

***TERRA MAR***  
***HOMEOWNER'S ASSOCIATION***

***Rules & Regulations***

Revised

JANUARY 25, 2024

This version supercedes the original version which was approved 12/8/98

## PREAMBLE

Covenants, conditions, and restrictions constitute a general scheme for the development, protection, and maintenance of properties in order to enhance the value, desirability, and attractiveness of the neighborhood for the benefit of all Homeowners. It is a burden upon and a benefit to all of us.  
*(CC&R Article II)*

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## I. ASSOCIATION RULES & REGULATIONS

1. The Association R&R's are based upon the CC&R's. Any Rules and Regulations contained within this document which are not specifically defined and/or referred to within the CC&R's have been developed at the discretion of the Board of Directors and Association Committees in accordance with CC&R Article VI, Section 6.
2. A copy of, or portion of, the rules of the Association as they may from time to time be adopted, amended, or repealed shall be delivered to each Homeowner (*CC&R Article VI, Section 6*). Homeowners are responsible for ensuring that tenants have a current copy of Association R&R's.
3. All requirements must be complied with by every Homeowner and/or tenant. Acceptance of property deed constitutes acceptance of CC&R's (*CC&R Article V, Section 1*). Homeowners are responsible for tenants' conduct; however, this does not negate responsibility of tenant.
4. Failure by the Association or by any Homeowner to enforce any covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter. (*CC&R Article XVII, Section 1*)
5. In the event of any conflict, the CC&R's, Articles, and By-Laws supercede the Association R&R's. (*CC&R Article VI, Section 6*)
6. Should any of the Association Rules & Regulations become void or be or become unenforceable, the remaining portions of this declaration shall remain in full force and effect. (*CC&R Article XVII, Section 2*)
7. The Terra Mar Homeowners Association and the Board of Directors have no jurisdiction over individual Homeowner situations or disputes between Association members except in relation to violations of the Covenants, Conditions, and Restrictions, Articles, By-Laws, and Rules and Regulations. Association members are encouraged to notify the Homeowners Association when the safety, security, and interest of the Community is involved in addition to, and not instead of, contacting Police, appropriate City Authorities, etc., as the situation requires.

## II. PROPERTY USE

1. No home shall be used for other than single family residence. (*CC&R Article III, Section 1*)
2. House numbers should be easily visible from street.
3. No home shall be used for business, commercial, manufacturing, mercantile, storage, vending or other non-residential use. This provision does not preclude professional and administrative occupations, without external evidence, incidental to use of unit as a residence. (*CC&R Article III, Section 2*) Certain businesses may be governed by local, state, and/or federal laws which may supersede this provision.
4. Usual and ordinary household pets (i.e. cats, dogs, birds, fish) must be kept enclosed and/or restrained within lot and under Homeowner's control, provided that they are not kept, bred, or maintained for commercial purposes. Homeowners are responsible for ensuring that pets do not cause noise and/or odor nuisance or property damage. The Association has the right to prohibit an animal that has been determined to be a nuisance, if the nuisance has not been remedied. (*CC&R Article III, Section 6*)

