

2020

**PALM SPRINGS VILLAS II HOMEOWNERS
ASSOCIATION**

REVISED RULES AND REGULATIONS

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INTRODUCTION

Palm Springs Villas II is a residential community containing 476 condominiums. Because community living is a unique experience that relies on the mutual cooperation of all to be successful, the Palm Springs Villas II Homeowners Association ("Association") created these rules and regulations ("Rules"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious and enjoyable environment for all Palm Springs Villas II residents.

These Rules contain basic guidelines that, if observed, help ensure that the community of Palm Springs Villas II remains in good condition and that neighbors treat each other with respect and consideration. The authority to enforce the provisions of the Association's Governing Documents is found in Article VI, Section 4 of the Association's Declaration and Article VI, Section 1, Fifth, (i) of the Bylaws.

Bear in mind that these Rules are subject to the Declaration of Covenants, Conditions and Restrictions of Palm Springs Villas II Condominiums ("Declaration"), Articles of Incorporation of Palm Springs Villas II Homeowners Association ("Articles") and Bylaws of Palm Springs Villas II Homeowners Association ("Bylaws") (collectively the "Governing Documents"). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules from time to time in accordance with the Governing Documents and law. If you would like to contribute suggestions for these Rules, please submit them, in writing, to the Management Company for consideration by the Board.

These Rules constitute the Association "Rules" contemplated by the Declaration. All Owners, residents and each of their guests, licensees and invitees are required to follow these Rules as a means of acting on behalf of the greater good of the Community and its well-being.

The Board has adopted these Rules in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and the Declaration or the Bylaws, the provisions of the Declaration or the Bylaws (whichever applies) shall prevail.

Please read these Rules carefully and in their entirety, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. As the owner of the Unit, you are ultimately responsible for the acts and violations of your tenants, guests, and invitees and the guests and invitees of your tenants or other residents. If you have questions, please contact the Management Company:

Palm Springs Villas II Homeowners Association
% Seabreeze Management Company, Inc.
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, CA 92656
Phone: (949) 855-1800
Fax: (949) 855-6678

As you read through these Rules, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration. "Common Area" and "Respective Common Area" are collectively referred to as "Common Area."

A. PURPOSE OF THE ASSOCIATION

The purpose of the Association is to operate, manage and maintain Palm Springs Villas II for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success.

The Board of Directors governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of Palm Springs Villas II are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Common Area (such as landscape, sewer, street problems, etc.), please immediately contact the Management Company.

B. COMMUNICATION AND VOLUNTARY COOPERATION

Palm Springs Villas II is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within Palm Springs Villas II, all Owners, residents and tenants and each of their guests, licensees and invitees must comply with the rules and guidelines set forth in these Rules and the Governing Documents. If you believe that a rule or restriction is unfair, you may run as a candidate for a position on the Board, or participate in a committee, etc. However, this does not guarantee that a Rule will be changed.

Palm Spring Villas II Homeowners Association welcomes communication from its Members. Please feel free to call or write to the Management Company, the Association's liaison, to discuss any questions or issues.

C. MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Association have maintenance and inspection obligations. Owners are advised to consult the Declaration for their specific maintenance requirements and obligations. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Units.

D. SEVERABILITY

If any of the provisions of these Rules are held to be invalid, the remainder of the provisions shall remain in full force and effect.

E. ENFORCEMENT OF GOVERNING DOCUMENTS

If there is an alleged violation of the Association's Governing Documents, including these Rules, then a Member may notify the Management Company. No Member-complaint will be acted upon unless there is supporting documentation, e.g., a written complaint. To the extent reasonably available, Members are requested to submit photographs of any alleged violation with their written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation. In addition to Member complaints, the Board Members and/or the Association's representatives may report alleged violations.

