

**EXHIBIT A**

**ARCHITECTURAL AND LANDSCAPING APPROVAL APPLICATION**

Submittal Check List: (Please include the following)

- (1) Architectural and Landscaping Approval Application (Exhibit A)
- (2) Conditions of Approval and Disclaimer (Exhibit B)
- (3) Neighbor Notification Statement (Exhibit C)
- (4) Two (2) sets of plans with each page of the plan signed and dated by the applicable Neighbors listed in the Neighbor Notification Statement.
- (5) Plans must include:
  - (a) Description of proposed improvement/landscaping (i.e., names of plants, types of materials to be used, types of wood surfaces to be used, color scheme, etc.)
  - (b) Location of proposed improvement/landscaping in relationship to your residence location and residential lot line(s)
  - (c) Complete dimensions of proposed improvement/landscaping
  - (d) Location of improvements in relationship to neighboring residences and neighboring residences' lot line(s)
  - (e) Location of drains, any easement areas, or building restricted areas (if any).

Please submit the above documentation to:

Sabre Springs Neighborhood Homeowners' Association  
c/o The Prescott Companies  
5966 La Place Ct., Suite #170  
Carlsbad, CA 92008

HOMEOWNER NAME: \_\_\_\_\_

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

DAYTIME PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_

LOT NO: \_\_\_\_\_ DATE: \_\_\_\_\_

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

ANTICIPATED COMPLETION DATE: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

HOMEOWNER'S SIGNATURE: \_\_\_\_\_

ARCHITECTURAL COMMITTEE: _____	DATE: _____
( )	APPROVED
( )	DISAPPROVED, please resubmit with additional information noted or elimination of item(s) noted.

**EXHIBIT B  
PAGE 1 OF 4**

**SABRE SPRINGS NEIGHBORHOOD HOMEOWNERS' ASSOCIATION  
APPLICATION FOR PROPOSED IMPROVEMENTS  
CONDITIONS OF APPROVAL AND DISCLAIMER**

1. Unless specifically agreed otherwise in writing by the Board of Directors ("Board") of the Sabre Springs Neighborhood Homeowners' Association ("Association"), approval of an Owner's ("Applicant") submitted plans is expressly conditioned upon the Applicant agreeing to assume the cost for any additional maintenance directly or indirectly caused by the proposed modification(s), addition(s), or improvement(s).
2. During the review process, the Association may require that its architect, landscape consultant, attorney, contractor, etc., review the Applicant's submitted plans detailing the proposed improvements. SUCH REVIEW(S) ARE LIMITED IN SCOPE TO AESTHETIC ISSUES AND MAY NOT BE RELIED UPON BY THE APPLICANT TO ENSURE CORRECTNESS OF PROPOSED IMPROVEMENTS, AS DETAILED IN APPLICANT'S SUBMITTED PLANS, FROM EITHER A LEGAL, ARCHITECTURAL, STRUCTURAL, ENGINEERING, LANDSCAPING, ETC., STANDPOINT. Further, the Applicant may be required to submit a fee, payable to the Association, in order for the Association to process and/or review (including the use of qualified consultants) the application.
3. Any approval from the Architectural Review Committee ("ARC") is limited to a determination as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finish grade levels of the improvements proposed to be built/installed on Applicant's property. Applicants must comply with all provisions of the covenants, conditions and restrictions recorded against his/her property especially as to any building restrictions, easements, or height restrictions.
4. The Applicant agrees and represents that the Applicant has reviewed the entire set of the Association's Covenants, Conditions and Restrictions, as well as, the Association's Architectural Guidelines prior to submitting the proposed plans. The Applicant further agrees that he/she must comply with all provisions of the Association's Governing Documents.
5. Neither the ARC nor the Association is responsible for any mistakes in judgment, negligence or nonfeasance arising in connection with the approval or disapproval of any plans or specifications. Further, any approval from the ARC does not constitute a waiver of any requirements required by any applicable governmental agencies. It is not the duty or responsibility of the ARC to check compliance with any of the Association's Governing Documents, building ordinances, proper building practices and designs. This responsibility is solely that of the Applicant and is subject to the approval and enforcement rights set forth in the Association's Governing Documents.
6. In approving the Applicant's submission, the Association neither assumes responsibility or liability for the Applicant's compliance, nor waives its rights to hereafter enforce the Applicant's (or any subsequent purchaser of the property at issue) compliance. Any delay or oversight in enforcing a provision within the Governing Documents does not constitute waiver of that provision and therefore, must be corrected upon notice.