5. Homeowners must ensure that home exterior, including fences, garage doors, etc., is maintained (i.e. stain removal, paint, repair, etc.) for the benefit of the attractiveness of the neighborhood and in compliance with local fire and health codes. (See VII. Architectural Control, section 4)
6. Homeowners must ensure that personal property landscaping is maintained for the benefit of the attractiveness of the neighborhood and in compliance with local fire and health codes:
  - a. Grass shall be mowed and trimmed regularly (this includes trimming around obstacles such as utility boxes, light poles, fencing, etc.); fertilized and watered sufficiently to maintain green.
  - b. Rake/sweep and properly dispose of yardwork litter.
  - c. Bushes shall be trimmed regularly and shall not obstruct sidewalks.
  - d. Weeds shall be kept under reasonable control.
  - e. Tree foliage shall be raked and disposed of as needed to minimize yard and street litter.
  - f. Tree limbs shall not obstruct sidewalks; tree limbs shall not overhang sidewalks less than 6 feet from ground.
  - g. Dead plants shall be removed promptly.
  - h. Garden hoses shall be stored discreetly when not in use.
  - i. No plant shall be allowed to obstruct traffic signs.
  - j. All fencing is to be maintained in good condition and appearance (*CC&R Article III, Section 10*).
  - k. All common fences are to be maintained by respective neighboring homeowners. Plants placed along common fences must not become a nuisance to neighboring homeowner. (*CC&R Article XIV, Section 6*).
  - l. Major changes to front yard landscaping are subject to Architectural Committee approval.
7. Holiday decorations shall be removed within 30 days following the holiday.
8. No sign, poster, display, billboard or other professional advertising or political device (excepting the American Flag) shall be displayed to the public without the approval of the Architectural Committee except a modest sign advertising the property for sale or rent. (*CC&R Article III, Section 4*)
9. Portable sports equipment (i.e. basketball hoops, hockey goals, etc) shall be stored on the Homeowner's property when not in use. State and local law prohibits blocking sidewalk and street access. Permanently mounted basketball backboards must blend with the original color scheme of the home and require the prior written approval of the Architectural Control Committee. Permitted hours of basketball play are 8AM to 9PM.
10. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible to other properties. (*CC&R Article III, Section 7*)
11. All waste and recycling containers shall be kept completely screened and concealed from view except on evening before and day of weekly collection (*CC&R Article III, Section 7*). Miscellaneous items (i.e. BBQ's, gardening/construction supplies, wheelbarrows, carts, boats, etc.) shall be stored within garages or behind fencing so as not to be visible from street.
12. Homeowners are permitted a maximum of 4 garage sales per year per unit, according to the City of Oceanside, Code Enforcement Department.

### III. VEHICLES/PARKING

1. Stop signs, speed limits, painted curbs, and other traffic signs shall be obeyed.
2. Garages and/or driveways shall be used for parking/storage of personal motor vehicles. Garages shall not be used as a temporary or permanent residence (*CC&R Article III, Section 8*). Driveways shall be maintained reasonably free of motor vehicle stains.

3. Vehicles parked in driveways must not block public sidewalks or create a hazard.
4. No repair of vehicles is permitted on any street or driveway. Personal vehicles may be repaired in the garage unless activity becomes a nuisance. (*CC&R Article III, Section 5*)
5. Recreational Vehicles, Motorhomes, Trailers, Camper Units, and Marine Vehicles may be parked for loading and unloading only (*CC&R Article III, Section 5*). Loading and unloading shall be defined as not more than 48 hours in any 7 day period, and no more than 96 hours in any 30 day period.
6. Street parking is reserved for Homeowners, guests, service, delivery, etc. Street parking must not block fire hydrants or driveway entrances and should not block mailboxes.
7. Pool/Clubhouse parking lot is strictly reserved for transient parking for pool/clubhouse users only.
8. All vehicles belonging to or being operated by guests of Homeowners/tenants are subject to the Vehicle/Parking Rules and Regulations of the Terra Mar Community.

#### **IV. COMMON AREAS**

1. Common park areas (i.e. tot lot, grass fields, etc) are for the sole use of Homeowners and their guests. Any damage caused to any common area by Homeowners, their family members, tenants, or guests may incur a fine, plus actual cost of repair.
2. Nothing shall be altered, removed, or constructed in any Common Area except upon the written consent of the Architectural Committee (*CC&R Article III, Section 9*).
3. The play field may not be used for team practice (soccer, softball, etc). Play field is not available for reservation.
4. Tot lot equipment is recommended by the manufacturer for the use of persons aged 5-12. persons using the tot lot equipment aged 5-12 shall be supervised by a responsible Homeowner/tenant at all times while using tot lot equipment.
5. Prior Board approval is required for groups of 9 or more to use the Tot lot. Tot lot is not available for reservation.
6. Dogs walked in common areas, including streets and sidewalks, must be on a leash and under control at all times. Homeowners/tenants are responsible for cleaning up after their pets.
7. Walking or climbing on common area roofs, walls, and fences is not permitted.
8. Walking, bicycle riding, skating, and skateboarding on cement culverts is strictly prohibited.
9. Walking through landscaped common areas (except grass) is not permitted. Riding bicycles through landscaped and grass common areas is not permitted; bicycles may be walked through grass common areas. Climbing on common area trees is prohibited.
10. Golf practice on the grass common areas is prohibited.
11. Overnight sleep-outs in common areas require prior Board approval. If approved, Homeowner sponsoring event must provide proof of liability insurance and sign liability waiver indemnifying the Association.

