

ASSOCIATION RULES

L' ASSOCIATION DES PROPRIATAIRES

A California Non-
Profit Mutual Benefit
Corporation



AMENDED

by

BOARD RESOLUTION

March 18, 1997

NOTICE:

The CC&Rs define Owner and/or Tenant contractual obligations. It is the responsibility of each Owner and/or Tenant to know and understand the legal effect of Association governing documents. The Association Rules defined in this document clarify, identify, and define expected behavior of persons residing on the Property. Failure to read and understand the Association Rules does not relieve Owners and/or Tenants from their contractual obligations to comply with Association Rules. The terms of Association CC&Rs were accepted by Owners upon the close of escrow and by Tenants upon signing a lease or rental agreement. Any violation of Association Rules by Owners, Tenants, and/or guests may result in suspension of Owner's right to vote, Owner and/or Tenant suspension of Common Area privileges, and/or monetary penalties not to exceed Fifty Dollars (\$50) being imposed on the Owner and/or Tenant for any one violation (source: CC&Rs, Section(s) 2.2.1, 4.3.1.2).

President, Board of Directors
L' Association Des Proprietaires

Secretary, Board of Directors
L' Association Des Proprietaires

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1.0 DOCUMENT AUTHORITY

1.1 Association Rules. The Board shall adopt, amend, and/or repeal the Association Rules as it deems reasonable. The Association Rules shall govern the use of all Common Area used by Owners and Tenants, and their respective family members, guests or invitees. A copy of the Association Rules as amended, shall be mailed or otherwise delivered to each Owner. Each Owner bears the sole responsibility to provide their tenants with a copy of these rules. (source: CC&Rs, Section(s) 4.3.1.4).

1.2 Purpose and Scope of Rules. The purpose of amending the Association Rules is to more clearly identify and define permitted behavior, and to more clearly identify Owner and Tenant responsibilities to assist the Board in more effectively governing the Association.

1.2.1 Common Areas and Individual Units. Association Rules have been clarified to promote compliance and harmonious living.

1.2.2 Architectural Standards. Association Rules exist to promote and preserve a at harmonious design for the Association aimed preserving and protecting our property values.

1.2.3 Individual Behavior. Uniform compliance promotes harmonious living conditions.

1.3 Hierarchy of Authority: The higher a document's place in the hierarchy, the greater its legal weight in a court of law. The Association Rules are drafted to incorporate changes in the law as it may relate to our governing Documents:

- Federal statutes, regulations, and court decisions
- State statutes, regulations, and court authority
- Local county and city statutes, regulations, and court decisions
- Covenants, Conditions, and Restrictions (CC&Rs)
- Articles of Incorporation
- Bylaws

1.4 Criteria for Rule Development. Association Rules in this document cite the primary sources of authority for the rule. In most cases, the higher level governing document is the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). In some instances, case law has superseded some sections of our CC&Rs.

2.0 ARCHITECTURAL STANDARDS

2.1 Architectural Committee Approval. Any significant use of materials other than foliage, such as brick edging, railroad ties, rock, wood, concrete, etc., must be approved by the Architectural Committee (source: CC&Rs, Section(s) 17.1).

2.2 Patio Landscaping. Landscaping must be neatly trimmed, properly cultivated and maintained continually by the Owner. No planting or decorations of any kind are to be installed in Common Areas (source: CC&Rs, Section(s) 3.15, 3.17, 17.1).

2.3 ARCHITECTURAL STANDARDS (Cont.)

2.3 Exterior Lighting. Exterior lighting must be white light only (source: CC&Rs, Section(s) 3.16, 4.3.1.4, 4.3.2.1, 17.1).

2.4 Exterior Alterations. No Owner shall, at his expense or otherwise, make any alterations or modifications to the exterior of the buildings, fences, railings, or walls situated within the Project without the prior consent of the Architectural Committee (source: CC&Rs, Section(s) CC&Rs, 3.15, 3.16, 17.1).

2.5 Exterior Clotheslines. No exterior clothesline shall be erected or maintained, and there shall be no exterior drying or laundering of clothes or other articles on balconies, patios, porches or Common Areas within the Property (source: CC&Rs, Section(s) 3.14, 17.1).

2.6 Screen Doors. One specific type of screen door has been approved for installation on front doors of Units. The approved screen door is designated as the white Cape Cod Model manufactured by Active Mfg. (source: CC&Rs, Section(s) 3.10, 17.1).