**EXHIBIT B**  
**Page 2 of 4**

7. The Applicant agrees and represents that the he/she understands that the proposed improvements may require a permit from the City/County Building Department and/or other governmental agency and it is the Applicant's responsibility to verify if the proposed improvements will require any such permits. Further, the Applicant agrees and represents that the Applicant will ensure that all required permits are obtained and will forward copies of all permits obtained for the proposed improvements to the Association prior to (if proposed improvements are approved by the ARC) the actual installation of the proposed improvements.
8. Neither the Association nor the ARC makes any representations or judgments as to the soundness of engineering design, appropriateness of building materials used, compliance with local building requirements, approval as to the Owner's property boundaries or approval as to access and/or encroachments onto the property of another, onto easements (including, but not limited to, the City of San Diego's easements, the Association's easement areas or third party easement areas) or onto the Association's Common Area.
9. No Applicant may encroach on or beyond the property line of his/her Lot (by installing improvements, or by access), onto an easement area (including, but not limited to, the City of San Diego's easements, the Association's easement areas, or a third party easement area), the Association's common area, or onto the property of another.

If there is an easement area (i.e., Association-maintained easement area, City of San Diego easement area, building-restricted easement area, etc.) located adjacent to an Applicant's property, structural improvements will not be allowed on that area and access to this area (for purposes of construction) may be permitted (in very limited circumstances) only with the prior written consent of the Board of Directors. The ARC does not have the jurisdiction to authorize access onto Association Common Areas, Association maintained easement areas, building-restricted easement areas, all other easement areas, or the property of another, and no ARC approval of any plans should be interpreted as granting such approval by the ARC and/or the Board. If access onto the property of another, or onto the Common Area, or an easement area is needed, the Applicant must show that prior written approval has been obtained from the Board of Directors.

10. Approval of an Applicant's application, plans and specifications by the ARC is not authorization (either by the ARC or the Association) to proceed with improvements or access onto any other owner's property and/or the Association's Common Areas, Association-maintained easement areas, other easement areas (e.g. open space easement areas, City of San Diego easement areas, building-restricted easement areas) other than the property owned by the Applicant. All Applicants are solely responsible for verifying their property's boundaries, the location of any adjacent Common Area or easement areas contained on the properties (etc.) and identifying them, in detail on the Owner's plans. No Applicant may encroach on or beyond the property line of his/her Lot (by installing improvements, or by access), onto an easement area (including, but not limited to, the City of San Diego's easements, the Association's easement areas, or a third party easement area), the Association's common area, or onto the property of another. All Applicants are also solely responsible for obtaining the requisite consents for proposed improvements

**EXHIBIT B**  
**Page 3 of 4**

and/or access on the property of another, on easement areas (i.e. open space easement areas, City of San Diego easement areas, Association-maintained easement areas etc.) and/or other encumbered areas. All Applicants must clearly show and identify on their plans their property lines, as well as, any encroachments onto the property of another, easement areas (including, but not limited to, the City of San Diego, Association-maintained or other easement areas), and Association Common Areas. All Applicants must submit evidence that prior written approval for proposed improvements and/or access on any of these described areas have been obtained.

11. Neither the Association nor the ARC is responsible for ascertaining property boundaries and/or locations of easements and other encumbrances on your property or adjacent properties. All Applicants are responsible for ascertaining their property's boundary lines and the location of easements (if any), encumbrances (if any) on their property or adjacent properties which will be affected by the Applicant's proposed improvements. No construction will be permitted on Association easement areas or the Association's Common Area, unless prior written consent of the Association (and not the ARC) has been obtained.
12. No installation of any proposed improvements shall be done which may change the existing drainage patterns. Further, any City/County and/or other governmental agency approval (i.e., issuance of permit) is not considered authorization to change the drainage plans installed by the Developer.
13. The Applicant agrees to fully indemnify and defend the Association and/or any third parties for any damages resulting from the Applicant's proposed improvement(s) or from the ARC's approval or disapproval of the application. In addition, the Applicant acknowledges that the Applicant's proposed improvement(s) may impair remaining Developer warranties, if any.
14. Any damage to the Association's property resulting from installation of the Applicant's proposed improvements shall be replaced or repaired by an Association contractor and/or subcontractor. All applicable charges for restoration, repair or replacement will be charged back by the Association to the Applicant who caused the damage in question, after the Applicant has been called to a due process hearing, and found to be responsible for the charges. The charges will be due and payable within thirty (30) days from notification or assessment of penalties. Applicants are responsible, at all times, for the actions of their contractors, sub-contractors or their tenant's contractors.

**EXHIBIT B**  
**Page 4 of 4**

Please note that ARC requests will be reviewed as quickly as possible. However, the Association's Governing Documents allow up to sixty (60) days for processing and review. Approval of the proposed improvements by the Association does not change or abrogate the Applicant's obligation to (i) obtain all necessary permits, (ii) comply with the Association's Governing Documents and/or (iii) comply with all applicable governmental regulations.