## V. POOL AND SPA AREA RULES & REGULATIONS

All rules pertaining to the "pool area" refer to the entire area enclosed by fencing.

1. Hours of operation are: 6:00AM to 7:00AM Lap Swimming Only (daily)  
7:00AM to 10:00PM (Sunday - Saturday)  
**Hours of operation are subject to change at the discretion of the Board of Directors.**  
Revisions to the Hours of Operation will be posted at the pool entrance.
2. Definition of peak hours: May 25 - Sept 30  
11:00AM to 6:00PM (Sat)  
11:00AM to 4:00PM (Sun)  
3:00PM to 6:00PM (Mon - Fri)
3. **The pool area is not available for reservation.**
4. **Swim at your own risk.** There is no lifeguard on duty. Lifesaving equipment is for emergency use only.
5. **Restroom doors, fence gates, and the spa gate are to remain closed/locked at all times.**  
Do not prop open gates or bathroom doors. Do not in any way prevent gates from locking. Propping open gates may result in closure of pool area by Health Department.
6. Pool/spa/tot pool users must be reasonably dry before entering clubhouse.
7. The pool area may be monitored by a 24 hour security camera, security personnel, and/or a pool monitor. **If security personnel and/or a pool monitor is in attendance, then said person(s) have the authority to enforce Terra Mar Rules & Regulations.**
8. One key will be issued to the Homeowner of each property. **The Terra Mar photo identification card must remain attached to your pool key as proof of residence. The key may be confiscated as "stolen/lost" if there is no attached ID and/or if the number on the key does not match the number of the attached ID card.**
9. **In order to verify legitimate access and reduce trespassing, anyone using the pool area must be prepared to show a pool key upon request to any resident, Committee member, Board member, and/or security personnel/pool monitor.** Persons who cannot produce a key will be considered to be trespassing and will be required to leave the area.
10. **The key may not be loaned.** If a key is lost, the Homeowner may purchase a replacement key (one replacement per year) from the Terra Mar HOA management company for \$250.00 which will serve to help defray the cost of rekeying. It is the Homeowner's responsibility to return the key to the Terra Mar HOA management company after the property is sold.
11. In the event that any Homeowner, their families, and/or tenant gives and/or purchases key(s) to give/sell to any non-resident, the Homeowner will be called before a Hearing and the Homeowner will be subject to forfeiture of their privilege to access the pool for a period of not less than six months and must pay a fine of not less than \$250.00. The Homeowner must return all keys in their possession.
12. **Facilities are for the primary and exclusive use of resident Terra Mar HOA Members.**  
Bringing guests to Terra Mar facilities is a privilege which may be revoked if abused.
13. **Non-resident guests are permitted. However,** they must be accompanied at all times by a Terra Mar homeowner of record or tenant who has signed a written lease with a Terra Mar homeowner of record. Prior approval from the Board is required to bring more than five non-