2.7 Signs. No signs such as Realtor, private party, open house, or garage sale may be displayed to the public view from outside any unit or within the Common Area of the Property. "For Sale" or "For Lease/Rent" signs must be posted inside the Owner's Unit window (source: CC&Rs, Section(s) 3.8, 17.1).

2.8 Windows. Windows and glass doors can be covered only by drapes, shutters or shades and cannot be painted or covered, by foil, cardboard, blankets, sheets, or other similar materials. Each Owner bears the responsibility for cleaning and replacing said glass, interior and exterior (source: CC&Rs, Section(s) 3.4, 17.1).

2.9 Roof Access. Owners and Tenants are not authorized access to Common Area roofs. Owners with sun decks shall not permit animals access to roofs via sun decks (source: CC&Rs, Section(s) 2.6, 17.1).

2.9.1 Exclusive Use Equipment. Satellite dish installation, repair, and/or service, air conditioning and heating installation, repair, and/or service is provided through the management company via approval of the service provider; all charges shall be assessed to the account of the Owner (source: CC&Rs, Section(s) 2.6, 4.3.2.1, 4.3.2.2, 17.1).

2.10 Interior Repairs. The Association shall have the right to enter any unit to perform its obligations of maintenance under the CC&Rs. The right shall be immediate in case of an emergency whether or not the owner is present. (source: CC&Rs, Section(s) 2.3.1, 2.3.2, 2.3.3, 2.3.4).

2.10.1 Temporary Shut Down of Water. Notice of any disruption of water service shall be provided in advance to all Owners affected, and water shall be discontinued at a time convenient to all the Owners being affected, except that in case of an emergency such right of entry shall be immediate (source: CC&Rs, Section(s) 2.3.1, 2.3.2, 2.3.3, 2.3.4).

3.0 POOL RULES

3.1 Responsibilities. Owners shall be liable for any personal injury or Property damage to the Common Area, for any reason, whether caused by the Owner, Tenants, or *guests/invitees* of either Owner or Tenant. Use of Association pools is a Common Area privilege, and as such, can be suspended by the Board for violations of the Association Rules (source: CC&Rs, Section(s) 2.2.4, 3.18, 3.21, 4.3.1.2, 4.3.1.4).

3.2 Pool Restrictions. No glass containers, breakable objects, or fuel or electrical devices are permitted in the fenced pool area. No diving, running, pushing or rough behavior is permitted within the fenced pool area (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

3.2.1 Animals. No animals are permitted within the fenced pool area (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

3.2.2 Accountabilities. The maintenance of order and discipline within the fenced pool area is the responsibility of the individual. Owner (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

3.3 Lifeguards. There is no lifeguard on duty, users swim, at their own risk (source: CC&Rs, Section(s) 3.17, 3.18).

3.4 Children. Children under the age of 16 years must be accompanied by a responsible adult over 18 years of age at all times while within the fenced pool area (source: CC&Rs, Section(s) 3.21, 4.3.1.4).

3.5 Guests. All guests must be accompanied by a resident while within the fenced pool area. Guests shall be limited to a reasonable number (source: CC&Rs, Section(s) 3.21, 4.3.1.4).

3.6 Excessive Noise. No excessive noise is permitted within fenced pool area (source: CC&Rs, Section(s) 3.6, 3.21, 18.4).

3.7 Pool Gates. Residents are responsible for locking pool gates behind them when entering or leaving the fenced pool area. Gates shall not to be propped open (source: CC&Rs, Section(s) 3.17, 3.18).

3.8 Swim Suits. Swimsuits must be worn at all times by people in the pools and spas. Cutoff shorts are not permitted in the pools and spas (source: CC&Rs, Section(s) 4.3.1.4, 4.3.2.1).

3.9 Polluting Pool Water. No liquids, soaps or any foreign materials shall be introduced or added to the pool and spa waters (source: CC&Rs, Section(s) 3.17, 3.18, 4.3.1.4, 4.3.2.1).

3.10 Water Temperature. During the summer months, all pools will be heated at the discretion of the Board of Directors. During the winter months, one pool will be heated at the discretion of the Board of Directors. Pool temperature changes occur on or about the beginning and ending of Daylight Savings Time. Each winter the designated winter pool will alternate between phases 1, 2, & 3.