F. GENERAL RULES FOR COMMON AREA

It cannot be stressed enough that all Owners and residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your residents, tenants, invitees and each of their guests must observe at Palm Springs Villas II:

1. Owners are responsible for and bear all costs of repairs and/or replacement for any damage to Common Areas or any equipment thereon, if it is determined that the damage was caused by the negligence or intentional acts or omissions of an Owner, or the Owner's residents, tenants, invitees, guests, or contractors, or the invitees, guests or contractors of the residents or tenants, to the extent such damage is not covered by insurance. (CC&Rs, Art. XII, Section 9.)
2. Obstructions, whether partial or full, of the sidewalk, private streets or entranceways throughout the Community are not permitted. No one may store or place anything on Common Area (including, but not limited to, sidewalks and private streets), unless previously authorized in writing by the Board. This includes, without limitation, potted plants, signage, pictures, paintings, items of furniture, or any other personal property, etc. The Association is not responsible for any damage to, or loss of, any personal property left on Common Area.
3. Antennas and Signs. Owners shall have the right to install antennas or signs within their separate interests in accordance with the law.
4. All Owners in the Community are prohibited from distributing or causing to be distributed any advertising, pamphlet, free newspaper or any other commercial solicitation on or in any portion of the Community or on resident cars. This includes door-to-door solicitation, electioneering, etc. Owners may not permit their families, employees, agents, visitors or licensees to solicit.

5. Due to drought conditions and State and local restrictions on water usage, the Association may not be able to water the Common Area landscaping as much as in the past. If you note any area that does not appear to be receiving enough water for the plants to thrive or survive, please contact the Management Company. Please do not water these areas yourself. No Owner, resident, tenant or guest may water landscaping in the Common Area and may subject the Association to fines or other penalties for watering the Common Area.

G. CONDUCT AFFECTING INSURANCE

Please refer to Article X of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company. An Owner who is responsible for an increase in the rate of insurance on the Association Property shall be personally liable for the cost of the additional insurance premiums. (Declaration, Article XII, Section 8.)

H. USE RESTRICTIONS (Article XII of the Declaration)

1. For safety reasons, skateboards, skates, bicycles, and large wheeled toys shall not be used on Common Area walkways or decks.
2. Laundry, towels, clothes and other similar items shall not be hung out or laid over balconies or patios or exposed or visible from any part of the Common Area, streets or other Units.
3. Any furniture, games, nets, sports equipment, and toys used in the Common Area must be immediately removed when not in use.
4. No person shall engage or permit anything to be done or kept on or in the Unit or Common Area which will annoy others (e.g., unreasonable or intermittent noises, smells, vibrations, or loud or boisterous activity), or which will interfere with the quiet enjoyment of the Property by any other resident. For example, the volume of radio, stereo sets, television and musical instruments must be held to a reasonable level at all times so other residents are not unreasonably disturbed. After 9:00 p.m., the volume must be significantly reduced so as not to disturb other residents.
5. No noxious or offensive activity or any immoral or illegal act shall be permitted at any time. Obnoxious, annoying or offensive activity is best understood as any activity or act that will interfere, in any way, with the quiet enjoyment of other residents and guests. Such activity shall constitute a nuisance.
6. Loud playing of radios, tape decks, and the like will not be permitted in any area. Please use headphones or low-volume while in Common Area.

7. No sport or activities will be permitted that will endanger other residents or property as a result of that sport or activity. For example: hardball and softball batting, large-scale football games, hitting golf balls, horse shoes, water polo, lacrosse, etc.
8. Tennis court hours are 7:00 a.m. to dusk. When players are waiting, play is limited to one hour & doubles.
9. The laundry rooms are open from 5:00 a.m. to midnight. Please respect the peace and quiet of others. Please keep the door closed and clean up the area after use. Clean the lint traps after each use and dispose of your refuse in the trash containers, close the door after you have completed all your laundry, and turn out the lights. These trash containers are not for household trash.
10. Damage to Common Area is chargeable to the responsible Owner, including but not limited to, tampering with irrigation heads, time clocks, valves, pumps, lights, pool equipment, pool furniture, etc. Please treat the Common Area with the same respect you have for your personal property and Unit.
11. Do not store flammable substances, (such as gasoline, kerosene, etc.) or other combustibles in the Community, as this may increase the Association's rate of insurance.
12. Barbecuing is allowed in designated areas only. No fire pits are allowed anywhere in the Community.
13. The patio gardens are part of the Common Area. No one may store or keep any plants, pottery or other personal property on these areas.
14. No fountains or statues are permitted on Common Area. Any fountains or statues located within patio or balcony areas shall not be installed in a manner that punctures, alters or affects Common Area unless Board approval is first obtained. In addition, Owners are strongly recommended to install fountains, statues and other similar items on their balcony or patio in a manner so as to prevent any damage to Common Area.
15. You may not use a hose to wash down any hard surfaces, such as patios, balconies, sidewalks, streets, or the sides of the buildings. A bucket with mop, sponge, or rags may be used to wash these surfaces. Rinsing should be done with a bucket and clean water, also using sponges, rags, or mops.