- resident guests to the pool and spa area at one time. Board approval does not include exclusive use of the pool or spa and may not be allowed during peak hours. Groups consisting of Terra Mar homeowners of record or tenants who have signed a written lease with a Terra Mar homeowner of record and resident family members do not require Board approval.
14. **Since there is no lifeguard on duty, Persons under the age of 14 must be supervised by an adult Terra Mar resident.** California Code of Regulations, Title 22, Sect. 65539.
  15. **Unsupervised use by persons under the age of 14 is prohibited.**
  16. **No person may use the pool area facilities after dusk unless accompanied by a Terra Mar Homeowner.**
  17. Children in the tot pool must be supervised by a responsible person at least 5 feet tall. The tot pool is primarily for the use of toddlers and their supervisors. Items deemed "swimming aids" are permitted in the tot pool. Rafts, noodles, and similar items are not permitted in the tot pool.
  18. Incontinent persons must be diapered, including plastic pants. **If fecal matter is accidentally discharged, please close the area and notify the Terra Mar HOA's management company immediately for chemical cleanup; don't forget that e-coli may be present in feces.**
  19. Organized swimming lessons is strictly prohibited due to risk of Association liability.
  20. Swimmers are required to dress in proper swimming attire. Cutoffs are strictly prohibited because the fabric pieces clog the filters.
  21. The following items are not allowed in the pool/spa/tot pool area:  
bicycles, skateboards, skates or roller blades, animals, glass containers, or charcoal barbecues.
  22. The following items are not allowed in the pool/spa/tot pool:  
small objects, food, drinks, chewing gum, smoking materials, or any other substance which might pollute the water or damage the filtration system.
  23. Pool recreational items, such as diving rings and rafts, may be used as long as they do not interfere with other swimmers. Boogie boards are not permitted. For your own safety, diving onto or jumping with flotation devices is strictly forbidden. All flotation devices must be in good condition and repair (example: broken "noodles" are not permitted).
  24. Diving, running, loud noise, loud music, abusive language, and rough play are prohibited.
  25. All refuse must be disposed of properly. Smoking is prohibited in the pool area.
  26. Temperature of pool/spa is not to be adjusted or altered for personal preference by unauthorized residents and/or guests. Only authorized personnel may enter pool equipment room.
  27. Remove the spa cover completely before using the spa. After use, turn off the timer and replace the cover.
  28. Gas barbecues ONLY are acceptable in the pool area with prior notification to the Terra Mar HOA management company (a message on the answering machine is O.K.: state your name, address, telephone number, date, and time that barbecue will be in use). Gas barbecues must remain on the cement area in front of the equipment room; this zone has been marked with white paint.
  29. Any damage to the pool area caused by Association Members, their family members, tenants, or guests may incur a fine in addition to actual costs of repair. Equipment and furniture may not be removed from the pool area.

30. Common area privileges may be suspended for any resident upon a finding after a hearing that the unit owner is ninety (90) days delinquent in monthly assessments.
31. A tenant renting a home in Terra Mar must have written permission from the Homeowner to have access to the Pool/Spa area and the Homeowner must then give the tenant the key issued to the address. Non-resident Homeowners may not access the pool if access has been transferred to a tenant.
32. **Residents are encouraged to report violations in writing to the Terra Mar HOA's management company.**
33. **Illegal activity, suspicious activity, and/or trespassing should be reported directly to the Police.**



## Terra Mar Clubhouse Rules and Regulations

1. Hours of operation are 7:00am - 10:00pm. Clubhouse is available for reservation for a maximum of 5 hours, including set-up and clean-up.
2. Reservations will not be accepted for dates closer than 10 days prior to the scheduled event nor more than 90 days prior to the event.
3. **Clubhouse use is by reservation only at a cost of \$50.00 per event**, and is not available during holidays or holiday weekends. Holidays include: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
4. **Boundaries:** The Clubhouse boundaries include the building and the enclosed lawn closest to the street; the party must be contained within this area. **Clubhouse furniture may not be moved into the pool area.**
5. Facilities are for the exclusive use of residents of Terra Mar HOA and their guests. **Guests must be accompanied at all times by an owner of record of the unit, or a tenant who has signed a written lease with the unit owner.**
6. The reserving Homeowner is responsible for the conduct of his/her guests and is responsible for any damage which may be caused by his/her guests.
7. **Tenants** need written permission from the unit owner in order to reserve the facilities; Homeowner assumes all financial responsibility. Non-resident homeowners may not access the facilities if access has been transferred to a tenant.
8. **Large Groups** will be considered groups over 30 people. **Large groups must have prior approval by the Board.** Please allow at least 40 days for Board approval.
9. **Decoration of Clubhouse may not result in damage to any part of the clubhouse and all decorations must be removed prior to check-out.** Loose helium-filled balloons are strictly prohibited due to the risk of ribbons tangling/damaging ceiling fans; weighted table arrangements and/or tied down balloons are permitted. **Decorations may not be applied to the acoustical panels.**
10. Barbecues only are acceptable in the clubhouse patio area with prior notification to check-in agent. Barbecues must remain on the cement area which has been marked with white paint.
11. Portable, imported play equipment may be set up in enclosed patio east of clubhouse and must not cause any damage to lawn and/or decorative plants.
12. The clubhouse is not a place of public accommodation. Outside Organizational groups (scouts, service clubs, sports clubs, etc.) may not be allowed to hold ongoing meetings in the clubhouse.
13. After the event, all trash must be removed from the Clubhouse and returned to the residence.
14. Be sure to accurately estimate the number of guests. Exceeding the stated number by more than 20 percent may result in forfeiture of the deposit.