3.0 POOL RULES (Cont.)

3.11 Pool Quiet Time. 10 p.m. to 8 a.m. is designated pool quiet time. No Noise is permitted during this period. Any talking, laughter, and jumping into the pools and spas interferes with the quiet enjoyment of the occupants in Units and is considered an annoyance and nuisance (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

3.11.1 Disturbing the Peace. The Sheriffs Department and/or the Patrol Service will respond to any violation of Rule 3.11. Each agency will then report the complaints to your Board of Directors.

4.0 COMMON AREA RULES

4.1 Common Area Quiet Time. 10 p.m. to 8 a.m. is designated Common Area quiet time. Noise is to be kept to a minimum during this period. Excessive noise of any source interferes with the quiet enjoyment of the occupants of the Association and is considered an annoyance and nuisance (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

4.1.1 Disturbing the Peace. The Sheriffs Department and/or the Patrol Service will respond to any alleged violation of Rule 4.1. These complaints are reported to the Board.

4.2. Common Area Barbecues. Use of barbecues are a Common Area privilege, and as such, can be suspended by the Board for violations of the Association Rules. Outdoor cooking in the Common Area is to be done in designated barbecue areas only and on Association barbecue equipment only. Use of Association barbecues will be on a first-come, first-served basis. No reserving of *barbecues* is permitted (source: CC&Rs, Section(s) 2.2.4, 3.6, 4.3.1.2).

4.2.1 Barbecue Clean-up: *Barbecues and barbecue areas* are to be cleaned prior to leaving the barbecue area. Barbecue grills are to be cleaned using the grill brush provided. After using, make sure the gas is turned off and the barbecue cover is closed (source: CC&Rs, Section(s) 4.3.2.1).

4.3 Walls, Gates, Fences, and Stonework. Climbing on or over walls, gates, fences and stonework is prohibited (source: CC&Rs, Section(s) 3.17, 3.18, 4.3.1.4, 4.3.2.1).

4.4 Trash Disposal. Trash, garbage or other waste products shall be kept only in designated trash receptacles for disposal of trash (source: CC&Rs, Section(s) 3.13).

4.4.1 Trash Receptacle Restrictions. Owners or Tenants shall not place appliances, of any nature, etc.; as well as hazardous materials, such as but not limited to, chemicals, paints, dirty oil and oil filters, auto parts, in or around Association designated trash receptacles. Owners and Tenants shall be jointly responsible for compliance with this rule. (source: CC&Rs, Section(s) 3.17, 3.18, 4.3.1.4, 4.3.2.1).

4.5 Trespassing. The Association reserves the right to prohibit or limit access to the Association property by uninvited people. The following is not an exhaustive list: any canvassing, posting handbills, soliciting is considered trespassing. Rummaging through trash receptacles by non-residents is trespassing. Owners should report anyone observed climbing the fences into the pool areas or rummaging through trash receptacles to the Sheriff's

4.5 Trespassing (Cont.)

Department and/or Patrol Service (source: CC&Rs, Section(s) 2.1, 2.2, 2.2.1, 3.17).

4.6 COMMON AREA RULES

4.6 Abandoned Grocery Carts. Residents shall not abandon, leave, or place grocery carts from local supermarkets on the Common Area (source: CC&Rs, Section(s) 3.6, 3.17, 4.3.1.4, 4.3.2.1).

4.7 Skateboarding and Roller Skating. No skateboarding or roller skating (including roller blades and inline skates) shall be used within the common areas of the Association Property. No bicycling is permitted on the sidewalks (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

4.8 Car Wash Stalls. Car washing in the Common Area is restricted to designated "Car Wash" areas only. Car Wash Stalls are to be cleaned after using. Car Wash Stalls shall not be used for additional parking. Use of car wash areas are a Common Area privilege, and as such, can be suspended by the Board for violations of this Rule (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

4.8.1 Hours of Operation. 10 p.m. to 8 a.m. is designated Common Area quiet time. Using the Car Wash Stalls is prohibited. Use of car wash stalls will be on a first-come, first-served basis. Car washing is to be limited to 30 minutes per vehicle (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

4.9 Vehicle Repairs. No repair or maintenance of automobiles or other motorized vehicles is permitted in the Common Area of the Project, including but not limited to streets, driveways, "Reserved" parking, car wash areas, and Scramble parking (source: CC&Rs, Section(s) 3.3, 3.6, 3.17, 3.18, 4.3.1.2).