I/we certify that I/we am/are the legal owner(s) of the property at the address noted below, and I/we have read, understand and am/are in compliance with all requirements and restrictions noted within this Conditions of Approval and Disclaimer form.

I/we assume the responsibility for any work, including conformity of completed improvements to the submitted plans and specifications as approved by the Association and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval.

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

Accepted by: \_\_\_\_\_

Applicant's Signature

\_\_\_\_\_  
Applicant's Name

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

Accepted by: \_\_\_\_\_

Applicant's Signature

\_\_\_\_\_  
Applicant's Name

**PLEASE NOTE: INCOMPLETE APPLICATIONS ARE CONSIDERED DENIED**

**EXHIBIT C**  
**Page 1 of 3**

**NEIGHBOR NOTIFICATION STATEMENT**

It is the intent of the Sabre Springs Neighborhood Homeowners' Association Architectural Review Committee ("ARC") to consult neighbors on any proposed owner-improvements that may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular improvement shall only be advisory and shall not be binding in any way on the ARC's decision. **Have your neighbors sign and date this form in the corresponding spaces in accordance with the diagram below. Further, have your neighbors sign and date each page of your plans.**

A. Definitions:

**Facing Neighbor:** Means the three (3) residences directly across the street, if the front yard is being altered.

**Adjacent Neighbor:** Means all residence(s) with adjoining property lines to your residence [i.e., to the side and rear of your property].

**Impacted Neighbor:** Means all residences immediately surrounding the area which would be affected by the construction of any improvement. \*\*\*\* For homes which have short cul-de-sacs across the street from them, "impacted neighbors" would also include all homes located within that short cul-de-sac, since all the cul-de-sac homes may be impacted by your front yard improvements.

B. Improvements Requiring Notification:

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

C. Statement:

This Neighbor Notification Statement must be provided to the ARC to verify the neighbors have been notified about the proposed improvements.

**EXHIBIT C**  
**Page 2 of 3**

APPLICANT'S NAME: \_\_\_\_\_

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


PHONE: \_\_\_\_\_

**NOTE:** Neighbors A & B must sign all applications. If the improvement is in your back yard, neighbors C, D and E and all other impacted neighbors must also sign. If the improvement is in the front yard, neighbors F, G and H must also sign. If no neighbors exist, or there is a vacant lot, please specify: "NO NEIGHBORS", "VACANT LOT" or "NOT APPLICABLE (NA)".  
**FAILURE TO HAVE THIS SECTION COMPLETED WILL DELAY YOUR APPLICATION.**

<b>C</b> Rear Neighbor (adjoining rear property)	<b>D</b> Rear Neighbor (adjoining rear property)	<b>E</b> Rear Neighbor (adjoining rear property)
<b>A</b> Adjacent Neighbor (left adjoining property)	<b>YOUR HOME</b>	<b>B</b> Adjacent Neighbor (right adjoining property)
<b>YOUR STREET</b>		
<b>F</b> Facing Neighbor (Front)	<b>G</b> Facing Neighbor (Front)	<b>H</b> Facing Neighbor (Front)

NEIGHBOR	PRINT NAME AND ADDRESS	COMMENTS (ATTACH ADDITIONAL COMMENTS TO THIS FORM)	ACKNOWLEDGING SIGNATURE	LOT #	Date
A					
B					
C					
D					
E					
F					
G					
H					

**EXHIBIT C**  
**Page 3 of 3**

<p><b>* If there are Additional Signatures required other than those indicated above, you must obtain signatures for those lots using the corresponding lines below:</b></p>		
<p><b>Impacted Neighbor</b> Location: _____  _____</p>	  <p><b>Impacted and/or Additional Properties</b> Indicate location i.e., left, right, front or rear (including homes across the street in short cul-de-sacs).  [Use an additional sheet of paper if necessary.]</p>	<p><b>Impacted Neighbor</b> Location: _____  _____</p>
<p>Lot # _____ Address _____  Neighbor Name _____  Neighbor Signature _____</p>		<p>Lot # _____ Address _____  Neighbor Name _____  Neighbor Signature _____</p>
<p><b>The above Neighbors (including those listed as impacted neighbors) have seen the plans I/we am/are submitting for ARC approval and signed and dated each page of the proposed plans. I/we acknowledge that neighbor objections do not, in themselves, cause denial of my application, however, those concerns may be considered by the ARC.</b></p>		

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Additional Applicant Comments : \_\_\_\_\_

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

The following Neighbors were unavailable (indicate location of Neighbor and insert dates and times when attempts were made to obtain their signatures):

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