture or landscape Improvements must be submitted separately with its own application and documents, and if applicable, Application Fee.
- 2) **Plans and Construction Drawings:**
  - a. Construction plans submitted to the DRC must be prepared in accordance with applicable building codes, and in a professional manner with clarity and completeness, and include the designer/contractor's signature confirming that the designer/contractor has read these Design Guidelines and understands the requirements set forth herein. It is recommended that work involving major additions (defined as structural modifications) or work requiring variances be submitted at the preliminary drawing stage for review by the DRC and the City Planning and Building Department or any other applicable Public Agency.
  - b. **No plan reviews shall be conducted until escrow has closed on the applicant's Lot or Condominium. Submittals prior to the close of escrow must include payment of \$1,000.00 submittal fee made payable to the association to cover any administrative costs associated with the review, with the unused portion being returned to the remitter upon written request to the Association.**
  - c. Plans for building a pool and or spa construction shall be professionally prepared, drawn to scale and submitted as PDF files.
  - d. Plans for landscape, hardscape, and other site improvements shall be, at minimum, drawn to scale, legible and show all proposed changes and materials.
- 3) **Construction Specifications:**
  - a. List all materials, dimensions, quality and finishes. Include photographs of front and rear elevations of the Dwelling (architectural elevations) and front yard, rear yard and each side yard and any photographs as needed to describe the Improvements.
  - b. Provide a proposal from the applicant's contractor outlining the scope of work to be performed and the method of installation, including without limitation:
    - i. professional cleaning of any affected Association Property where necessary upon completion of construction
    - ii. disposal of all work-related debris in the contractor's own trash container (container shall be placed in a location to be determined by either the Master Association or Neighborhood Association, as applicable, or the property manager). Removal of such trash container shall take place within 7 days following completion of construction
    - iii. clearing of affected Association Property daily
    - iv. covering and/or other necessary protection of street surfaces from oil or spilled materials, and

- v. full disclosure by contractor of any materials used for construction that would be considered toxic or hazardous based on Proposition 65 or other applicable state and federal laws and regulations.
- 4) **Application Fees:** All submittals for Improvements and/or variances covered under these Design Guidelines shall be accompanied by an Application Fee as set by the Board.

If the DRC determines that the services of a specialist such as an architect, structural engineer, arborist, attorney, etc., are necessary for the adequate review of an application, the fees for such services shall be paid by the Owner.

If Improvements that require an application or variance under these Design Guidelines are made prior to submitting an application for those improvements, and the Owner is subsequently required by the Board to submit an application for those completed Improvements, then the Application Fee shall be \$100. Prior to an Owner submitting the \$100 Application Fee, the Owner shall be entitled to attend a hearing before the Board to show cause as to why the Owner should not be charged the increased Application Fee.

- 5) **Color:**
- a. Indicate the color of stain or paint by manufacturer's number with respect to all building parts or surfaces. Proposed colors that deviate from the originally assigned color schemes must be clearly identified. Black and white photocopies or scans of swatches will not be accepted. Note accordingly if color is intended to match existing surface.
  - b. Samples of materials having integral colors, such as masonry, may be required if they are to be used in their natural finish.
- 6) **Right of Entry:** If construction work requires any entry onto Association Property for purposes of transporting labor and materials, or for the temporary storage of materials for the work, the applicant must obtain written permission from the Master Association or Neighborhood Association (as applicable) for the right to enter during the course of construction. (Based upon the information submitted, the DRC reserves the right to deny entry.) A copy of the letter granting permission shall be filed with the DRC prior to commencement of construction. A deposit, as deemed necessary by the DRC, may be required from the Owner. In addition, the Owner may be required to execute an indemnity agreement. The deposits may be used at the sole discretion of the DRC. Unused deposits will be refunded after completion and acceptance of the work by the DRC.
- 7) **Submittal:**
- a. If the application is deemed incomplete by the DRC, it will be returned to the Owner with the right of the Owner to submit a complete application for future review.
  - b. If the application is deemed complete, the plans will either be approved or disapproved within 60 days of acceptance by the DRC for standard applications, and 45 days for Solar installation applications. Until receipt of required plans, specifications and such other information / documents as may be required by the DRC, the DRC may postpone the review of plans submitted for approval.
  - c. Applications which generate objections from neighbors who own property adjacent to the applicant's home will be subject to additional review by the DRC. An application shall not be deemed incomplete due to such objections, nor shall objections require the DRC to disapprove the application. Should the DRC determine that input is needed from the neighbors objecting to the applicant's work; the neighbors may be invited to present their views to the DRC. This meeting shall be held within 30 days following receipt of an otherwise complete application. Failure of neighbors to participate in this meeting will constitute neighbor consent and acknowledgement of the proposed application. A neighbor's right to input is a courtesy only. The DRC shall determine final approval of the plans.
- 8) **Approved Submittal:** Approval notification letters or emails will be sent when the DRC has approved an application. The City will require approval of the DRC prior to issuance of any building permit. This initial approval does not constitute authorization to begin construction until the DRC has received copies

of all permits and reviewed and approved any changes to plans and specifications occurring since initial approval was granted.

- 9) **Timeframe for Decisions by the Design Review Committee**: All decisions by the Design Review Committee will be made in accordance with Article IX, Section 8 of the Escena CC&R's.
- 10) **Appeals**: Owners have the right to appeal decisions of the Design Review Committee. All appeals will be handled in accordance with Article IX, Section 17 of the Escena CC&R's.

## **B. CONSTRUCTION**

For specific requirements related to ADU/JADU construction, see the HOA's ADU Policy.

- 1) **Inspection; Notice of Completion**: Upon consent of the Owner, which consent shall not be unreasonably withheld, any member or authorized representative of the DRC may, at any reasonable hour and upon reasonable notice, enter and inspect any Improvement which has been the subject matter of an approval by the DRC. Upon completion of an Improvement, the Owner shall submit a written Notice of Completion and photographs of the completed Improvements to the DRC for its use in determining if the Improvements were constructed according to the approved plans and specifications. The DRC or its representative may also inspect the Improvement. The DRC's right to inspect a completed Improvement shall terminate 60 days after receipt of a Notice of Completion for such Improvement. If the homeowner fails to file a notice of Completion, this right shall not expire.
- 2) **Contractor Requirements**: Construction must be performed by a properly licensed and insured contractor and appropriately supervised employees of the contractor who are covered by the contractor's worker compensation insurance policy. The contractor may not use any independent contractor or worker who is not covered by or exempt from carrying workers compensation insurance. Each submittal package must include the contractor's active California license number, a copy of the contractor's license to do business in the City and all applicable bonding and insurance certificates and endorsements. At a minimum, each contractor performing any structural modifications or activity that requires a City building permit must maintain and have in effect throughout the duration of its performance of the Improvement work the following insurance:
  - a. workers compensation insurance in the amounts required by California law, unless exempt;
  - b. commercial automobile insurance with limits of \$500,000 in the aggregate; and
  - c. commercial general liability insurance with limits of \$1,000,000 in the aggregate.

Depending on the Improvement work to be done, the Board may require additional insurance coverage or increased insurance limits. The form of the insurance policies must be acceptable in all respects to the Board, and the commercial general liability insurance policy must name the applicant and the Master Association or the Neighborhood Association (as applicable) as additional insureds.

Prior to the commencement of construction, the applicant's contractor shall agree in writing to indemnify the Master Association (Appendix H-2).

If a contractor does not meet the licensing, insurance or indemnification requirements of this section, the application may still be approved if the owner agrees in writing to indemnify the HOA from and against any and all claims, damages and other liability arising out of the construction of the Improvement (Appendix H-1). In the event that the applicant is acting as their own contractor and/or listing themselves as an Owner-Builder, they must submit an Owner Builder Acknowledgement and Verification Form (Appendix G).