## Terra Mar Clubhouse Rules and Regulations (Continued)

15. **Business functions** held for the sale of goods and services are not allowed.

16. **Reservation Procedures**

A. **Before reserving the clubhouse**

1. Resident Homeowner must be current on HOA fees.
2. Tenant must get Homeowner's permission in the form of a signed letter (can be faxed) stating; tenant's name and property address, owner's name and current address and phone number, date of event, owner's consent for tenant's use and acceptance of financial responsibility for any damages incurred.

B. **After meeting the above requirements**

1. Call Avalon Management at 760-481-7444 between 9:00am and 5:00pm Mon-Thurs and 9:00am and 4:00pm on Fri, to request your date; you will receive a packet of information and clubhouse reservation form. Fill out the form completely and return it with your deposit check to management. **The clubhouse is not considered reserved until management has received the completed reservation form, use fee and deposit check.** Reservations will not be accepted for an event more than 3 months from current date.
  - a. Call volunteer to schedule your check-in and check-out time. Check-ins must be booked at least **72 hours in advance**. (Please see item 16C.)
  - b. Meet volunteer at scheduled check-in time to receive the key to the clubhouse. Clubhouse volunteer will not perform check-in if HOA does not have pre-approved reservation form.
  - c. Upon arrival for your event, should you notice any problems not noted during your check-in, call Avalon within first 15 minutes and leave a message reporting the specific problem.
  - d. Meet volunteer at scheduled check-out time. Return key to volunteer who will complete an inspection of the clubhouse. If no problems are noted, the volunteer will sign off the reservation form; you may return your signed off reservation form to Avalon and your deposit check will be returned to you. If any problems are noted, the volunteer will contact management and your check will be held until the situation is resolved.

C. **Residents are reminded that reserving the clubhouse does not guarantee access unless a volunteer is available to do check-in/check-out. In the event that you are unable to secure a volunteer, the pool area may not be used to hold your party. The pool area is primarily for the use of residents.**

- a. *Volunteer never relinquishes key.*
- b. *Volunteer check in, verify head count, check out.*

*If volunteer is reserving clubhouse, must be checked in/out by other volunteer.*