Pool and Spa

1. Posted pool and spa rules are to be observed at all times. Pool and spa hours are 5:00 a.m. to midnight.
2. All incontinent persons must wear water-approved diapers, rubber pants, or other protective swimwear/undergarments to use swimming pool and spa. No other diapers are permitted.
3. All persons use the pool and spa at their own risk. There is no lifeguard on duty.
4. Residents and guests are required to be properly attired at all times. No cutoffs or shorts are to be worn into the pool. No topless or nude sunbathing or swimming is permitted.
5. Glass or other breakable items are not permitted in swimming pool/spa areas.
6. Since there is no lifeguard on duty, persons under the age of fourteen (14) should not use the pool without an adult in attendance. California Code of Regulations, Title 22, §65539(c).
7. Pool furniture is for the enjoyment and convenience of all Owners and residents, and shall not be reserved by placement of personal belongings. If you leave your Association chaise lounges or chairs for longer than twenty (20) minutes, others may use them. Please extend courtesy to others on this matter. Pool furniture, tables, umbrellas and other accessories may not be removed from the pool or spa area.
8. Each Unit is allowed no more than six (6) guests for tennis or pool at any one time. All guests must be accompanied by the Owner or tenant of the Unit they are visiting at all times while at the pool or spa.
9. Starting Friday before Labor Day, and ending Tuesday after Memorial Day, of each year, the water temperatures are to be maintained as follows: Pools: 80-82 degrees; Spas 101-103 degrees. Temperatures are targeted to be achieved by 9:00 a.m. each day.
10. Smoking is not permitted while in the pool or spa areas.
11. No foreign substances of any kind may be added to the pool or spa.

12. Persons observed doing so will be assessed the full cost of returning the pool or spa to its previous condition.
13. Under no circumstances is anyone permitted to tamper with the safety or pool equipment. If you feel there may be a problem with the equipment, it must be reported to the Management Company.

Patios and Balconies

1. No items (including potted or hanging plants) may be placed, attached or affixed to any balcony, patio, or deck railing or ledge which the Association maintains at any time. A limited number of potted or hanging plants may be placed on patio/balcony as well as one table and two chairs, so long as they do not become unruly or crowded in appearance.
2. Balconies and patios should be used for their customary purposes only (e.g., not used for storage of items such as, shoes, drying racks, barbeque's, or cleaning supplies) so as to not detract from the aesthetic of the community.
3. No balcony or patio floor covering may puncture or otherwise cause or be likely to cause damage to any Common Area portion of any balcony or patio deck. Owners and residents are strongly advised to regularly and promptly clean or dry-up any water so as to mitigate any water damage to the Common Areas.
4. Any personal property and items on the balconies or patios must not extend into the Common Area.
5. Wall decorations on the exterior walls must be in color tone to match the exterior. If these decorations puncture or create holes or other damage to the exterior building walls, then architectural approval is first required.
6. To preserve the aesthetic of the Community, no full patio enclosure is allowed. This includes a screen or mesh or security/ decorative wrought iron.
7. To preserve the aesthetic of the Community, only a 3' high rail fence across the patio will be allowed. This may be wood or metal and painted dark brown or black. Owner must submit plans and specifications for approval before changing any fence.
8. Homeowners are only allowed to wash down patios with a bucket of water and cleaning utensil. Spraying down walk ways and patios with a hose is prohibited due to drought restrictions.

