

# California Tradewinds

## **RULES ENFORCEMENT PROCEDURE ESTABLISHED APRIL 1997**

### RESIDENT'S ACTION

All residents have the right and responsibility to bring to the attention of the Association, through the Board of Directors, any infraction or violations of the declaration of Covenants, Conditions, and Restrictions.

### OWNER'S VIOLATION LETTER

A warning letter will then be sent to the alleged violator asking that the specified violation be corrected. If there is any questions or concerns with the complaint's validity, the Board of Directors and Rules and Regulations Committee will address those questions or concerns.

### NOTICE OF HEARING

If the violation is not corrected within the amount of time set forth in the letter or continues to be repeated, the Board of Directors will instruct Avalon Management to send a letter notifying the Homeowner (and tenant if applicable) to attend a hearing to dispute the alleged violation.

Following the notice and an opportunity for a hearing, the Board will vote to determine whether disciplinary action should be taken, including but not limited to, imposing a fine. The Board will vote on the issue even if you fail to attend the hearing or fail to submit a written statement.

### FINE SCHEDULE

If the Board of Directors votes to impose disciplinary action in the form of a fine, the fine will be imposed as follows: A fine of \$25.00 for the first offense; \$50.00 for the second offense; and \$100.00 for the third offense. Each infraction will be handled as a separate violation.

### NOTICE OF INTENT TO TAKE LEGAL ACTION

The Association has the authority to impose a special assessment against a member to reimburse the Association for the costs incurred in bringing a member or his or her lot into compliance with the Association's governing documents. Once referred to the Association's legal counsel, there may be attorney's fees of at least \$135.00, which you may be required to pay. An owner will have a right to a notice of hearing prior to the imposition of this special assessment.

#### 1. No Improvement Without Approval

No construction, development, alteration, grading, landscaping, addition, excavation, modification, decoration, painting, or reconstruction of the visible exterior of any improvement, including a residence, patio cover or fence, on any lot shall be commenced or maintained until the plans and specifications therefor showing the nature, design, kind, shape, height, width, color, materials, and locations have been submitted to and approved in writing by the Architectural Review Committee ("ARC").

NOTE: In addition to this rule, you should be thoroughly familiar with the Article VI of the CC&R's, beginning with the Section 6.1 on page 10, which addresses architectural improvements, as well as Article IX, Section 9.4, on page 24, which describes owner's maintenance requirements. Please make it your policy to contact the Association before you begin any work to avoid the expense of having to remove improvements after you have purchased and installed them.

2. Residential Purpose Only

No residential lot shall be used except for residential purposes and no building or buildings shall be erected, constructed, altered, or maintained on any residential lot other than one single family dwelling.

3. Conversion of Garage

No garage shall be converted to any use which prevents automobile storage therein and no garage shall be used for living purposes.

4. Structure Repair

No Structure on any lot shall be permitted to fall into disrepair. All structures shall, at all times be kept in good condition and repair and adequately painted or otherwise finished.

5. No Antennas

No outside antenna for television, radio, CB or satellite dish may be constructed, installed or maintained on any lot without approval of the ARC.

6. Temporary and Prefabricated Structures

No tent, shed, shack, trailer or any temporary building, improvement or structure shall at any time be placed on any portion of the lot without prior approval of the ARC.

7. No Signs

No signs, poster, billboard, balloon, or other display or advertising device of any kind shall be displayed on any portion of the property. Other than on sign of customary and reasonable dimensions advertising a lot "For Sale" or "For Rent" as designated in the CC&R's, Article VII, Section 7.17 on page 18.

8. Mining and Drilling

The surface of a lot shall not be used for the purpose of mining drilling or exploring.

9. No Commercial Business

No commercial business shall be conducted on any lot. Nothing in this section shall be deemed to restrict or prohibit business use of a lot, which does not materially affect any owner's quiet use and enjoyment of the common area and/or his or her lot.

10. Commercial Vehicles

The Association prohibits vehicles that are used for business purposes to be parked in any open area of any lot, driveway or street of California Tradewinds, except temporarily on a day that the commercial service is being performed, or temporarily by a guest of a property owner or tenant.