Contractor equipment, including trailers, storage containers and/or port-a-potties, are not allowed on any streets or common areas in the Community. All contractors shall comply with the parking rules and regulations established by Declarant, Neighborhood Builders, the Master Association and/or any Neighborhood Associations (as applicable). Contractor signs are not to be posted in any home (including yards) or on Association Property.

Owners are responsible for supplying all contractors with Appendix F (a copy of these requirements), and for ensuring that contractors comply with these Design Guidelines. Notwithstanding the foregoing, the DRC or its designated representatives shall have the right, but not the obligation to (a) demand proof of compliance by the applicant's contractor with the provisions of these Design Guidelines to ensure there is no potential for damage or other adverse impacts to adjoining Dwellings or the Association Property, and (b) require the applicant's contractor to cease all Improvement work immediately if the contractor has failed to comply with these Design Guidelines.

#### **C. ENFORCEMENT / VIOLATIONS**

- 1) **Improvement Not Done in Substantial Compliance:** If the DRC finds that any Improvement was not completed in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such noncompliance, specifying the particulars of noncompliance and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance.
- 2) **Enforcement:** In addition to all other remedies provided by law or in the Master Association Documents, if an Owner fails to obtain the necessary DRC approvals or to cure any noncompliance within 30 days after receipt of DRC's notification of such noncompliance, the Board, after appropriate Notice and opportunity for Hearing, may levy a Compliance Assessment against such Owner for the cost of removing or remedying such noncompliance.
- 3) **Violations:** All Owners and residents of the Community shall have the right to bring to the attention of the Board of Directors in writing, through the property management company, any violations of the provisions or standards contained in the Master Association Documents (including without limitation these Design Guidelines).

#### **D. GENERAL CONDITIONS OF APPROVAL**

The following are conditions to DRC approval and shall be deemed incorporated by reference in all plans and specifications or DRC letters of approvals. It shall be the responsibility of each Owner to ensure that these conditions are enforced upon all persons or firms used, engaged or employed in carrying out any operation or trade in conjunction with any Improvement.

- 1) **Hours of Operation:** Construction is limited to the hours of 7:00 a.m. to 5:00 p.m., Monday through Saturday. Construction is expressly prohibited on Federal Holidays and Sundays. If current City regulations are more restrictive, they shall prevail.
- 2) **Occupational Safety and Health Act (OSHA) Compliance:** All applicable OSHA regulations and guidelines must be strictly observed at all times.
- 3) **Temporary Structures:** No structure of a temporary character will be permitted to remain on any Dwelling without the written approval of the DRC.
- 4) **Unightly Items:**
  - a. Rubbish, debris and unsightly material or objects shall not be stored or permitted to accumulate on streets, sidewalks, or on any portion of the Association Property (including, but not limited to, any private street).
  - b. Each week, the Owner shall remove all rubbish, debris and unsightly material in the Owner's Dwelling.
  - c. The Owner is financially responsible for any trash cleanup work the Master Association or Neighborhood Association (as applicable) deems necessary to comply with this restriction.
- 5) **Building Materials:**
  - a. Building materials, including sand, shall be stored on the Owner's property, and not on any portion of the Association Property. Building materials may be stored **temporarily** in the street immediately adjacent to the Owner's property for one day only, limited to between the hours of 7:00am and

sunset, providing that the street pavement and other Community improvements are adequately protected and cleaned after materials are removed.

- b. The Owner is financially responsible for any cleanup and repair work the Master Association or Neighborhood Association (as applicable) deems needed to comply with this restriction.
- 6) **Streets and Sidewalks:** No construction debris or material is permitted to remain on any street or sidewalk within the Community. All items of such nature must be stored in the Owner's Lot or Condominium. If any materials are delivered or deposited on the streets or on the Association Property, the Owner will be held responsible for the costs involved in cleaning and/or restoring the affected Association Property (including any affected streets and sidewalks).
- 7) **Excavation:** Excess excavation materials must be hauled away in a legal manner and must be properly protected with plastic and sand bags so that loose soils will not wash down into the storm drains.
- 8) **Maintenance of Improvements:** The repair and maintenance of any work or Improvements will be the responsibility of the installing Owner and subsequent Owner.
- 9) **Drainage:** There shall be no interference with the originally installed rain gutters, downspouts, subterranean drain line(s), or other drainage systems (whether surface or subterranean) or any other interference with the established drainage pattern over any of the property. All on-lot drainage systems shall be connected to the existing drain line from the in-street storm drain to one or several roof gutter down spouts.
- 10) **Workmanship:** All Improvements shall be performed in a manner consistent with the existing structures. Any work deemed by the DRC to be of inferior quality shall be reworked or removed and the building restored to its original condition prior to commencement of the work by the applicant. If the applicant refuses to rework or remove and restore as called for above, the DRC shall request the Board to cause such rework, removal or restoration and the cost thereof shall be a special assessment against the applicant as provided in the governing documents of the Master Association or Neighborhood Association (as applicable).

### **III. DESIGN STANDARDS**

#### **A. PRIMARY FRONT, SECONDARY FRONT AND REAR YARD CHANGES**

Unless landscaping was installed by Declarant or a Neighborhood Builder, the Primary and Secondary Front Yards must be fully landscaped within 120 days from the Close of Escrow. The Rear Yard must be fully landscaped within 180 days from the Close of Escrow. Fully landscaped means all front and rear yards must be covered entirely by a combination of Plant Materials, Hardscape, and Decorative Rock. See section F for landscaping requirements.

NOTE: If a proposed project consisting only of approved vegetation and groundcover meets all the landscaping requirements of these guidelines, approval by the DRC is NOT required. Projects that include the addition, modification or removal of hardscape, lighting or artwork, or projects requiring a variance from any landscaping requirement must obtain approval from the DRC. The DRC reserves the right to inspect and evaluate landscaping to verify compliance with these guidelines, and to require any modifications necessary to bring the landscaping into compliance.

#### **B. WALLS, FENCES AND GATES**

Plans are required. Photos of existing structures and photos or renderings of proposed alterations are required. Manufacturer's description of style, color and material and clear identification of proposed location are required.

NOTE: In order to maintain a consistent design element that defines and ties together the varying home styles and neighborhoods, masonry wall surfaces that are visible from the street may not be painted a different color or otherwise altered from their original builder-installed state. Variances may be considered in neighborhoods with a mix of builder-installed colors. Masonry wall surfaces that are not visible from the street may be painted with the approval of the DRC.

##### **1) General:**

- a. Alterations, extensions or removal of any fencing or walls installed by the Neighborhood Builder during original construction shall be prohibited.
  - b. If yard gates were not installed by Declarant or a Neighborhood Builder, the Owner must obtain DRC approval prior to installation. Modifications of existing yard gates also requires DRC approval.
  - c. No permanent structures may be attached to any wall or fence adjoining any Association Property. Planters may not be constructed against side yard fences or Party Walls.
  - d. Walls or fences that will abut any existing wall or fence shall not exceed the height of the existing wall unless otherwise required by building codes for protection of swimming pools or spas and approved by the DRC.
  - e. No trellis or similar structure may extend above any party wall or master association wall.
  - f. The installation of a gate in any fencing abutting the golf course requires DRC and golf course owner approval.
- 2) **Fencing Adjacent to the Golf Course:** Fencing will be required adjacent to the golf course by city building codes if the applicant installs a permanent pool and does not install a pool cover that meets city codes. Fencing is allowed but not required if the applicant does not install a pool, or if the applicant installs a permanent pool cover which meets city codes.
- a. Fencing Specifications: All fencing adjacent to the golf course shall meet the following Specifications:
    - i. Fencing material shall be tubular steel and shall be metalized, galvanized or bonderized prior to applying finish color, due to exposure.; or may be tubular aluminum.