Doors and Windows

1. Screen doors must have architectural approval prior to installation to maintain conformity. They must be architecturally consistent with the exterior of the building. They must be brown or black. No speckled or rough finish is permitted.
2. No security bars along the outside of any windows are allowed.
3. All window and door coverings (or the visible lining) must be white or off-white or other neutral color approved by the Board if they are visible from exterior of the building. (CC&Rs, Art. XII, Section 13.)
4. The patio gardens are part of the Common Area. Any plants or pottery kept or maintained must be off Common Areas.

I. **ANIMALS**

1. A resident may keep up to two (2) dogs, cats, caged birds or other customary household pets not exceeding 25 pounds in each unit, subject to local ordinance and such rules and regulations as may be adopted by the Board of Directors. (CC&Rs, Art. XII, Section 6.)
2. Pets are prohibited from being within the fenced perimeter of the pools, spas, tennis and shuffleboard courts and the putting green. They may, under no circumstances, be in the swimming pool or spa at any time.
3. Pets are to be kept on a leash, held by a person capable of controlling the animal, while in the Common Area, and pet owners are required to promptly "clean up" after their animals.
4. Food left in the Common Area or any individual balcony or patio areas for the feeding of any animal of any type is prohibited.
5. All Owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup or removed at the direction of Management or the Board.

J. **FIRE AND CARBON MONOXIDE SAFETY DEVICES**

Each Owner must maintain the smoke and carbon monoxide detectors installed in his or her Unit. As part of this maintenance, you must replace and maintain these devices regularly.

K. TRAFFIC AND PARKING

1. Parking is permitted in marked parking spaces only. No more than one vehicle shall be parked per one space. Parking is not allowed on the streets, along curbs or in fire lanes.
2. No campers, trailers, boats, recreational vehicles, commercial vehicles or other oversized vehicles or unsightly vehicles, or vehicles which aren't fully licensed and registered shall be parked or maintained on ANY portion of the Common Areas without prior Board approval. (CC&Rs, Art. XII, Section 18.) Commercial vehicles include, but are not limited to, stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines. Over-sized vehicles include but are not limited to, buses or vans designed to accommodate more than 10 people and vehicles with more than two axles. In addition, any other vehicle or vehicular equipment deemed a nuisance by the Board may be prohibited under this Rule.
3. Motorcycles, motorbikes, mopeds, and the like shall be used in the drive and parking areas only.
4. The speed limit for all vehicles within the Community is 10 m.p.h.
5. Vehicle maintenance, repairs or reconstruction are not permitted in the Community, except temporarily in emergency situations. (CC&Rs, Art. XII, Section 18.) What constitutes an emergency is within the sole discretion of the Board, but generally, emergencies include flat tires or dead batteries, in which case, the vehicle Owner may promptly change the tire or charge the battery.
6. Inoperable vehicles on Common Area are subject to towing at the vehicle owner's expense if on the Common Area for more than 3 calendar days.
7. All vehicles on the Common Area must have a valid registration and current license plates.
8. No car washing is permitted, except in the designated car washing space at the end of building "A". Persons using this space to wash their vehicles must leave the space in good condition and dispose of all towels, buckets, soaps, etc., when finished

9. Cars may be washed before 10 a.m. and after 6:00 p.m. from June to October and before 10:00 a.m. and after 4:00 p.m. from November to May. Car washing requires the use of a hose with a shut-off nozzle and a bucket. Hoses may not be left running. You may use the hose to make an initial rinse of the car. You must then use the bucket with water and an appropriate soap to wash the car, using sponges, rags, etc. After washing the car, you may then use the hose, with nozzle, to rinse the car. If you wash your car in sections, the same rules apply to each section as you go. Vehicles may only be parked in the car washing area while being washed and may not be left unattended. Vehicles in violation of this restriction may be towed.
10. Vehicles in violation of these Rules are subject to towing at vehicle owner's expense. A tow warning will be placed on the vehicle in violation and it may be towed after 3 calendar days. After placement of the violation notice, owner must contact management with proof of correction for the violation immediately to prevent towing. If correction is not received by Management by the third day, vehicle will be towed without any additional notice.

L. ODOROUS MATTER, OFFENSIVE CONDUCT & NUISANCES

No person shall discharge on or into the Community's Common Area, sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or injury or damage to neighboring properties or businesses.