5.0 ANIMALS

5.1 Responsibilities. Each person bringing or keeping a pet or animal upon the Project shall be liable to all other persons (including the Association) for any damage caused by any pet or animal. Any violation of this section will also subject the pet or animal handler to Association discipline. The Board can prohibit maintenance of any animal that constitutes a nuisance to any other Owner in the sole and exclusive opinion of the Board. (source: CC&Rs, Section(s) 2.2.4, 3.11, 3.18, 3.21, 4.3.1.2, 4.3.1.4).

5.2 Restrictions. Only domestic dogs, cats, fish, and birds in cages may be kept within the units of the Association. No more than two (2), total, pets per unit are allowed. Pets are defined as any biological non-human inhabitant, for any duration of time (source: CC&Rs, Section(s) 3.11).

5.2.1 Dog Restraints. All dogs must be on a leash whenever they are present in the Common Areas (source: CC&Rs, Section(s) 3.11).

5.2.2 Dog and Cat Excrement. Dog owners must clean up all excrement deposited by their dogs in the Common Areas. Patios and deck areas must be kept clean of accumulated dog

5.3 ANIMALS

5.2.2 Dog and Cat Excrement (Cont.)

and cat excrement (kitty litter boxes). No pet shall be permitted access to the roofs from sun decks. Pets defecating or urinating on Common Area roofs is also a violation of this rule (source: CC&Rs, Section(s) 3.6, 3.11, 3.17, 3.18).

5.3 Pet Noises. Pet noises must be kept to a minimum level (source: CC&Rs, Section(s) 3.6, 3.11, 3.17, 3.18).

5.4 Commercial Boarding and Breeding. No Owner or Tenant shall keep, breed or raise animals for any commercial purposes (source: CC&Rs, Section(s) 3.3, 3.11).

6.0 OWNERS AND TENANTS

6.1 Lease and Rental Agreements. The Association shall be permitted the right to force the eviction of any Lessee/Tenant(s) within the project. Said eviction may be based on serious or multiple violations of the any one or number of the Association's controlling rules and regulations (source: CC&Rs, Section(s) 2.4, 4.3.1.2).

6.2 Notification of Lease/Rental. Each Owner shall notify the Secretary of the Association through the Association's management company of the names of any Lessee or Tenant of such Owner's condominium and provide a duplicate copy of the lease or rental agreement (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 2.4, 4.3.1.2).

6.3 Owner and Tenant Registration. Each Owner shall complete and forward the Owner/Tenant Registration Form. This form provides the Board of Directors and the management company with off-site and on site mailing addresses of the Owner and Tenant, vehicle *color~make~model~year*, and vehicle license plate numbers for all vehicles registered to Owners, Tenants, and persons residing on the Property (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 2.4, 4.3.1.2).

6.4 Delegation of Rights. Owners may delegate rights of use and enjoyment in the common area Project. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are those rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners; delegated rights cannot be co-shared with Owner(s) (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 2.4).

6.5 Right of Enforcement. Either the Association or Owner shall have a right enforce the provisions of the CC&Rs and Association Rules against Owner or Tenant alike (source: CC&Rs, Section(s) 2.4, 4.3.1.2).

6.6 Failure To Take Action. The Association may elect to evict any lessee/tenant within the project if the Owner fails to take action within 10 days after receipt of the Association's demand for eviction (source: CC&Rs, Section(s) 3.2, 3.21).

6.0 OWNERS AND TENANTS (Cont.)

6.6.1 Recovery of Expenses. Any expenses incurred by the Association to evict a Tenant from the Property, including attorneys fees and costs of suit, shall be paid by such Owner (source: CC&Rs, Section(s) 3.2, 3.21).

6.7 Guests. The Association has the right to limit the number of quests using the Common Area privileges (source: CC&Rs, Section(s) 2.2.1, 4.3.1.2).

7.0 VEHICLES AND GARAGES

7.1 Vehicle Registration. All vehicles operating within the Common Area shall display and be properly licensed. All vehicles used by persons residing within the Project shall provide the Board of Directors via the management company with vehicle identification as defined in the Owner and Tenant Registration Form (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 3.7).

7.2 Parking Restrictions. Unless otherwise permitted by the Board of Directors, no vehicle shall be parked or left within the Project other than within a garage, Reserved parking space, or Scramble parking spaces and all other stalls (source:..CC&Rs, Section(s) 2.2.3, 2.2.6, 3.7).