- ii. Fence color shall be Dunn Edwards #6231 – Shaker Gray (Community Color).
  - iii. Height of fencing adjacent to the golf course shall not exceed 5 feet 8 inches as measured from the finished grade of the property immediately adjacent to the fencing. Such “finished grade” shall be defined as and established by the approved Precise Grading Plan prepared by the Engineer of Record, or shall not exceed the installed height of any block wall previously installed by the Neighborhood Builder, Master Developer or Declarant. Excepting therefrom the vertical supporting posts for the fencing that may not exceed a height of 6 feet as measured from the defined finish grade of the lot. The installation height of the bottom rail of the fencing, as measured to the bottom edge of the rail, shall not exceed 4 inches above the defined finish grade of the lot.
  - iv. Horizontal components of the fencing shall be placed at the top and bottom terminus of the vertical components, defined as the top and bottom rails. The horizontal components shall be square and be no less than 1 ¼ inches or no more than 1½ inches in dimension. When installed the top and bottom rail shall be parallel to the finish grade of the lot.
  - v. Vertical components of the fencing shall be spaced substantially exact to a dimension of four inches (4”) on center, as measured parallel and horizontally along the top or bottom rail of the fencing. Vertical components shall be square and measure five eighths inch (5/8”). Vertical components shall be installed substantially perpendicular to the top and bottom rails.
  - vi. Vertical support posts components shall be square and have a dimension of 2 inches. Such components shall be installed along the length of the fence and be placed approximately 8 feet on center. “Approximately” shall be defined as nor more than 3 inches plus or minus of the 8-foot centering requirement. Maximum height of this component shall be as defined above. Excepting therefrom the vertical post location for a gate.
  - vii. Security screening, defined as decorative metal screen shall be allowed as long as it is installed on the inside of the fencing and the top edge of the screen does not exceed a height of two feet (2’) above the defined finished grade of the lot. Security screening shall be painted the same color as the fence.
  - viii. All components of the fence shall be properly prepared and painted within 48 hours of installation.
- b. All components of the fencing shall be installed totally within the private homeowner’s property.

**C. PLANTER WALLS, RAISED PLANTERS AND RETAINING WALLS [See also Section I.G.4]:**

Plans are required. Photos of location and photos and/or manufacturer’s description of style, color and material are required.

- 1) Planter walls or raised planters shall not exceed two (2) feet in height in the Primary or Secondary Front Yard under any circumstance. Retaining walls may not exceed 3 feet in height when measured from the low side of the wall; however, each installation is subject to DRC review.
- 2) Planter walls or raised planters must be constructed of masonry or stucco that conforms to type, quality, color and character of masonry or stucco used elsewhere in the Dwelling.
- 3) Planter walls or raised planters may not be constructed against any Party Wall or Association Wall.

**D. EXTERIOR ALTERATIONS**

Plans are required. Photos of subject area are required.

- 1) Structural or material alterations to the exterior of any building shall conform to the materials, colors, character and detailing as established on the existing Dwelling or on similar Dwellings built by the same Builder.

- 2) No Improvement shall exceed the roof height of the existing structure.
- 3) Additional exterior stairways are prohibited.
- 4) Exterior balcony extensions are limited to a total 8-foot projection from the rear wall and must have direct door access from the Dwelling. This restriction does not apply to balconies converted from existing roof areas.
- 5) No structures shall extend or be built over slope areas.
- 6) Gutters shall be painted to match the surface to which the gutter is attached to blend in with existing material. Gutters must tie into installed drainage systems. Permanent drainage systems must be reflected on a plan submitted with an application for gutters. In the event that plans for the permanent drainage system are unavailable, the DRC may approve a plan that proposes another remedy that is deemed satisfactory in handling concerns regarding water run-off.
- 7) House numbers are required of any dwelling and shall conform substantially to the materials, colors, character, size, orientation and detailing as established on the existing dwelling or on similar dwellings built by the same Builder. Placement of the numbers must be on either side of the garage, or if the garage does not face the street, on either side of the front door or gate. The location of the numbers placed by the original builder is acceptable. The numbers must be visible from the street and not obscured by landscaping.

#### **E. EXTERIOR PAINTING**

Color samples and manufacturer's identification numbers required for all proposed colors. Detailed plans are not required, but a diagram or photos indicating where each color will be applied shall be provided. For painting of front doors or gates, provide a photo of the door/gate from the street.

- 1) Exterior repainting of any Dwelling or structure, or any part thereof, will be subject to review and approval by the DRC, except when the new paint scheme is identical to the original color scheme used on the Dwelling (i.e., all architectural elements are repainted in their current colors). In this case, indicate on the application "All architectural elements are to be repainted in their current colors." No application fee is due.
- 2) Dwellings may be repainted in an alternate color scheme from color palettes used in original construction of Dwellings in the community, so long as the new paint scheme is compatible with the neighborhood. Slight variations in color that do not materially change the palette scheme are acceptable.
- 3) Any repainting scheme should maintain the same number of colors and relative color locations as the original paint scheme. For example, if a house was originally painted with four colors, the repainting scheme should contain four colors in corresponding locations on the house.
- 4) A house may not be repainted in the identical color scheme as the adjoining houses, unless all houses in that part of the Community are painted in identical colors.
- 5) Colors not part of the original color scheme for front doors and gates must be approved by the DRC. Yard gates may be repainted in a color that complements and maintains compatibility with the existing masonry walls.

#### **F. LANDSCAPING AND IRRIGATION [See also Section III, A]**

If submitting an application, plans are required. Proposed replacements, additions and deletions (what's there now, what's going to change, what remains unchanged) must be clearly identified.

In this section, landscaping refers to all trees, shrubs, groundcover, turf (natural or artificial), and other plant materials; and all groundcover, decomposed granite, boulders, and other decorative items placed amongst the plants that do not fall under the definition of Hardscape. Front and Rear yards must contain a minimum of 15% landscaping. Native dirt and sand are not acceptable landscape materials. The plant coverage area is measured by the plant's drip line (the farthest extent of the plant's leaves and branches).

## 1) Landscaping

- a. Landscape plans submitted to the DRC shall show the location, size, number and species name and variety of all plant materials; and the location, size, color and quantity of all rock materials.
- b. Plant materials shall be compatible with Appendix A and Coachella Valley Water District's *Lush and Efficient* document, available at the district's office or online at their website.
- c. Decorative Rock groundcover such as decomposed granite (DG), crushed rock, pea gravel, pebbles, river rock or other rock products available commercially shall be naturally colored, and shall match the sizes and colors of like materials originally installed on the property or in the immediate Escena neighborhood.
- d. Materials used to separate planting beds shall be no higher than 3 inches from ground level, must be natural in color, and shall not exceed 3 inches in width. Concrete, paving blocks, or composite bender board may be used for this purpose, but pre-cast "scaloped" planter blocks are expressly prohibited in the Primary and Secondary Front Yard.
- e. Association Property trees, shrubs, groundcover and turf that have been installed by Declarant or a Neighborhood Builder shall be protected in place during construction and replaced in kind and size by the Master Association or Neighborhood Association (as applicable) at the Owner's expense if damaged or removed.
- f. The DRC shall have the right, but not the obligation, to require an Owner to remove, trim, or prune any tree, shrub, or plant which in the reasonable belief of the DRC unreasonably impedes the passage of light or air of any neighboring Dwelling and to shape and thin trees for wind resiliency and appearance.
- g. In addition to selecting landscape plants based on aesthetic characteristics, consideration must be given to relative drought tolerance, solar aspect, and soil type within the Community, as well as the potential for root intrusion, shade intrusion on neighbors' properties, and wind-borne plant debris. Invasive species of plants shall not be permitted.
- h. Hedges that exceed the height of the masonry walls they are planted along shall be maintained at a height not to exceed 8 feet, unless the DRC shall approve a different height.
- i. Each Owner assumes all liability and responsibility for any root damage from plantings in their yards (including, but not limited to fencing, walls and structures, utility lines, drainage, and adjacent neighbor Improvements).
- j. Each Owner is responsible for maintaining their plant material so that it does not extend onto any adjacent property.