Pursuant to Article XII, Section 8, of the CC&Rs that prohibits hazardous and noxious activities, smoking is prohibited within the units and within twenty feet (20') of a Condominium building. The term "smoking" includes, but is not limited to, the use of cigarettes, electronic cigarettes (e.g., "e-cigs" and other "vaping" equipment), pipes, cigars or other smoking products of any kind used for the purpose of inhaling smoke or vapor from tobacco, marijuana, or any other natural, foreign or artificial substances. Smoking is only permitted in designated 'smoking areas,' which, for purposes of this rule, is more than twenty feet (20') from a Condominium building. Notwithstanding the foregoing, smoking is prohibited in the pool and spa areas.

M. HOLIDAY DECORATIONS

- I. A resident may install a reasonable amount/number of holiday decorations in the exclusive use areas so long as such decorations do not interfere with the quiet enjoyment of the Community by other residents, and/or the decorations do not cause a disturbance or nuisance. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations should be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within ten (10) days after the holiday.

II. No one may place holiday decorations within the Common Area.

III. For safety purposes, holiday lighting should have a "UL" or comparable rating. Outdoor lights should be designed for outdoor use. Please ensure that lights do not disturb other residents.

N. RENTAL OF RESIDENTIAL UNITS

I. A copy of the Governing Documents, including these Rules and the Architectural Guidelines shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents, these Rules and the Architectural Guidelines pursuant to the occupancy and use of the residential Unit.

II. No residential Lot should be divided or conveyed on a time increment basis of measurable chronological periods (commonly referred to as "time sharing"). (1990 Amendment to CC&RS, Art. XVIII, Section 9.)

III. Short-term Rentals:

1. In accord with Article XII, Section 22, any rental or lease agreement shall be in writing and shall provide that the lease is subject to the Governing Documents. Therefore, no lease shall be written for any term that is twenty-eight (28) consecutive days or less. Any failure to comply with any provision of the Governing Documents shall be a default under the terms of the rental or lease agreement.

Note: Under Palm Springs Municipal Code, a rental of twenty-eight (28) days or less is of a transient or hotel nature. No Owner may lease his/her/its condominium for hotel or transient purposes. Any lease which is either for a period of twenty-eight (28) or fewer days or pursuant to which the lessor provides any services normally associated with a hotel or motel shall be deemed to be for transient or hotel purposes.

2. Advertising any rental for a term of twenty-eight (28) consecutive calendar days or less is strictly prohibited.

3. All leases and rental agreements must be for the entire Unit and not merely parts thereof. Subleases are not allowed.

4. A copy of the Governing Documents shall be made available to each tenant or lessee by the Owner who is renting or leasing the unit.

5. The Owner shall, at all times, be responsible for his/her/its tenant's or lessee's compliance with all of the provisions of the Governing Documents.

6. A copy of the rental or lease agreement or any other documentation or records which reflect the reserving, booking, renting, and/or leasing shall, upon request, be provided to the Association.

7. Violations of Article XII, Section 22, may result in a fine of not less than \$50.00 per calendar day and not more than \$100.00 per calendar day for the first violation. Subsequent violations are subject to a fine of not less than \$100.00 per calendar day and not more than \$150.00 per calendar day for any subsequent violation. A "calendar day" is all, or any part of, a day that a unit is used as a vacation rental. For example, a rental starting on Friday and ending on Monday would be four calendar days.

8. Violations for other breaches of the Governing Documents, such as for noise, occupancy, damage to the common area, etc., will be handled as separate violations and may result in the imposition of additional fines.

9. All Owners leasing or renting their Unit shall provide the Association of the address and telephone number where such Owner can be reached.

O. SIGNS

Owners displaying signs within the Community are subject to the parameters set forth in the Architectural Guidelines and any current applicable governmental regulations, statutes and laws. Open house signs may be placed in the Common Area no more than one hour before the open house and must be removed by dusk of the same day. No signs may be erected or displayed on the Common Area except with the prior written approval of the Board. (Civil Code sections 712, 713, and 4710.)

