

California Tradewinds

RULES ENFORCEMENT PROCEDURE ESTABLISHED APRIL 1997

(Amended January 2, 2013)

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 first notice of violation will be sent to the Owner by the Management Company. This first notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation. If the property is not in compliance within thirty (30) days from the date of first notification, it will be referred to the Association Board of Directors to conduct a CC&R Enforcement hearing.

NOTICE OF HEARING

If the violation continues uncorrected, or if the inspection report is otherwise unsatisfactory after the first notice, the Owner will receive at least fifteen (15) day advance Notice of Hearing and intent to impose a monetary penalty. The Owner will be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting written testimony. The Notice of Hearing shall be delivered to the Owner by first class **or** registered mail to the last address of the Owner shown on the Association's records. The Board or committee shall give fair consideration to the Owner's oral or written testimony in determining whether to impose a penalty. If the Board elects to impose a monetary penalty on a member, the member will receive a notice within five (5) days following the action, by first class mail. The Board will vote on the issue even if the Owner fails to attend the hearing or fails 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 \$100.00 will be assessed the first month, and will continue to accrue at \$100.00 per month until the property is deemed to be in compliance. 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. An Owner will have a right to a Notice of Hearing prior to the imposition of this special assessment.

If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the Owner may be liable for the Association's legal costs and fees.

Notwithstanding the above; for exigent or pending circumstances, the Board may at their discretion immediately notice a hearing, by either personal delivery, first class or certified mail.

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.

21. Holiday Lighting/décor

Winter Holiday Season lighting/décor (i.e., Christmas, Hanukah, New Years, etc.); must be completely removed by January 15th of each year. If the lighting/décor is not removed by this date, homeowners in violation will receive a friendly reminder to remove all items within seven days. If the homeowner remains in violation after the seven days, a hearing notice will be issued, and fines may be imposed per California Tradewinds adopted fine schedule.

NOTE: From time to time, as the need arises, the Board of Directors may revise or add additional Rules, Regulations, and/or Penalties. Any proposed additions and/or revisions to this listing will be distributed to each Lot Owner in writing. This will include a Notice of Open Meeting to be delivered a minimum of 30-days prior to the meeting. This is required for the purpose of allowing each Owner the opportunity to submit either written or verbal comment to the Board, prior to formal adoption by the Board.

**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.