## 2) Irrigation

- a. All landscape areas are to be irrigated by a permanent system with automatic controllers. The irrigation system shall be installed underground and rely primarily on bubblers / drip irrigation to minimize water loss and apply water directly to the root zone. Above ground watering shall be permitted for turf, which system shall be valved separately for water efficiency.
- b. Irrigation systems shall be tailored to the specific site and landscape situation. Important considerations of the design are environmental conditions such as sun and shade, soils, terrain, percolation rates, erosion control and wind.
- c. All above-ground controllers shall be completely screened from Association Property views.
- d. Irrigation systems shall be designed to apply water in an efficient manner and provide adequate coverage without run-off into streets, sidewalks, or storm drains.

## **G. HARDSCAPE**

### Plans are required.

- 1) Hardscape is defined as poured concrete, concrete or stone pavers, pool and pool decking, spa and spa decking, fountains, sculpture, and similar permanent man-made features. Front and Rear yards may be no more than 85% hardscape. Hardscape in the front yards shall be limited to driveways, patios and walkways.
- 2) All Hardscape shall conform in design, materials, and color to like materials installed on the property or in the immediate Escena neighborhood by the Declarant or the Neighborhood Builder.
- 3) If the originally installed material or color is no longer commercially available, the Hardscape material or color shall match as closely as possible to that originally installed on the property or in the immediate Escena neighborhood.

## **H. FIGURINES, FOUNTAINS, WATER FEATURES AND SCULPTURES**

### Plans are not required, but clear identification of proposed location and photo (or rendering) of the piece are required, including overall dimensions for any figurines, fountains, water features, or sculptures.

- 1) No figurines, fountains, water features or sculptures shall be permitted in the Primary and Secondary Front Yards if visible from the street without approval of a variance request by the DRC. The DRC may refer the variance to the Board. Rear Yard installations that do not exceed the height of the existing property line or perimeter rear yard wall or fence do not require DRC approval.
- 2) Figurines, fountains, water features or sculptures may be located within Court Yards without DRC approval provided they are not visible from the street or adjoining properties.
- 3) The design of a proposed figurine, fountain, water feature or sculpture shall be consistent in design with the architecture of the Dwelling. The DRC reserves the right to require removal of any figurine, fountain, and water feature or sculpture which is deemed incompatible with this section.

## **I. SWIMMING POOLS AND SPAS**

### Plans are required.

- 1) The construction or installation of any pool or spa (including the location of any exposed equipment) shall require DRC approval. Drawings must indicate the location of pool equipment, proposed screening and the means of access for the proposed construction.
- 2) Any pool or spa shall have its water perimeter a minimum of 5 feet from any rear or side yard fencing. At the discretion of the Design Review Committee a setback of 3 feet from the water perimeter to the Rear or Secondary Front yard fencing or Party Wall may be approved. This lower setback requirement is only available if the proposed pool or spa meets all of the following requirements:
  - a. The Rear Yard will not accommodate a 10-foot-wide pool or spa (measured from its water perimeter) with a setback of 5 feet from the Rear Yard wall or fencing.
  - b. The proposed pool or spa will be at least 10 feet from the any Dwelling, pool or spa on the adjacent lot (or anticipated house in the case of an undeveloped lot).
  - c. The applicant provides stamped engineering plans for the pool and or spa with their application. The drawings should provide for adequate support for the existing Party Wall or fencing.
  - d. Backfill will not be allowed behind a raised bond beam detail, if that detail is included in the pool design.

- e. The applicant agrees in writing to be responsible for the maintenance of the Rear Yard wall, Party Wall, or fencing during the installation of the of the pool or spa and to restore the wall or fencing to its original condition in the event it is damaged or undermined by the pool or spa installation.
- f. The applicant provides the HOA with a cashier's check in the amount of \$2,000.00 with their application, which sum shall be held by the HOA as security until the completion of the project and permit sign off by the City of Palm Springs Building Department.

These requirements shall apply to both community builders and individual homeowner applicants and will be included in standard conditions of the pool or spa approval when less than a 5-foot Rear Yard or Secondary Front Yard setback is approved.

- 3) Pool equipment must be shielded from view by neighbors, and any Community spaces. Any structure above fence height (e.g., pool slide or water feature) which exceeds side or rear yard fence height must be set back at least 8 feet from the Rear Yard or Secondary Front Yard wall or fencing and cannot exceed 6 feet in height. (See also Q. Exposed Equipment below for additional requirements applicable to pool equipment.)
- 4) All pool or spa drainage must tie into existing site drainage system and is not permitted to drain into landscape areas, curbs or streets.
- 5) Raised decking around pools or spas may not be constructed more than 12 inches above the Dwelling's finished floor, and may be no closer than 5 feet to any property line.
- 6) Any raised wall surrounding a spa may not exceed 18 inches in height, and its top may not be any wider than 18 inches, and may not be closer than 5 feet to the property line.
- 7) All grading spoils shall be completely removed from site or distributed within the Owner's Lot or Condominium. No dumping on adjacent areas is permitted.

#### **J. ATTACHED SHADE STRUCTURES**

Plans are required, but may be focused on the area of installation. Photos of subject area are recommended. Manufacturer's descriptions of style, color and material are required.

- 1) Attached Shade Structures are defined as any structural architectural component that is attached to the Dwelling for the purpose of creating shade and are visible above the height of any adjoining wall or fence.
- 2) All Attached Shade Structures shall be constructed of materials similar to, and compatible with, those of the Dwelling, and shall conform to the original architectural character and materials of the existing Dwelling and neighborhood.
- 3) Materials shall be of appropriate proportion and scale to the Dwelling and neighborhood.
- 4) The following construction materials are prohibited for Attached Shade Structures:
  - Corrugated plastic or fiberglass.
  - Plastic webbing, split bamboo, reed or straw-like materials.
  - Asphalt.
- 5) Horizontal and vertical surfaces shall be painted to match Dwelling trim or existing stucco color.
- 6) All Attached Shade Structures may be solid, lattice open trellis style or a combination thereof. Any solid roof patio covers must be consistent in design, colors, and materials with the Dwelling. Attached Shade Covers cannot be enclosed with solid walls or converted to living space.
- 7) Prefabricated sunrooms are expressly prohibited.

- 8) New attached shade covers may be of a different material than those installed by the original builder if approved by the DRC. Extensions to builder installed attached shade covers must be of the same material and design as the original shade structure.
- 9) Attached Shade Structures may not exceed 10 feet in height. Structures that extend to within 5 feet of a Party Wall shall provide mitigation to address potential light spillage.

#### **K. UNATTACHED (FREE-STANDING) SHADE STRUCTURES**

Plans are required, but may be focused on the area of installation. Photos of subject area are recommended. Manufacturer's descriptions of style, color and material are required.