P. TRASH DISPOSAL

Trash, garbage or other waste shall be kept only in approved sanitary containers, properly closed. No trash or debris is to be left in any area that is visible to others, such as walkways or Common Area. The Owners shall comply with the City's waste and recycling program for the Community. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored out of view, except on the scheduled day for trash pickup. Private arrangements must be made to dispose of large items and will not be left in or around trash enclosures. (See also, CC&Rs, Art. XII, Section 10.)

Q. ENFORCEMENT OF THE RULES

The Board of Directors is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules or Architectural Guidelines. (Bylaws, Art. VIII, Section 6.) Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

I. Reporting of Violations.

(a) Alleged violations may come to the attention of the Association through written complaints of Owners; through visual observations by one or more Board members; or, by the Management Company.

(b) All complaints must be submitted in writing to the Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation. Photographs are requested whenever appropriate.

(c) Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

II. Violation Notification.

(a) Upon observation of a violation or receipt of a written complaint, the Board may direct the Management Company to send a violation letter. The Management Company will send a written "friendly reminder" (the "First Notice") to the offending Owner of record at the Owner's last known address. The First Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date.

(b) If the violation is not corrected by the date set forth in the First Notice, the Management Company will send a "Second Notice" advising the violator that failure to correct the violation by the cure date will result in a hearing, at which time a fine not to exceed \$100 may be levied to the account monthly until the violation is addressed, or other discipline may be imposed (e.g., voting and/or recreational use rights may be suspended for a period not to exceed 30 days). (CC&Rs, Art. V, Section 2(c).) The Board may also suspend an Owner's voting rights for delinquent assessments until the delinquent assessments are paid in full.

(c) If the violation is still not addressed, the Association will send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed (the "Third Notice" or "Notice of Hearing"). The Notice of Hearing shall be delivered personally or mailed by first class mail, to the offending Owner at the last known address listed with the Management Company, at least twenty (20) days before the proposed date of hearing on the alleged violation. (Bylaws, Art. VIII, Section 6.) The notice shall contain the following:

i. An explanation in clear and concise terms of the nature of the alleged violation;

ii. A reference to the provision(s) of the Governing Documents which the Member is alleged to have violated;

iii. The date, time and place of the hearing;

iv. A statement that the Owner has a right to attend the hearing and may address the Board.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be temporarily suspended by Board decision at the hearing.

III. Hearing Procedures.

(a) If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Third Notice (the "Hearing"). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the temporary suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

(b) At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an accused Owner fails to take the opportunity to be heard, the Board will decide the case on the facts presented in the written complaint(s) or on other pertinent oral or written evidence presented to the Board.

(c) The Board will make a determination as to whether a violation was committed. If the Board determines that a violation was committed, the Board can impose reasonable monetary penalties and/or temporary discipline against the Owner as provided for in the Declaration.

(d) If the Owner has corrected the violation, the Board will not impose any monetary fines or penalties and will close the complaint or violation procedure. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

(e) If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action by first class mail, within fifteen (15) days following the action.

IV. Should the Board find an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at a hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

(a) Monetary fines;

(b) Suspension of an Owner's right to vote on all Association business for a period not to exceed 30 days;

(c) Suspension of an Owner's recreational or other membership rights for a period not to exceed 30 days;

(d) Removal of any non-conforming structure or improvement; and

(e) Special Assessment against an Owner for any costs incurred by the Association, including attorneys' fees and costs, to cure any violation or repair any Common Area damaged caused by an Owner. (CC&Rs, Art. VI, Section 6(c), Art. VI, Section 13.)

V. When the Board determines that the violation is a continuing violation (one that goes on unabated and uninterrupted), after the first notice and Hearing, the Board need not give another notice of the violation nor hold a Hearing for each continuing violation. When the Board determines that the same or similar violation has occurred within 30 days of the prior notice of violation (but the same is not a continuing violation as herein above defined), then the Board need only send a notice of violation with demand to abate and notice of fine.

VII. Fine Schedule.

(a) The Board may impose monetary penalties, up to \$100, which will be automatically imposed for each month or for each portion of a month that the violation continues without the need for further hearings on the violation.