*Enforcement: \$400 deposit plus enforcement/fine.*

## VII. ARCHITECTURAL CONTROL

1. **Landscape design plans must be submitted for approval prior to any work being done if the “softscape” (plants) improvements consist of more than a 10% change to the original design OR if any “hardscape” (anything other than plants) is involved. After 10% of the original design has been modified, any future changes must be submitted for approval.**
2. **Published guidelines for particular improvements do not negate the requirement for approval from the Architectural Control Committee prior to start of work.**
3. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, repair, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Terra Mar Community. *(CC&R Article X, Section 7)*
4. Any approval granted by the Architectural Control Committee does not negate the necessity for obtaining required permits from any regulating County/City agency. Obtaining County/City agency approval does not constitute or guarantee approval by the Architectural Control Committee. *(CC&R Article X, Section 7)*
5. Neighbor approvals/disapprovals are factors considered by the Architectural Committee in making its decision, but do not require the Committee to rule in any particular way.
6. **Softscape – is defined as all live plants**
  - a. All plants below three (3) feet in height are considered a shrub; all shrubs must be placed and maintained within property lines.
  - b. All plants above three (3) feet in height are considered a tree; all trees must be maintained to minimize excessive tree litter and so as not to obstruct public sidewalks.
  - c. Removing live plant(s) requires replacement with live plant(s); removal of tree(s) or shrub(s) may be replaced by grass, flowers, shrub, or tree.
  - d. Homeowners planting on or near property lines are responsible for the maintenance and growth of all softscape planted on the property lines.
7. **Hardscape – is defined as any non-plant feature which includes but is not limited to:**
  - a. exterior building modifications.
  - b. drainage alterations.
  - c. fences, walls; fencing located between homes is considered to be joint property of neighboring homes; modification of co-owned fencing requires written approval of neighboring Homeowner.
  - d. painting, refurbishing.
  - e. structures, patio covers.
  - f. patios.
  - g. walkways.
  - h. permanent decorative planters, borders.
  - i. decorative concrete/masonry, metal, wooden features over three (3) feet in height.
  - j. use of decorative rock for more than 50% of yard; gravel will not be accepted as decorative rock.
  - k. lattice additions.
  - l. recreational equipment.
  - m. antennae.
  - n. exterior air conditioning.
  - o. water softening fixtures or equipment.
  - p. addition of pool and/or spa in back yard.

8. **Front Yard**
  - a. Front yard landscaping must be maintained so as not to be a nuisance to neighboring Homeowners and/or the Association.
  - b. Front yard landscaping is governed by sections 5 & 6 above.
  
9. **Rear Yard**
  - a. Rear yard landscaping must be maintained so as not to be a nuisance to neighboring Homeowners and/or the Association.
  - b. Addition of pool requires prior approval.
  - c. Softscape and/or hardscape improvements which are noticeable above the fence line require prior approval.
  
10. **Home Painting Policy:**
  - a. Homes on Via Bernardo and Via Alicia are designed as Mediterranean style, therefore homes cannot be painted in any other color than the original color. Garage doors should be painted within the original color range.
  - b. Homes on Via Baldona, Via Colina, and Via Silva are designed in several architectural styles and numerous wall/trim color combinations. The style of the home may not be changed. The house may be painted using any of the original neighborhood wall/trim color combinations as long as it is not the same as the houses on the immediate left or right. Garages should be painted in the same wall/trim combination as the house.
  - c. Front doors may be painted in a color which expresses the individuality of the home based on the following guidelines:
    - ACCEPTABLE COLORS: include Country Blue, Brick Red, Forest Green, Sunny Yellow, etc.
    - UNACCEPTABLE COLORS: include Hot Pink, Fluorescent Orange, Lime Green, etc.
  - f. All plans for exterior modifications must be submitted to the Architectural Control Committee for approval prior to starting work.
  
11. **Garage Door Replacement Policy:** original wooden garage doors may be replaced with rolling garage doors where the color matches (or as closely as possible) the original stucco or trim color of home or the original door color; the top panel may contain windows. All plans for exterior modifications must be submitted to the Architectural Control Committee for approval prior to starting work.
  
12. **Fence Painting Policy:**
  - a. Homes on Via Bernardo and Via Alicia: out-facing fence surface may be left natural, may be stained in natural wood colors, or may be painted white.
  - b. Homes on Via Baldona, Via Colina, and Via Silva: out-facing fence surface may be left natural, may be stained in natural wood colors, or may be painted dark brown.
  - c. All plans for exterior modifications must be submitted to the Architectural Control Committee for approval prior to starting work.
  
13. **Satellite Dish/Radio Antenna Installation and Maintenance Policy:**
  - a. Satellite dishes of one (1) meter or less in diameter, and other communication-receiving antennae or devices covered by the Federal Telecommunications Act of 1996 (the "Act") (collectively referred to in this policy as "qualified satellite receiver"), may be installed on the Owner's Unit and Exclusive Use Area as provided in this policy. Satellite dishes larger than one (1) meter in diameter, and any other antennae not covered by the Act, are prohibited as provided in the Association's governing documents.
  - b. An Owner may install a qualified satellite receiver in the Owner's Lot in a location necessary for the signal strength required. If more than one location on the Lot will provide the requisite signal strength, Owner must place his or her qualified satellite receiver in the location which will minimize the visual effect of the equipment on the Common Areas and other residents.