- 1) Freestanding arbors, gazebos and other Unattached Shade Structures shall be constructed of materials similar to, and compatible with, those of the Dwelling, and shall conform to the original architectural character of the existing Dwelling and neighborhood.
- 2) Materials shall be of appropriate proportion and scale to the Dwelling and neighborhood.
- 3) Colors of any Unattached Structures shall be the same as the body and/or trim colors of the Dwelling. Wood must be painted or stained to match the Dwelling.
- 4) Palapas (thatched-roof structures) are expressly prohibited.
- 5) The following construction materials are prohibited for structures in this section:
  - Metal or prefabricated structures of metal, unless architecturally compatible with the Dwelling.
  - Corrugated plastic or fiberglass.
  - Plastic webbing, split bamboo, reed or straw-like material.
  - Asphalt.
- 6) All Unattached Shade Structures shall be open trellis style or solid with roofing consistent in design, colors, and materials with the Dwelling.
- 7) The cover of an Unattached Shade Structure may be fully enclosed if the structure is separated a minimum of 10 feet from the existing Dwelling and 5 feet from the Rear Yard fencing or wall.
- 8) Unattached Shade Structures may be no larger than 190 square feet in roof surface area, unless the site topography and size support a larger size, and no higher than 10 feet from the top of grade.
- 9) No structures shall extend or be built over slope areas.

#### **L. NON-STRUCTURAL SHADES**

Plans are required, but may be focused on the area of installation. Photos of subject area are recommended. Manufacturer's descriptions of style, color and material are required.

- 1) Non-Structural Shades are defined as non-structural fixtures attached to a Dwelling for the purpose of creating shade. Examples include fixed sails and retractable patio shades. [Note that permanent patio covers are Attached Shade Structures.] Umbrellas that are not permanently installed are not considered Non-Structural Shades.
- 2) Shade Spillage is defined as a shadow that is cast into a neighboring property.
- 3) Applications for Non-Structural Shades shall include:
  - A diagram of the yard in which the Shade is to be installed, including all existing permanent improvements, and the location and size of the proposed Shade (with retractable shades in their fully open position).
  - Expected Shade Spillage in Summer and Winter.
  - Description, drawing, or photos of the color and materials proposed.
  - Color representations of all supports, equipment, and accessories.

- 4) Non-Structural Shades shall be made of such material and installed with sufficient strength to withstand prevailing winds.
- 5) Non-Structural Shades shall be maintained such that any tearing or fraying is repaired quickly as this can lead to failure of the canopy and subsequently pose a hazard to people and property. Therefore, as an issue of safety, failure to repair canopies within one week of when the damage occurred shall require the removal of the entire installation.
- 6) Non-Structural Shades that detach from any mounting point shall be repaired immediately as they can pose an imminent hazard to people and property. Therefore, as an issue of safety, failure to remount a canopy within 48 hours shall require the removal of the entire installation.
- 7) Non-Structural Shades shall be designed to complement the architectural design and color scheme of the Dwelling. Patterned fabric shall not be allowed. For Non-Structural Shades that can be seen from the Primary or Secondary Front Yards, the fabric shall be either the base color or one of the accent/trim colors of the Dwelling.
- 8) Non-Structural Shades shall not create any Shade Spillage onto any other property at any time of the year. If, after approval and installation, any Non-Structural Shades produces Shade Spillage and the HOA receives a complaint from the affected homeowner, the installation shall be modified so that it no longer produces such Shade Spillage. By accepting the DRC's approval, the homeowner agrees to take this action immediately upon notification by the HOA.
- 9) Non-Structural Shades shall not be installed in a Primary Front Yard under any conditions, but shall be allowed in Enclosed Court Yards even if they extend above the adjoining walls or gate.

#### **M. PLAYGROUND EQUIPMENT**

Plans are required, but may be focused on the area of installation (rear yard).

- 1) All playground equipment is subject to DRC approval. Playground equipment may not exceed 8 feet total in height and must be set back a minimum of 5 feet from any Party Wall, Rear Yard fencing or wall, or any greater setbacks required pursuant to standards and regulations pertaining to particular playground equipment.
- 2) Playground equipment is permitted only in the Rear Yard (i.e., not in the Primary or Secondary Front Yard).
- 3) All playground equipment shall be screened with appropriate, mature plant materials so as to minimize appearance and noise impact on adjacent property and streets.
- 4) If awnings are part of the playground equipment, the Owner must follow the Non-Structural Shades guidelines.
- 5) All playground equipment constructed of wood shall be painted in a color to match the existing Dwelling trim or naturally treated. If the Owner fails to adequately maintain the play equipment, the Board reserves the right to require removal of previously-approved structures.
- 6) No basketball hoops, backboards or similar apparatus, including but not limited to portable apparatus, shall be installed in any yard area. All portable playground equipment may be placed only in locations approved by the DRC, may not be placed on streets of Association Property and must be stored out of sight prior to 8:00 pm each day. No plastic or rubber inflatable structures for the purpose of bouncing shall be allowed in any yard area. The Board retains the right to remove, without any notification to Owner, any portable sports apparatus in violation of this requirement or the Master Declaration.

## **N. DRAINAGE AND FILL**

Plans are required. Photos of subject area are required.

- 1) Lots in Escena have been designed and graded so that all drainage flows to the adjoining street(s) or to existing drainage outlets. This drainage scheme must be maintained and not altered. The grading or drainage of any lot shall not be altered in such a way that drainage flows against Master or Neighborhood Association Walls or Party Walls, neighboring lots, or Community areas.
- 2) Some drainage systems within the Community serve more than one property. Owners are prohibited from interfering or altering such shared drainage systems.
- 3) All landscape and hardscape areas, and all roof-drain and gutter downspouts, shall drain to underground pipe systems that direct runoff water to the adjacent street(s).
- 4) No concrete shall be poured, or fill dirt placed, against any Master Association Wall or side yard fence.

## **O. SATELLITE DISHES AND ANTENNA**

Plans are required. Photos of subject area are required.

Satellite dishes and antennas are subject to all applicable federal, state and local laws. Installation of a satellite dish, antenna or other transmitting or receiving device (each, a Device) and must comply with Article VIII, Section 16 of the Master Declaration. Any Devices installed in or affecting a Community common area is subject to DRC review and approval.

- 1) Satellite Dishes
  - a. Each Device may not exceed one meter in diameter.
  - b. The preferred location for the installation of any Device is the **least visible location** possible, preferably in the Rear Yard or in an Enclosed Court Yard. All Devices shall be screened from street view where practical, provided that such screening does not affect the Device's acceptable quality signal or impose unreasonable expense or installation delay.
  - c. The preferred location for the installation of any Device mounted on the roof of a Dwelling is that which has no visibility from adjoining streets.
  - d. On sloping roofs, the preferred location for any Device is that in which the Device does not exceed the ridgeline of the Dwelling.
  - e. All wires and cables shall be installed within the Dwelling walls or securely mounted on the Dwelling and shall not hang or dangle. Wiring shall be run along the corners of the Dwelling and fascia boards to the nearest entry Dwelling entry location and shall be painted to match the adjacent surface where visible on the exterior of the Dwelling.
  - f. After completion of installation, a "Notice of Completion" shall be submitted to the DRC with a photograph of the installed Device, clearly depicting the location of the satellite Device.
  - g. The Association may require that any Device installed contrary to the above-specified locations and restrictions be reinstalled in compliance with same, unless it is demonstrated that an acceptable quality signal cannot be obtained, or that such imposes unreasonable expense or delay.
- 2) Radio and Other Antennas
  - a. No standard size (6 feet or taller) exterior radio antenna, Citizens Band (CB) antenna, ham radio or other similar radio receiving or broadcasting device of any type shall be erected or maintained in the Community. (See Article VIII, Section 16, Page 84 of the CC&Rs for additional information and details.)