(b) If the same or substantially the same violation occurs within a thirty (30) day period from the date of notice of violation then fines will be levied to the account.

(c) All fines, plus Special Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Unit. Any and all fines shall be billed to the Owner's account for the Association. The Association reserves the right to use any avenue of the legal system to enforce the Governing Documents against an Owner, including the collection of any fines imposed against an Owner for violating the Governing Documents.

VII. Any decision of the Board with regard to these Rules shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with any governing provision of law.

R. **ARCHITECTURAL PLANS AND MODIFICATIONS**

Applications for changes and improvements and similar modifications as described in Article XII, Section 3 and 4 of the CC&Rs must be submitted to the Association through management for review and approval prior to start of construction. The application must contain sufficient information (drawings, materials, dimensions, colors, specifications, etc.) for approval of the project in its entirety. The Board will notify the owner within a reasonable time if the application is incomplete. A copy of the Architectural Guidelines and application can be obtained from the Management Company.

The Board shall respond to the Owner within sixty (60) days from receipt of said request. If the Owner does not receive written notification within sixty (60) calendar days, excluding holidays, the Owner may notify the Board in writing that a response has not been received. If the Board fails to respond within thirty days of the receipt of the notice, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

Further detailed explanations of residence and use restrictions may be found in the CC&Rs and the Architectural Application and Guidelines. These documents contain information pertaining to the construction of improvements within the Community.

S. USE OF STORAGE ROOMS

Storage rooms are for the use of Owners only. Owners are entitled to store two (2) boxes no larger than (16" x 24" x 12") and two bicycles. Boxes must be identified with Owners name, Unit number and date. Owners will be issued a one (1) non-duplicating key for their convenience. Management will arrange for each storage room to be cleaned out annually. Owners will be notified at least four (4) weeks prior to the scheduled cleaning date to remove unauthorized items. Unauthorized items remaining on date of scheduled cleaning will be disposed of. The Association is not responsible for lost or stolen items and unauthorized items disposed of.

T. COMMITTEES

There shall be such committees and task forces as determined by the Board of Directors. Members of committees and task forces shall report to the Board of Directors.

U. ASSOCIATION KEYS, GATE REMOTES, ETC.

Homeowners may obtain up to a total of four entry devices per unit. An order form and the fees must be received prior to issuance of gate cards/remotes. The cost of entry cards is listed on the order form. Authorization for additional devices must come from the Board of Directors. Allow two (2) weeks time for receipt of the items requested if requested by mail.

NOTICE **ONE (1) VEHICLE ENTRY PER CYCLE**

The barrier arm is wired and controlled by the computer to come down directly behind your vehicles' bumper, allowing only one (1) car per cycle (entry). Do not attempt to follow the vehicle in front of you to "piggy-back" into the complex, as the barrier arm will come down on your vehicle and cause damage. Cutting is also not allowed. Any damaged caused to the automatic gate will be billed to the Homeowner. Any damage to your vehicle caused by attempting to "piggy-back" will not be a liability of the Association.

VISITORS LANE

When a visitor wishes to gain entrance: The visitor must stop at the directory. The visitor will then push the “#” symbol and the Directory will display the Roster. The visitor will scroll through the list of names until the resident’s identity is located. Next to the unit identification will be a three (3) digit number, and the visitor will then enter the three (3) digits into the system and wait for the resident’s telephone to be answered. When the telephone is answered, the resident may speak with the visitor for up to 60 seconds.

The resident will then press either: (must be a touch-tone phone)

“9” button on their telephone, thereby opening the entry gate.

“*” to deny entrance to the visitor and disconnect the phone call or you may just hang up the telephone.

Homeowners of record may pick up keys and/or remotes at the management office or may be mailed provided the request is writing by the owner and payment received prior to issuance.

V. ACCESS TO UTILITY ROOMS

Access to utility rooms for cable and telephone installation and /or maintenance must be arranged by contacting management at least 24 hours in advance, Monday through Friday and at least 48 hours in advance for weekend service. No service on holidays.

W. VARIANCES

Any variances to these Rules may be considered on a case by case basis by the Board of Directors, and granted or denied in their sole discretion.