7.2.1 Scramble Parking. Parking stalls and spaces in the Common Area which are not marked "Reserved" shall be available on a first-come first served" basis for owners/tenants and their guests. Continuous parking of an undriven vehicle in scramble parking for more than seven (7) consecutive days will be considered a "stored" vehicle and will towed at the expense of the owner. Violations of this rule may also result in the loss of Common Area privileges, and/or monetary penalties not to exceed Fifty Dollars (\$50) being imposed on the Owner and/or Tenant for any one violation (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.2.1.1 Abuse of Privileges. Scramble parking in the Common Areas is a privilege. Owners and/or Tenants are considered to be abusing Scramble privileges when they park vehicles in scramble parking for more than twenty-four (24) hours, while during that same twenty-four (24) hour period, their "Reserved" parking stall and/or garage remains unoccupied or occupied by a unlicensed and/or unregistered vehicle(s) (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.2.2 Vehicle Storage. No vehicle storage facilities exist within the Common Area of the Property. Unlicensed and/or unregistered vehicles parked or left in Reserved parking or Scramble parking stalls and spaces are considered "stored" vehicles, and as such, are subject to being towed at the Owner' and/or Tenant's expense (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.2.3 Recreational Vehicles. No boat, truck, camper, recreational vehicle or tent shall be used as a living area while located within the Project. No truck, trailer, camper or recreational vehicle may be stored on the Project by any Owner unless it is the Owner's principle means of transportation (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 3.7, 3.12, 4.3.1.2).

7.0 VEHICLES AND GARAGES (Cont.)

7.3 Parking Enforcement. All vehicles found parked (unoccupied) in non-parking areas will be towed at the Owners and/or Tenant's expense (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.4 Garages. Garages shall be used for parking registered vehicles and shall not be used or converted for living, recreational, commercial or business purposes, including, but not limited to garage sales, repair of automobiles, or other motorized vehicles. Any garage doors shall remain closed at all times except when occupied or being used to enter or exit, and each Owner shall maintain in good operating condition an automatic garage door mechanism (source: CC&Rs, Section(s) 3.3, 3.6, 3.7, 3.17, 3.18, 4.3.1.2).

8.0 DUE PROCESS

8.1 Rules Enforcement. The Due Process Procedure is a formal process designed to protect the rights of all parties involved. The benefits to using the Due Process Procedure to enforce Association Rules are:

- All alleged rule violations are handled in the same manner
- The Due Process Procedure is recognized by the courts as an indication of a legally valid rule enforcement
- The vast majority of rule violations can be resolved with this Procedure thus avoiding going to court
- Being heard in a non threatening fact-finding forum often results in voluntary compliance to a rule
- Such a Procedure provides an opportunity to explore alternative means to resolve a violation.

8.2 Internal Resources. There are a number of internal resources available to the Board of Directors to encourage an Owner and/or Tenant to conform to Association Rules.

8.2.1 Suspension of Privileges. The Association can suspend the voting rights can suspend use privileges of the Common Areas including barbecues, pools and spas, car wash facilities, and/or Scramble parking for a period of thirty (30) days for any one violation. Only privileges related to the violation could be suspended. Example: Abuse of Scramble parking can result suspension of Scramble parking privileges on the Property, rather than suspension of pool privileges - requiring an Owner and/or Tenant to park his vehicle(s) in a "Reserved" stall and/or assigned garage, or on Rimhurst (source: CC&Rs, Section(s) 4.3.1.2).

8.2.1.1 Assessment Delinquencies. Any Owner who becomes more than thirty (30) days delinquent in his Association assessments will be suspended from all Common Area privileges, as well as, being suspended from voting in the next Annual election. This suspension will continue until payment is made (source: CC&Rs, Section(s) 4.3.1.2).

8.2.2 Fines and Cost Collections. The Board of Directors, on behalf of the Association, has the authority to impose fines. A monetary penalty cannot exceed Fifty Dollars (\$50) for any one violation. Recent legislation endorses compliance assessments as a means to collect

8.3 DUE PROCESS

8.2.2 Fines and Cost Collections (Cont.)

costs incurred by Associations to repair damage to Common Area Property through the lien and foreclosure process. The addition of this language to the Civil Code creates a basis for successful enforcement to collect costs incurred for repair of damages to Common Area Property (source: Civil Code, Section 1367(b), CC&Rs, Section(s)4.3~1.2).