- b. Any antenna should be installed in the least visible location possible, preferably in the Rear Yard or in an Enclosed Court Yard. Any antenna must be installed a minimum of 12 feet behind the front of the Dwelling or garage.
- c. Miniature or compact antenna Devices that are installed in the rear or side yard or private courtyard with NO visibility to any neighbor or to the street may be installed, subject to DRC submission and approval.
- d. No roof mounting is permitted unless the Device can be mounted with NO visibility to the street, which must be clearly demonstrated in the DRC application for approval.
- e. After Completion of installation, a Notice of Completion shall be submitted to the DRC with a photograph of the installation device, clearly depicting the location of the antenna Device.
- f. The Association may require that any improperly installed antenna Device be removed and properly installed with DRC approval.

**P. FLAGPOLES, FLAGPOLE ATTACHMENTS AND FLAGS**

Plans are required, but may be focused on the area of installation. Manufacturer's descriptions of style, color and material are required.

- 1) Flagpoles and/or flag standards used exclusively to display the U.S. flag do not require DRC approval. When displaying the U.S. flag, Owners must follow the United States Flag Code.
- 2) Flags other than the U.S. flag, and flagpoles and standards used to display them, require DRC approval, and are subject to the following guidelines:
  - a. No more than one flagpole may be installed for each Dwelling. The flagpole shall not exceed the height of the front eaves of the Dwelling.
  - b. Flag standards may be attached to the Dwelling; however, no more than one attachment is allowed.
  - c. Flags may not exceed 15 square feet in size and must be made out of fabric or nylon. Flags must be appropriately maintained (not faded or shredded) or be subject to removal by the DRC.

**Q. EXPOSED EQUIPMENT**

Plans are required. Photos of subject area are required.

- 1) Installation of mechanical equipment such as air conditioning compressors, water-conditioning tanks, and swimming pool heaters and filters must be shielded from view from the street, neighboring properties, and any Community spaces. No equipment may protrude above any adjoining fence or wall.
- 2) No equipment shall be attached to or in contact with any Master or Neighborhood Association Walls or Party Walls.
- 3) Line sets or other equipment attached to exterior walls shall be painted to match the underlying surface.

**R. WINDOW TREATMENTS**

Plans are required, but may be focused on the area of installation. Photos are required. Manufacturer's descriptions of style, color and material are required.

- 1) Tinting or other permanent coating of windows shall require DRC approval.
- 2) Exterior metal "security" bars or grilles are prohibited.

- 3) The installation of exterior shutters or other exterior decorative details shall require DRC approval and should be compatible with the home's existing architecture and color scheme.

#### **S. SOLAR ENERGY EQUIPMENT**

Plans are required.

- 1) All proposed solar energy systems require DRC approval. Plans and specifications must include the following information:
  - The number and location of panels and all other equipment.
  - All contractor and/or engineering drawings and equipment lists.
- 2) Solar panels, collectors, and all other equipment shall be located in the least visible locations when viewed from the street, provided that such locations do not significantly increase the cost of the system or significantly decrease the system's efficiency or specified performance. Water lines, electrical lines, and other equipment attached to exterior walls shall be painted to match the underlying surface.
- 3) All solar systems shall apply for and receive all necessary governmental approvals prior to installation, and shall be installed by contractors licensed in the State of California. No owner-installed systems are permitted.
- 4) Copies of permits issued by the City or other governmental agencies must be supplied to the HOA prior to the commencement of construction.

#### **T. SCREEN DOORS AND SECURITY DOORS**

Plans are not required, but manufacturer's descriptions of style, color and material and photo of proposed location are required.

- 1) Applications to the DRC for approval of Screen Doors or Security Doors shall include the location of proposed doors and their material, color, and trim. Concealed screen doors do not require DRC approval.
- 2) Door materials, trim, and colors shall be consistent with the exterior colors of the Dwelling.
- 3) All screen doors must be installed within the existing door jamb or use a suitable trim which matches the existing Dwelling trim.
- 4) Standard brushed aluminum finish screen or security doors are prohibited.
- 5) Retractable ("invisible" or disappearing) screen doors do not require DRC approval.

#### **U. STORAGE SHEDS AND BINS**

Plans are required. Manufacturer's descriptions of style, color and material and photo of proposed location are required.

- 1) Storage Sheds are defined as semi-permanent structures that are frequently pre-built and assembled on site. Storage Sheds require DRC approval. The application for approval should include a diagram showing the location of the Shed, along with a manufacturer's brochure or photograph depicting how the Shed will look when placed on site.
- 2) Storage Bins are small, quick-assembly or pre-assembled units moved on site. Storage Bins do not require DRC approval if they meet all of the requirements below.
- 3) Storage Sheds and Bins shall not be visible from any street or Community area.
- 4) Storage Sheds and Bins shall be located behind the masonry wall surrounding the Rear Yard, and built to a height less than the height of the masonry wall. DRC approval is required for heights that exceed the wall height.

- 5) Storage Sheds shall be of a color and style consistent with the Dwelling.
- 6) No Storage Shed or Bin shall be attached to the Dwelling or to any builder-provided wall or fence.
- 7) No Storage Shed shall be allowed in the Primary Front Yard or in the visible portion of the Secondary Front Yard.

#### **V. SECURITY SYSTEM SIGNAGE**

Plans are not required, but clear identification of proposed location and photo (or rendering) are required.

- 1) The identification of a home security system is limited to one sign no larger than 12 inches square located in a planted area of the Primary Front Yard, no further than 3 feet from the Dwelling. The sign shall not exceed 3 feet in height and shall not be attached to the Dwelling or garage.
- 2) A maximum of one security system signs may be placed in the Rear Yard of the Dwelling, except that a maximum of 2 security system signs may be placed in the Rear Yard of a Dwelling that abuts the golf course property.
- 3) Window stickers no larger than 4 inches square are permitted with only one sticker per window.
- 4) Signage for all other purposes shall be in accordance with the Master Declaration.

#### **W. EXTERIOR LIGHTING**

Plans are required. Manufacturer's descriptions of style, color and material and clear identification of proposed location and photo (or rendering) are required.

- 1) Applications to the DRC for approval of exterior lighting shall include a diagram or plan showing the type and location of all proposed lights, and photographs or brochure pages of the light fixtures. All new lighting fixtures, not originally provided by the home builder, must be covered or down lights.
- 2) Up Lighting is defined as a fixture that is pointed at an angle more than 45 degrees above horizontal. Down Lighting is defined as a fixture that is pointed at an angle of 45 degrees or less below horizontal.
- 3) Exterior landscape lighting and walkway (or pathway) lighting shall be low-voltage type and controlled by a timer.
- 4) Lights are to be directed onto the applicant's property and screened to prevent light spillage onto adjacent property. Security lighting shall not be used for path lighting.
- 5) Exterior lighting fixtures shall be compatible with the architectural style, color scheme, and scale of the Dwelling.
- 6) All wiring of landscape lighting and walkway lighting in the Primary and Secondary Front Yards shall be completely buried or otherwise concealed from view.
- 7) Decorative lighting (other than Seasonal Lighting), area lighting, game-court lighting, light fixtures mounted on posts or poles, exposed fluorescent lamps, flashing lights, colored lights, unshielded exterior lights, and any fixtures producing white light with a color temperature above 3000K are prohibited.
- 8) Security lights or motion detectors for security illumination are strongly discouraged but may be allowed subject to DRC approval.
- 9) Any lighting, whether exterior-mounted or emanating from inside a home, that in the sole and reasonable discretion of the Board and/or Design Review Committee, as applicable, causes unreasonable light pollution, light trespass, casts unreasonable glare or excessive light, or which shines directly into a neighboring property, or otherwise causes a nuisance, is prohibited and must be removed, sufficiently redirected, or replaced with different lighting that is compliant with the governing documents.

