

Silver Oaks Ranch at Wildomar Homeowners Association



RULES AND REGULATIONS

SILVER OAKS RANCH AT WILDOMAR
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

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**Silver Oaks Ranch at Wildomar Homeowners Association
RULES AND REGULATIONS**

The following are rules and regulations and selected provisions of the Declaration that have been prepared in simplified language (“user friendly” CC&Rs). These rules and regulations are not meant to stifle creativity nor individuals’ rights, but, rather, should be viewed as a tool for protecting the property values of all homeowners, preserving each individual’s right to peace and the quiet enjoyment of their environment, and promoting a happy and safe neighborhood for the majority. This publication presents an abbreviated version of some of the most common restrictions and is not meant to encompass all of them. Please refer to the Declaration for the complete sections in their entirety.

These rules and regulations may be changed from time to time by the Board of Directors. The use restrictions that pertain to the Corporation and are covered in the Declaration may be amended through a vote of the membership.

It is the responsibility of all owners to inform their tenants and guests of the governing documents of the Corporation, including these Rules and Regulations. Homeowners are responsible for the actions of their tenants or guests.

LEASE/RENTAL AGREEMENT

A lease or rental agreement shall be in writing, for a period not less than 30 days, and shall state that the tenant(s) are subject to the association’s Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements.

NOISE

Everyone is encouraged to respect the rights of homeowners to live in peaceful and quiet environment. Radios, televisions, musical instruments, power tools, party activities, and other noise sources (including barking dogs and car horns) must be restricted at all times to a level that does not disturb other residents. For reasons of community respect, please lower noise volume and keep it to a minimum during the hours of **9:00 p.m. to 8:00 a.m.**, when most residents will be sleeping.

OFFENSIVE CONDITIONS

In order to keep a neat and tidy appearance, all equipment, trash containers, or storage piles need to be screened or concealed from public view. Trash containers shall be exposed to view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty-four (24) hours) before and after scheduled trash collection hours. In addition, exterior clotheslines or outside laundering or drying of clothes, and no draping of towels, carpets, or laundry over fencing or exterior railings shall be allowed.

BASKETBALL HOOPS (Adopted 7/28/2003)

1. There shall be no playing after 10:00 p.m.
2. Players must yield to vehicle traffic on public streets.
3. Hoop must be stored on side of house when not in use.
4. Any common area property damaged due to the hoop, or use of the hoop, must be repaired at the owner’s expense.
5. Riverside County Ordinance #499.10: Basketball Hoop regulation

HOLIDAY DECORATIONS/LIGHTS (Adopted 11/24/2003)

The Association requires the removal of holiday lighting and decorations within thirty (30) days of the holiday for which such lighting and decorations are displayed.

PARKING AND VEHICLE REGULATIONS

No trailer, motor home, truck, camper or boat shall be stored, kept, constructed, repaired or maintained anywhere on the Project (including any public or private street) in such a manner as to be visible from any other Lot within the Project. No inoperable vehicle shall be stored or allowed to remain on any Lot (including any public or private street) in such a manner as to be visible from any other Lot within the Project. Storage of any such vehicle within a side or rear yard area, concealed behind a six-foot solid fence, and located behind the front garage sight line, is permitted within the Project and will not be considered to be in violation of the restrictions contained in this paragraph.

Temporary parking outside of the garage of these types of vehicles, boat, or trailer is permitted, but is not allowed to exceed 48 hours in any five day period, and not allowed to block sidewalks, streets, or neighbor's access to their driveways or homes.

PETS

Please show respect for other homeowners by not permitting your pet to disturb the peace (for example, barking) or, otherwise, be a public nuisance. Prevent your pet from soiling the common area, and, if any mess is left by your pet, either in the common area or anywhere within the boundaries of the complex, you are expected to promptly clean it up.

USE OF YOUR HOME AND LOT

Use of your lot and home is for private, single-family living and no part of it shall be used for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes.

GENERAL REGULATIONS, COMMON AREA Pocket Park

These rules and regulations have been developed to promote a safe environment for all residents. Your cooperation is requested and appreciated. Failure to observe these regulations can result in fines or loss of privileges.