- c. Owner shall keep the qualified satellite receiver in good repair and maintenance and not permit to become unsightly.
- d. **Qualified satellite receivers may not be installed on any part of the Association Common Areas.**
- e. Owner shall indemnify and hold harmless the Association, and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgement, or cost, including attorney's fees and court costs, resulting from or arising out of Owner's installation, maintenance, or use of the qualified satellite receiver, to the extent that Owner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgement or cost, including attorney's fees and court costs being indemnified.
- f. Nothing in this policy is intended to unreasonably increase the Owner's cost of installing a satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received.
- g. Nothing in this policy is to be interpreted as being in contravention of the Act regarding the installation, maintenance, and use of satellite dishes. Should any portion of this policy be interpreted as contravening the Act, that section or sections shall be considered immediately modified to conform to the Act. Should it be impossible to modify the section or sections, that section or sections shall be deemed severable from the remainder of the policy, and shall be of no force and effect whatsoever.
- h. Application to the Association shall not be required prior to installing a qualified satellite receiver **as long as the installation complies with the above adopted policy and is adhered to.**
- i. Prior to, or simultaneously with, the installation of the qualified satellite receiver, the Owner of the Lot shall execute a copy of this policy and provide a signed copy to the Board of Directors.

14. **Submitting a Proposal**

No construction, alteration, addition, modification, or reconstruction of an improvement in the property shall be done without the written consent of the Architectural Committee:

- a. Proposal must be submitted according to required Architectural Improvement Request form.
- b. Plans and specifications must be submitted including, but not limited to, purpose, location, dimensions, and type and/or color of materials.
- c. Exterior materials must be compatible with original color, style, etc.
- d. The Committee may request additional information and may extend response time in direct proportion to any delay in receiving additional information requested.

*(CC&R Article X, Section 2)*

15. **The Architectural Committee will review all proposals in an impartial and timely manner:**

- a. A fee may be required if review of proposal incurs an actual cost.
- b. Approval may be granted, granted conditionally, or denied.
- c. The approval of any proposal shall not constitute a waiver to withhold approval or give consent to any similar proposals *(CC&R Article X, Section 4)*.
- d. Architectural Control Committee approval of a submitted proposal remains effective for six months only; thereafter, another application for approval must be made.
- e. Work on an approved proposal must begin within 6 months of approval and be completed within 12 months of approval.
- f. Any application shall be deemed approved if there is no response from the Architectural Committee within 30 days of receipt by any Architectural Committee member.

*(CC&R Article X, Section 2)*

16. **Appeal of Denial**

Homeowner has 30 days to submit a written appeal of denial to the Board of Directors:

- a. The Board will schedule a hearing with Homeowner to review the proposal and the decision of the Architectural Committee.

- b. Appeal is deemed approved if there is no response from the Board within 45 days of receipt by any Board member.
- c. Board decision will be made in closed Executive session and is final.  
(CC&R Article X, Section 10)

17. **Inspection of Work Upon Completion**

Homeowner shall give written notification to Committee on completion of project:

- a. Within 60 days, the Committee will inspect compliance to approved proposal.
- b. Committee has 60 days from date of inspection to give Homeowner written notification in case of noncompliance; failure of Committee to notify Homeowner of any noncompliance within 60 days of receipt of notice of completion constitutes acceptance of inspection.
- c. Homeowner has 30 days from date of notification to remedy noncompliance.
- d. Homeowner is responsible for expenses incurred through remediation of noncompliance.  
(CC&R Article X, Section 6)

18. **Noncompliance**

- a. If noncompliance has not been remedied within the original 30 day time period allowed, the matter will be referred to the Board of Directors:
  - i. In the case of continued noncompliance, the Board of Directors will give Homeowner notice and a hearing to further evaluate the situation.
  - ii. Board decision will be made in closed Executive session and is final.
  - iii. If the Board rules Homeowner to be in noncompliance, the Homeowner has 45 days from the date of ruling to remedy noncompliance.
    - 1. if noncompliance has not been remedied within this time period, the Board may record a notice of noncompliance in the Office of the County Recorder and peacefully remedy the noncompliance.
- b. Homeowner is responsible for personal and Association expenses incurred through remediation of noncompliance. If such expenses are not promptly repaid to the Association, the Board shall levy a special Reimbursement Assessment against the Homeowner.