- 10) Seasonal holiday decorative lighting, whether flashing, pulsing or steady, generated by typical, commercially available light emitting diodes (LED), are generally permitted and may be installed without the approval of the DRC, provided they do not, individually or cumulatively, cause an unreasonable amount of light pollution, light trespass, glare or excessive light, or otherwise constitute a nuisance. Holiday lights shall be permitted no earlier than November 1<sup>st</sup> and must be removed no later than January 15<sup>th</sup>. The DRC reserves the right to require removal of holiday lighting or displays deemed to create traffic congestion or that cause light pollution, glare or excessive light.

#### **X. DOG HOUSES AND DOG RUNS**

Plans are required. Photos of the subject area are required.

Construction and/or installation of dog houses and dog runs require DRC approval.

- 1) Dog houses and dog runs are to be located in the Rear or Side Yard adjacent to the garage side of the adjacent Dwelling.
- 2) Dog houses and dog runs are also to be located out of sight or screened from surrounding properties.
- 3) Noise attenuation for neighboring Owners must be taken into consideration. The DRC reserves the right to require removal of any dog house or dog run, whether or not approved, deemed to result in excessive noise to those in nearby residences.

#### **Y. PERMANENT BARBECUES, EXTERIOR FIREPLACES AND FIRE RINGS**

Plans are required, but may be focused on the area of installation (rear yard). Manufacturer's descriptions of style, color and material and clear identification of proposed location and photo (or rendering) are required.

Construction of permanent barbecues and fire rings requires DRC approval.

- 1) Permanent barbecues and fire rings are to be located in the Rear Yard or Enclosed Court Yard only. Chimneys of outdoor fire places cannot exceed 6 feet in height.
- 2) Applications for Permanent Barbecues, Exterior Fireplaces and Fire Rings shall provide the following information:
  - Dimensions (including height).
  - Materials and colors.
  - Elevation drawings
  - Location in relation to Dwelling, adjacent structures, walls and property lines.

## Appendix A

### **Allowed Landscaping Materials**

All plants contained in the publication *Lush and Efficient* may be used in landscaping applications within Escena. *Lush and Efficient* is published by the Coachella Valley Water District and available at the district's office or online at their website, with the following notes:

#### **1. We advise you NOT to use the following plants-they don't thrive in the low desert:**

- Buddleja davidii 'Butterfly bush' - Sumac (chaste tree of vitex might work better depending on space)
- Alyogyne huegelii 'Blue hibiscus'
- Salvia
- Spurge
- Mexican Fence Post Cactus
- Dodonaea Viscosa 'purpureaum' - purple variety
- Water loving plants not listed in the Coachella Valley Water Agencies publication "Lush and Efficient"

#### **2. Prohibited plants**

- African fountain grass – this is an invasive species and cannot be planted in Escena
- Ficus Benjamina trees or hedges - this variety cannot be planted in Escena (the roots are too invasive to put this hedge against either walls or structures)
- Tamarisk or Salt Cedar– They are invasive, steal water and volunteers must be removed

## **Appendix B**

### **Original Paint Color Schemes By Builder**

All available color palettes by builder and Neighborhood are available for download from the Escena / Management company web sites.

Appendix C

**Escena  
Home Improvement Application**

Applicant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Escena Address: \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Contact Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Description of Proposed Improvement: \_\_\_\_\_

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

Proposed Length of Construction: \_\_\_\_\_ Days/Weeks/Months [Circle One]

Variance Requested as part of application \_\_\_\_\_yes\_\_\_\_\_no. If yes, Describe your variance request.

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

**Builder Information:**

Builder Name \_\_\_\_\_

Builder Address \_\_\_\_\_

Phone \_\_\_\_\_

State License Number \_\_\_\_\_

Copy of required Insurance attached \_\_\_\_\_yes\_\_\_\_\_no

Applying as an owner builder \_\_\_\_\_yes\_\_\_\_\_no , If yes, attach Appendix G

If you believe a site visit by the committee would be helpful, check here

Please complete this application and submit along with all required documentation to:

ESCENA COMMUNITY ASSOCIATION  
c/o The Management Trust  
PO Box 13710  
Palm Desert, California 92255  
760.776.5100

For the Design Review Committee to properly review applications, they must include all required information and documentation. Plans, drawings, photos and any other information must be legible. The HOA has instructed the management firm that applications which are incomplete or not legible will be held in abeyance and not reviewed until they are complete and legible.

General:

**PLANS:** CAD output (usually high-quality PDF) is preferred (required for projects that involve architect or building department review), but plans for simple projects may be hand-drawn. Whether CAD or hand drawn, plans must be legible, clear, complete, to scale and include the footprint of the dwelling. If the plan is large-scale, and requires enlargement to read details, it must remain legible. The specific scale of the plan does not matter, as long as there is a scale, although plans requiring an architect's review may have specific scale requirements.

**PHOTOS:** Photos must be in color and must be submitted as original files (i.e., JPG, PDF or embedded in electronic documents) - no photocopies. Photos of the subject locations are recommended in all cases; an application without appropriate photos may be deemed incomplete.

**VARIANCES:** An application requesting a variance from the guidelines shall include an explanation of why the variance is justified.

On your plans, include:

- The location of your Dwelling on the lot, and the dimensions from the property lines.
- ALL dimensions (length, width, and height) of the proposed Improvement(s) and the relation to the existing Dwelling.
- Description of all materials, colors, and finishes.
- Location of any changes to utility lines (e.g., gas, electricity) or site drainage.

Note: It is your responsibility to depict any easement which may be on your Lot or Condominium and indicate the location and type of easement on this application and on the plans. Please refer to the documents you received in connection with the purchase of your home for more information regarding such easements (e.g., recorded legal documents, exhibits, title insurance policy, plot plans, etc.).

**Appendix D**

**Notice of Completion**

ESCENA COMMUNITY ASSOCIATION  
c/o The Management Trust  
PO Box 13710  
Palm Desert, California 92255

Re: Application for: \_\_\_\_\_  
(List Improvements)

Notice is hereby given that:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Neighbor Name)

\_\_\_\_\_  
(Lot #)

The work for the Improvements listed on this Notice of Completion (“NOC”) was completed on \_\_\_\_\_ in accordance with the DRC’s written approval of the above Owner’s plans and submittal package. Attached are dated photos (dated by camera or dated on reverse side), sufficient number to provide visual details of each Improvement from various angles for completed work to be reviewed by the DRC\*.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Owner’s Name

\_\_\_\_\_  
Dated

*Unless another timeframe is specified in these Design Guidelines or the Master Declaration, all construction of Improvements should be completed within ninety (90) days from the date of approval by the DRC. This NOC should be sent to the DRC within thirty (30) days after completion of the Improvements. After receipt of the NOC, the DRC may conduct an inspection of the completed Improvements and notify you within thirty (30) days after said inspection of noncompliance (if applicable).*

*\*The DRC may request additional photos or on-site inspection to confirm full compliance with approved plans.*

**Appendix E**

**Notice of Satellite Dish Installation**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Escena Address:** \_\_\_\_\_

**Mailing Address (if different)** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Satellite Dish Agreement:**

I, \_\_\_\_\_ (Insert your name), have read the “Satellite Installation Requirements” set forth in Section 3, “O” of the Design Guidelines and agree to install the Device in accordance therewith. The Device will be installed on \_\_\_\_\_ (Insert Install Date).