8.2.3 Suspension and/or Fines. The Board of Directors, on behalf of the Association, has the authority to impose a suspension of any Association common area privilege and/or impose fines for any one violation. Monetary fines may be Fifty dollars (\$50) or the actual expense imposed on the Association by the violation(s) (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

8.3 Due Process Procedure. The basic steps in the Association's Due Process Procedure begins after receipt of the Violation Report with the issuance of a "cease and desist" letter which contains:

- Notice of the alleged rule violation
- The action required to end the violation
- A specific time within which the violation must be corrected
- Time and place of a hearing before the Board
- The sanctions imposed if the alleged violator is found guilty of the violation(s):

8.3.1 Board Resolution. The Board of Directors will cause a notice of hearing to be mailed to the alleged violators.

8.3.2 The Hearing. The Hearing shall be a fact-finding session. The Board may delegate this obligation to a committee of its discretion. A default will be entered against any violator that fails to cooperate with the Board or its agent in discovering the facts and/or by refusing or failing to defend, attend any noticed disciplinary hearing.

8.3.3 Arriving at a Verdict. The Board of Directors shall be the ultimate finder of fact as to whether an Association Rule(s) has been violated; only the Board of Directors may impose a sanction (penalty) against said owner or lessee/tenant, if any. In its sole discretion, the Board of Directors may find that not enough evidence was submitted to allow the Board to reach a decision, and it may require additional evidence and/or hearings in the matter. All matters shall be taken under submission. The Board will issue its written decision within thirty (30) days of the end of the hearing or fact-finding inquiry by the Board of Directors. The Board of Directors shall issue its decision in the form of a written ruling and mailed to the violator(s).

8.3.4 Appeals. An appeal is a request for a review of a case by a higher authority. Because the Board of Directors is the hearing panel, the alleged rule violator must appeal to an authority outside the Association. California Civil Code Section 1354 requires parties to first submit their dispute to arbitration or mediation (Alternative Dispute Resolution (ADR)), the court may dismiss any persons' complaint or refuse to grant the party attorney fees and costs if that party first failed to submit the matter to ADR.

9.1 Reporting Responsibilities. Owners and Tenants have a responsibility to report alleged violations to the management company. People who violate Association Rules interfere with the quiet enjoyment of Association residents, add additional costs to maintaining the Association in a "first-class" condition, and affect Property values.

9.2 Violation Report. The Violation Report provides residents a convenient way to report violations to the management company. The Violation Report has been adopted to provide an efficient and effective way to uniformly apply Due Process, and manage the rule violation, completes both sides of the Violation Report, and submits the report to the management company. For Owner and Tenant convenience, the Violation Report is formatted so that it can be enclosed in the Owner's monthly assessment envelope.

9.2.1 Violation Notice. The Owner and/or Tenant will receive a Violation Notice directing the Owner and/or Tenant to "cease and desist" actions subject to the violation. The Violation Notice will instruct the Owner and/or Tenant to correct the violation and/or appear at a hearing before the Association Board of Directors or its agent at the designated time and place. If the violator is still in violation 15 days after the hearing date, a second Violation Notice will inform the Owner and/or Tenant of a second violation, and the time and place for a new violation (s) hearing.

**Failure to Cooperate, Defend and/or Appear for
Noticed Hearings will be Considered
"NO CONTEST"**

**I.E. and Admission By The Alleged Violator that will
Result in a Guilty Verdict and/or Sanctions for each
Violation**

**L' ASSOCIATION DES PROPRIÉTAIRES
VIOLATION REPORT**

ALLEGED VIOLATION:

ARCHITECTURAL RULES	POOL RULES	COMMON AREA RULES	ANIMALS
Approval (2.1)	<input type="checkbox"/> Pool Restrictions (3.2)	<input type="checkbox"/> Quiet Time (4.1)	<input type="checkbox"/> Restrictions (5.2)
Patio Landscaping (2.2)	<input type="checkbox"/> Children (3.4)	<input type="checkbox"/> Barbecue Clean-up (4.2)	<input type="checkbox"/> Excessive Noise (5.3)
<input type="checkbox"/> Exterior Lighting (2.3)	<input type="checkbox"/> Guests (3.5)	<input type="checkbox"/> Climbing (4.3)	<input type="checkbox"/> Boarding/Breeding(5.4)
<input type="checkbox"/> Exterior Alterations (2.4)	<input type="checkbox"/> Excessive Noise (3.6)	<input type="checkbox"/> Trash Disposal (4.4)	VEHICLES AND GARAGES
<input type="checkbox"/> Exterior Clotheslines (2.5)	<input type="checkbox"/> Pool Gates (3.7)	<input type="checkbox"/> Trespassing (4.5)	<input type="checkbox"/> Parking Restrictions (7.2)
<input type="checkbox"/> Screen Doors (2.6)	<input type="checkbox"/> Swim Suits (3.8)	<input type="checkbox"/> Grocery Carts (4.6)	<input type="checkbox"/> Scramble Parking (7.2.1)
<input type="checkbox"/> Signs (2.7)	<input type="checkbox"/> Pool Pollution (3.9)	<input type="checkbox"/> Skateboards/Skating (4.7)	<input type="checkbox"/> Abuse of Privileges (7.2.1.1)
<input type="checkbox"/> Windows (2.8)	<input type="checkbox"/> Pool Quiet Time (3.11)	<input type="checkbox"/> Car Wash Areas (4.8)	<input type="checkbox"/> Vehicle Storage (7.2.2)
<input type="checkbox"/> Roof Access (2.9)		<input type="checkbox"/> Vehicle Repairs (4.9)	<input type="checkbox"/> Recreational Vehicles (7.2.3)
<input type="checkbox"/> Interior Repairs (2.10)			<input type="checkbox"/> Parking Enforcement (7.3)
			<input type="checkbox"/> Garages (7.)

(Please Include Complaint Information on Back)

Association Violation Report (Front)

COMPLAINT INFORMATION

Violation Date/Time: _____ Violation Location (Area, Unit, or Garage #): _____

Alleged Violator's Address (Phase & Unit Number): _____

Vehicle (s) Color/Make/Model/Year: _____ Vehicle License # _____

Witness (Print Name): _____

Person Originating Complaint (Print Name): _____

Originator's Address: _____ Witness Address: _____

Remarks: _____

Signature of Person Originating Complaint: _____ Date: _____

Association Violation Report (Back)

10.0 OWNER AND TENANT REGISTRATION

10.1 Change of Status Requirement. The Owner and Tenant Registration is to be used by the Owner and/or Tenant to report changes in Unit occupancy. Owners and/or Tenants must complete and return the registration form within ten (10) days of any change in Unit occupancy status. The Owner and Tenant Registration is for emergency use and rules enforcement. It is the policy of the Association to not release Owner and/or Tenant information (source: CC&Rs, Section(s)2.2.3, 2.2.6, 2.4, 4.3.1.2).

10.2 Annual Registration Update. During the first thirty (30) days of each calendar year, each Owner and Tenant will complete and forward the Owner/Tenant Registration Form in postage paid envelope provided by the management company. This form provides the Board of Directors and the management company with updated off-site and on-site mailing addresses of the Owner and Tenant, vehicle *color~make~model~year*, and vehicle license plate numbers for all vehicles registered to Owners, Tenants, and persons residing on the Property (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 2.4, 4.3.1.2).

OWNER REGISTRATION

Owner Name _____

Owner Address (Off-Site or On-Site): _____

Phone (H) () _____ Phone (W) () _____

Vehicle (Color/Make/Model/Year): _____ Vehicle License #: _____

Vehicle (Color/Make/Model/Year): _____ Vehicle License #: _____

Vehicle (Color/Make/Model/Year): _____ Vehicle License #: _____

Please Include Tenant Information on Back)

TENANT REGISTRATION

Tenant Name: _____

Tenant Address (Phase & Unit Number): _____

Phone (H) () _____ Phone (W) () _____

Vehicle (Color/Make/Model/Year): _____ Vehicle License Number: _____

Vehicle (Color/Make/Model/Year): _____ Vehicle License Number: _____

Vehicle (Color/Make/Model/Year): _____ Vehicle License Number: _____

Owner And Tenant Registration (Front & Back)

11.0 CONCLUSION

L' Association Des Proprietaires has been one of many Associations plagued with poorly developed and enforced rules. The courts routinely rule against Associations with poorly defined rules and enforcement procedures. The intent of these rules is to help inform and educate Owners and/or Tenants alike as to their basic contractual rights and obligations; and to create and implement a procedure of Due Process for the enforcement of its controlling documents for Owners and/or Tenants who fail to meet these obligations willingly. The overall intent of the Association rules shall be interpreted and construed liberally to achieve the results and goals herein stated.