#### 11. Parking and Vehicular Restrictions

The Association prohibits the following: boats, campers, recreational vehicles, trailer, buses, mobile homes, aircraft's or inoperable vehicles from being stored or parked on any lot, driveway, or street within California Tradewinds. The above-referenced vehicles are permitted within the project for the purposes of unloading or loading which shall not extend for longer than a 24-hour period. All the above types of vehicles shall be kept in a closed garage on the lot, or within a storage parking facility.

#### 12. Street Parking

All residents must park in such a manner which does not block any driveway, mailbox, or public access road. All residents must comply with parking regulations of the City of Temecula.

#### 13. Animal

No animals, fowl, poultry, fish, reptiles, or insects of any kind shall be raised, bred, or kept on any lot, except for a reasonable number of birds, fish, dogs, cats, or other household pets.

#### 14. Restraint of Dogs by Owner

All dogs must be on a walking leash when off the Owner's lot, or the common area.

No persons shall allow a dog in their custody, in the custody of a resident's family member, or in the custody of a guest of a resident to defecate (deposit) or urinate on public property or any improved private lot other than that of the owner. It shall be the duty of all persons having control of a dog to curb the dog in order to carry out the intent of this rule. If a violation of the above rule occurs, the person shall remove any feces (deposit) to a proper receptacle.

No dog shall be maintained on any lot which constitutes a nuisance to other owners of lots. Any animal that creates excessive or particularly destructive noise, such as dogs barking during late night and early morning hours, or continually barking during daytime hours, is not permitted.

The Association reserves the right to cause to be removed from the project any pet that the Board deems to be a nuisance or poses a danger or threat to any other owner or resident.

#### 15. Dog Run

When a resident maintains a "dog run" on their lot, all dog droppings must be picked up off the ground and deposited in a closed receptacle daily.

#### 16. Nuisances

No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within a lot.

No noise or other nuisance shall be permitted to exist or operate upon any portion of a lot so as to be unreasonably offensive or detrimental to any other resident. Such as, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes).

No excessive and continuing noise such as loud engines, sound amplification equipment etc. is permitted.

No activities shall be conducted nor shall any improvements be constructed on a lot which are or might be unsafe or hazardous to any person or property.

17. Equipment Repair

No automobile, boat, trailer, aircraft, or other motor vehicle or other equipment may be dismantled, repaired or serviced on the open area of any lot, driveway, or street except in an emergency when the motor vehicle, boat, trailer, aircraft, automobile, or other equipment cannot be driven, towed or moved into the closed garage.

18. Landscaping

Each owner shall properly maintain and periodically replace when necessary all trees, plants, grass, vegetation, and other landscaping improvements located on the owner's lot. If an owner fails to maintain their landscaping and it is allowed to deteriorate to a dangerous, unsafe, unsightly, or unattractive conditions, the Committee, upon 30 days prior to written notice to the owner, shall have the right to seek remedies at the owner's expense.

19. Trash and Garbage Disposal

All trash and garbage shall be stored outside of public view. After 7:00 pm of the day, preceding trash collection, trash and garbage should be moved to the curb, in front of the lot, and be removed by 6:00pm the day of pick-up.

20. Leasing of Lots

Each owner has the right to lease their Lot, provided that all such leases must be in writing. The lease is subject in all respects to the provisions of the CC&R's and the Rules and Regulations covered herein.

Owners must register their tenants with the Association upon leasing of their property.

No owner may lease his or her Lot for hotel or transient purposes. For purposes of these Rules and Regulations, and the CC&R's, "hotel or transient purposes" shall be defined as any lease term of less than thirty (30) days.

Owners must provide the Board of Directors with an address, daytime and evening phone numbers where they can be reached during the period of the lease.

NOTE: From time to time, as the need arises, the Board of Directors may add additional Rules, Regulations, and/or Penalties. Any additions to this listing will be distributed to each Lot owner in writing, and shall be effective thirty (30) days after distribution.

\*\*If these Rules conflict with the Articles of Incorporation, CC&R's and/or Bylaws, then the language of the Articles, CC&R's and Bylaws shall prevail, in that order.