I understand that if the Device CANNOT be installed in accordance with the Satellite Installation Requirements, I must submit an application to the Design Review Committee of the Master Association or my Neighborhood Association (as applicable) for architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the Device is not in FULL and COMPLETE compliance with the Satellite Installation Requirements, the Master Declaration and all applicable federal, state and local law, regulations or ordinances, I am responsible for ALL costs incurred in connection with bringing the Device into compliance. I also understand and agree that I am responsible for any damage resulting from the installation of the Device.

I understand if I sell my home, I am responsible for the removal of the Device and must repair any and all damage to the area where the Device was installed, including all areas of wiring, etc.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Mail to:  
Escena Community Association  
c/o The Management Trust  
PO Box 13710  
Palm Desert, California 92255**

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**Association Use Only**

- IN COMPLIANCE
- NOT IN COMPLIANCE

Corrections Required: \_\_\_\_\_

\_\_\_\_\_

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

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

## Appendix F

### **Acknowledgement of Contractor Requirements**

The following Contractor Requirements are included as part of the Escena Design Guidelines. Owners having Contractors perform work covered by the Escena Design Guidelines shall have *each* Contractor sign this form, acknowledging that the contractor has read and understands the Contractor Requirements in the Escena Design Guidelines, and shall return the signed forms to the HOA's contracted property management firm.

#### **Contractor Requirements:**

Construction must be performed by a properly licensed and insured contractor and appropriately supervised employees of the contractor who are covered by the contractor's worker compensation insurance policy. The contractor may not use any independent contractor or worker who is not covered by or exempt from carrying workers compensation insurance. Each submittal package must include the contractor's active California license number, a copy of the contractor's license to do business in the City and all applicable bonding and insurance certificates and endorsements. At a minimum, each contractor performing any structural modifications or activity that requires a City building permit must maintain and have in effect throughout the duration of its performance of the Improvement work the following insurance:

- a. workers compensation insurance in the amounts required by California law, unless exempt;
- b. commercial automobile insurance with limits of \$500,000 in the aggregate; and
- c. commercial general liability insurance with limits of \$1,000,000 in the aggregate.

Depending on the Improvement work to be done, the Board may require additional insurance coverage or increased insurance limits. The form of the insurance policies must be acceptable in all respects to the Board, and the commercial general liability insurance policy must name the applicant and the Master Association or the Neighborhood Association (as applicable) as additional insureds.

Prior to the commencement of construction, the applicant's contractor shall agree in writing to indemnify the Master Association (Appendix H-2).

If a contractor does not meet the licensing, insurance or indemnification requirements of this section, the application may still be approved if the owner agrees in writing to indemnify the HOA from and against any and all claims, damages and other liability arising out of the construction of the Improvement (Appendix H-1). In the event that the applicant is acting as their own contractor and/or listing themselves as an Owner-Builder, they must submit an Owner Builder Acknowledgement and Verification Form (Appendix G).

Contractor equipment, including trailers, storage containers and/or port-a-potties, are not allowed on any streets or common areas in the Community. All contractors shall comply with the parking rules and regulations established by Declarant, Neighborhood Builders, the Master Association and/or any Neighborhood Associations (as applicable). Contractor signs are not to be posted in any home (including yards) or on Association Property.

Owners are responsible for supplying all contractors with Appendix F (a copy of these requirements), and for ensuring that contractors comply with these Design Guidelines. Notwithstanding the foregoing, the DRC or its designated representatives shall have the right, but not the obligation to (a) demand proof of compliance by the applicant's contractor with the provisions of these Design Guidelines to ensure there is no potential for damage or other adverse impacts to adjoining Dwellings or the Association Property, and (b) require the applicant's contractor to cease all Improvement work immediately if the contractor has failed to comply with these Design Guidelines.

#### **Acknowledgement**

I acknowledge that I have read, and received a copy of, the above Contractor Requirements for Escena.

Name of Contractor: \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

## Appendix G

### **Owner-Builder Acknowledgment and Verification Form**

Please read and initial each statement below to demonstrate you have read and understand same:

- \_\_\_\_\_ 1. I am the Owner-Builder of the proposed improvements at the property located at the following address: \_\_\_\_\_
- \_\_\_\_\_ 2. I am performing improvements on the property directly myself or through others who do not hold a contractor's license. I am aware that I may be held liable and subject to serious financial risk for any injury or damage suffered or caused by unlicensed persons and their employees while working on my property. I am aware that my homeowners' insurance policy or other insurance policies held by me may not cover any of such loss, claim or damage. I am also aware I may be deemed an "employer" under state and federal law pertaining to the use and hiring of persons who do not hold contractor's licenses and who perform work of a value of at least \$500. I have the right to consult with my own legal counsel or other professionals as to the ramifications of the above.
- \_\_\_\_\_ 3. I am responsible for obtaining and supplying copies of all required City permits to Escena HOA, and am responsible for compliance with all applicable codes, ordinances, laws and regulations pertaining to the improvements, and with compliance with all regulations governing Owner-Builders as well as Employers,
- \_\_\_\_\_ 4. I am aware that the City may also require me to sign and submit an Owner-Builder Verification Form prior to any permit being issued pertaining to the proposed work.
- \_\_\_\_\_ 5. If at any time I determine to engage a licensed contractor for any portion of the construction and installation of the improvements, I agree to immediately submit additional documents pertaining to such Contractor(s) to the Association, including but not limited to proof of license, insurance, and the Contractor's Indemnity Re: Construction of Improvements.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Mailing Address (if different than Property)

\_\_\_\_\_  
Phone Number

**Appendix H-1**

**Owner's Indemnity**

1. Unless specifically agreed otherwise in writing by the Board or Design Review Committee, the Owner agrees to assume the cost of any additional maintenance, damage or repair or replacement to the Common Area or surrounding properties arising directly or indirectly in connection with the construction and installation of the subject improvements.
  
2. As part of the approval process, the Association may engage a professional at Owner's expense to assist in the review of any application for proposed improvements. Such review may not be relied upon by the owner as to ensure whether such plans are adequate or correct from a legal, architectural, structural, or engineering standpoint. Owner is responsible either independently or through appropriate professionals to confirm the adequacy and sufficiency of Owner's plans.
  
3. Owner agrees that Owner shall be responsible to ensure compliance with any applicable governmental regulations, ordinances and/or codes, and will obtain all necessary permits in connection with the proposed plans and improvements. Owner shall submit copies of all such documents evidencing permits/approval.
  
4. Owner hereby agrees to release, indemnify, defend and hold harmless the Association, its officers, directors, representatives and agents ("Association entities") against: (1) any and all claims, damage or loss which may arise in connection with the construction and installation of the improvements, including but not limited to personal injury and property damage, compensatory damages, costs, and attorney/expert fees; (2) any mechanic's lien or other similar liens placed against the Common Area in relation to the construction and installation of the improvements; and (3) any claims brought by any contractor or contractor's employees against the Association in connection with the construction and installation of the improvements.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Mailing Address (if different than Property)

\_\_\_\_\_  
Phone Number

**Appendix H-2**

**Contractor's Indemnity Re: Construction of Improvements**

1. Contractor intends to perform work at \_\_\_\_\_ (property address) located within the Escena community.
  
2. Contractor shall be responsible for the cost of any additional maintenance, damage or repair or replacement to the Common Area or surrounding properties arising directly or indirectly in connection with Contractor's activities or work relating to the improvements.
  
3. Contractor shall abide, and shall ensure its employees, subcontractors and representatives and agents abide, by all applicable ordinances, laws, regulations and codes while working within the Escena community.
  
4. Contractor hereby agrees to release, indemnify, defend and hold harmless the Association its officers, directors, representatives and agents ("Association entities") against any and all claims, damage or loss which may arise in connection with Contractor's construction and installation of the improvements, including but not limited to, personal injury and property damage, compensatory damages, costs and attorney/expert fees.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contractor's License Number