1. All persons using these facilities do so at their own risk. The Corporation does not provide supervision for any activities within the common area.
2. Use of the recreational common area is restricted to members, residents, and their guests. All homeowners are responsible for any damage caused to the common area by their guests and tenants, or by the tenant's guests. Homeowners/residents are responsible for the actions of their guests.
 - A. All guests must be accompanied by a homeowner/resident.
3. Pets are allowed in the park, however, owners are responsible for picking up after their pets and keeping them on a leash.
4. Radios must be used with courtesy of the surrounding neighbors.

***Any changes or exceptions must be approved by the Board of Directors of
Silver Oaks Ranch at Wildomar Homeowners Association***

SILVER OAKS RANCH AT WILDOMAR HOMEOWNERS ASSOCIATION
GOVERNING DOCUMENT ENFORCEMENT POLICY

Silver Oaks Ranch at Wildomar Homeowners Association has the right to enforce the Association's Governing Documents pursuant to the recorded Covenants, Conditions and Restrictions (CC&Rs) and ensuing Rules and Regulations. This right includes requesting an owner to cease an offending action, suspending the owner's membership rights, specially assessing the owner, fining the owner, and taking legal action against the owner. Once the Board of Directors is aware of an owner violation, the Board will investigate the allegation and may take appropriate action against the owner. However, nothing in this section obligates or requires the Board of Directors or its authorized committee to take any action against an owner. Individual owners also have the right to enforce the Governing Documents on their own. Owners are responsible for all violations by their family members, tenants, guests, and invitees.

- A. Due Process Prior to the imposition of any fine or individual reimbursement assessment, the owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee. Due process will be conducted in a manner consistent with Civil Code §1363 such that 10 days notice will be given of any hearing and within 15 days after the hearing the owner will be notified in writing of the outcome.

- B. Enforcement Generally, absent special circumstances, the Association will adhere to the following discipline and fine protocol for violations of the Governing Documents:
 - i. Warning Notice: A warning letter and request to correct the violation within a reasonable time, as determined by the Board or its committee will be sent to the owner.

 - ii. Fine/Hearing Notice: The Fine/Hearing Notice will be sent setting forth the violation and requesting immediate remedial action. Also, the Fine/Hearing Notice will establish a fine amount and set a hearing regarding the fine at least ten (10) days out. In addition to the fine, the Board or its committee may also assess attorney's fees and costs, if any, associated with the enforcement action. Violations which are remedied in advance of the hearing date may result in the fine(s) being reduced or altogether withdrawn.

 - iii. Note: For subsequent violations of the same type as prior violations, no Warning Notice will be sent to the Owner in violation. Instead, the Association will immediately send a Fine/Hearing Notice establishing a fine amount and setting a hearing regarding the violation and fine amount at least ten (10) days from the date appearing on the Fine/Hearing Notice. For subsequent violations of the same type, the Board may assess fines pursuant to the schedules established for second and third violations.

The following fine schedule shall apply to all violations:

First Occurrence:..... \$25.00 - \$100.00

Second or Continuing Occurrence:..... \$50.00 - \$150.00

Third or Continuing Occurrence:.....\$100.00 - \$250.00

NOTE: The Association reserves the right to make any of the above fines a continuing fine to be levied at intervals determined by the Board until the violation is removed. For example, there may be an initial fine of \$200.00 and a continuing fine of an additional \$200.00 each 30 days until the violation is removed. Additional hearings are not required for the levying of ongoing fines.

Fines, including all attorneys' fees and costs referred to above, shall constitute a charge against the owner of the unit. Any monetary sanctions/fines shall be billed to the owner's account. The Board of Directors may elect to file suit in a court of competent jurisdiction to collect the amounts which are due. The Board of Directors also reserves the right to use any other lawful means which may now or hereafter become available for the collection of any such amounts which may become due to the Association.

**Silver Oaks Ranch at Wildmar Homeowners Association
RULES VIOLATION REPORT**

Date: _____

I. Person Making Report:

Name

Property Address

Phone Number

II. Description of Rules Violation (fill in as completely as possible):

Date: _____ Time: _____ Location: _____

Description (please type or print):

III. Description of Violator (fill in as completely as possible):

Name: _____ Phone #: _____

Property Address: _____ Vehicle License #: _____

IV. Additional Witnesses:

Name: _____ Name: _____

Property Address: _____ Property Address: _____

V. Signature of Person Making Report:

Signature

Date

When Completed Return to:

**Avalon Management Group
31608 Railroad Canyon Road
Canyon Lake CA 92587
Phone: (951) 244-0048 Fax: (951) 244-0520**