(CC&R Article X, Section 6)

## I. ENFORCEMENT POLICY

1. Any Homeowner/tenant may report a violation or infraction to a Member of the Board of Directors or the Management Company in writing. The Board of Directors is unable to take action regarding anonymously and/or verbally reported violations.
2. Upon due notice, the Board may impose a fine, in addition to actual damages, upon a Homeowner for each violation and may suspend privileges (pool/clubhouse use, etc.). (CC&R Article III, Section 14; Article XIV, Sections (f), (g))

### 3. Violation Notice and Notice of Hearing

Each violation notice will include the type of violation, date of violation, consequences of the violation for continued noncompliance, as well as a notation of the appropriate section of the document or rule. Enforcement of penalties for violations is as follows:

- a. For the first violation, a reminder letter will be sent to Homeowner; Homeowner will have 30 days to rectify violation unless otherwise specified.
- b. For the second violation, a violation notice will be sent to the Homeowner; Homeowner will have 30 days to rectify violation.
- c. For continuing or subsequent violations of the same nature, or damage to the common area, or acts which endanger the safety and welfare of others, a hearing notice will be sent to the Homeowner. An administrative fee may be charged to the Homeowner for a Notice of Hearing.

### 4. Hearing Procedure

- a. The notice will be sent no later than 15 days prior to the scheduled hearing.
- b. The hearing notice will describe the nature of the violation and inform the Homeowner of the possibility of a monetary fine, charge for cost of damages, legal action, or other course of action.
- c. The Homeowner will be notified of the date, time, and location of the hearing. The Homeowner will be advised that they will be given this one opportunity to speak before the Board of Directors before any penalty or fine is considered or assessed.
- d. The Homeowner may make a one time request to reschedule the hearing.
- e. Failure of the Homeowner to attend the hearing meeting will result in judgement against the Homeowner.
- f. Based on facts presented at the hearing before the Board of Directors, the Board may:
  - i. Dismiss the violation.
  - ii. Grant an extension of time to correct the violation. The Board will also determine the action to be taken if the violation is not corrected within the time period allowed.

- iii. Levy a monetary penalty if the violation is not corrected:
    - 1. First fine: \$100.00
    - 2. Second fine: \$200.00
    - 3. Third fine: Alternative Dispute Resolution (ADR)/Legal action may be initiated.
    - 4. Continuing offense: Any violation which continues uninterrupted and uncorrected after the third fine may be subject to a daily fine of \$50.00 per day.
    - 5. When fines reach \$500.00, action to collect may be taken in small claims court.
  - iv. Intentional damage to common areas may result in a fine of up to \$500.00 plus cost to repair or replace damaged area.
  - g. The Board will notify the violating Homeowner in writing of its final decision within 10 days after the hearing.
- 5. In the event that a tenant or non-owner has violated the Association R&R's, the Homeowner will be sent a violation and/or hearing notice, and will be responsible for any potential monetary fine, damages, penalty, legal, or other action. A copy of the violation notice will be mailed to any tenant in violation of the CC&R's or R&R's. Tenant responsibility is not negated by Homeowner responsibility.
  - 6. Any penalty assessment levied or any charge to the Homeowner for reasonable costs incurred by the Association for the repair of damages will appear on the Homeowners next monthly dues statement to be due and payable at the due date for the assessment statement. Legal fees incurred as a result of arbitration or legal action will be awarded in conformance with ADR.
  - 7. If Homeowner fails to pay any penalty/damage assessment, the Board may institute Enforcement by Suit, as provided in CC&R Article V, Section 1 1.