



TEMECULA CROWNE HILL COMMUNITY ASSOCIATION
RULES AND REGULATIONS

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MEMBERSHIP INFORMATION

Temecula Crowne Hill Community Association offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members (homeowners) of the Association.

Temecula Crowne Hill Community Association is a California non-profit corporation consisting of those Homeowners of Lots within the ultimate boundaries of Crowne Hill.

The purpose of the Temecula Crowne Hill Community Association is to ensure that the Common Areas will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic mandatory membership in the Association provides a membership base to share the future costs of maintaining the community.

The attached Rules, Regulations and Policies are developed to ensure each Member the greatest enjoyment of the Common Areas without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations are intended to concur with the Covenants, Conditions and Restrictions (herein after referred to as "CC&Rs") they do not cover the entirety of the CC&Rs. Please be sure to read the CC&Rs carefully and if you have any questions, contact the management company. If any conflict arises between these Rules and Regulations and the CC&Rs, the CC&Rs will supersede the Rules.

Homeowner assumes knowledge at the close of escrow that he/she is aware the property resides in a Planned Development with monthly assessments to be paid by the due date set forth in the governing documents. Under no circumstances is the failure to pay such assessments excused. Any late fees, interest, collection costs and fines may be used by the Association to require property to be current and in good standing. At no time will any homeowner of record be excused from monthly assessments as they are solely responsible that the account is current.

COMMON AREA RULES AND REGULATIONS

Common Areas are for the enjoyment of homeowners and its residents; they are maintained and improved through the Association assessments, therefore, it is in the homeowners' best interest to act considerately and with care to prevent increases or costs to homeowners.

1. Each Homeowner shall comply with all of requirements of the local or state health authorities and with all governmental authorities with respect to the occupancy and use of a Dwelling Unit.
2. No activities may be conducted, nor may any Improvement be constructed, anywhere in the Properties which are or might be unsafe or hazardous to any Person, Lot, Common Area or Association Property in the Properties.
3. Nothing shall be done or kept in the Properties which will increase the rate of insurance on any Lot, Common Area, Association Property or other portion of Properties without the approval of the Board, nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any Lot, Common Area, Association Property or other portion of the Properties or which would be in violation of any law.
4. No club meetings, sport events/practices, fundraisers, events, private business recruitment, etc. which requires membership dues or fees to attract outside residents to use Common Area facilities are allowed. Contact the Management Company if there are any questions or concerns regarding whether such an event may take place.
5. No noise or other nuisance shall be permitted to exist upon or emanate from any portion of the Association Property or any portion of a Lot or Common Area within the Properties so as to be offensive or detrimental to any other Lot or Common Area in the Properties or to its occupants.
6. Alarm devices used exclusively to protect the security and contents of a vehicle, Lot or Common Area, are permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.
7. No unsightly articles, including clotheslines and trash dumpsters, are permitted to remain on any portion of the Properties so as to be visible from any public or private street or from any other Lot, Common Area or Association Property.
8. Trash containers may be in view of neighboring Lots, Common Area or Association Property only when set out for a reasonable period of time (not to exceed twenty four (24) hours before and after scheduled trash collection hours).
9. Parties are allowed at the park areas on a first come, first served basis; reservations will not be accepted. Parties will not have exclusive use of the park areas and shall not restrict other members from utilizing the common areas for the duration of the event. Bounce houses or other third party vendors may be allowed upon prior approval; note that any approval will require both the vendor and the homeowner's insurance policy to add the Association and Management as additional insureds to their respective insurance policies and provide proof of such prior to commencement of the event.

TENANT RULES AND REGULATIONS

1. The Homeowner shall have the responsibility to provide to their tenants and guests with a copy of the Rules and Regulations of the Association. The Homeowner is deemed responsible for all of the actions of respective tenants and their guests; any and all violations of the restrictions, and/or damages to the Common Area related to/or incurred by tenants and guests, shall be the responsibility of the Homeowner to cure. Failure to pay association assessments is the sole responsibility of the homeowner or property owner(s) on file.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of a Homeowner's residence in exchange for any sort of consideration, or at the sufferance of the Homeowners.
3. All Lots shall be improved and used solely for private residential use.
4. No businesses such as, bed and breakfast, student exchange residences, tour groups, construction, towing, large meetings of regular groups, granny flats, apartments, adult learning, continued education or fees for classes, or grow it incentive social groups are permitted anywhere upon the Properties in the Project.
5. A Homeowner may rent his/her Lot as a private residence provided that the Lot is rented pursuant to a lease or rental agreement subject to the CC&R's. Restrictions include but are not limited to portions or residence property (i.e. room, pool house, out building, etc.) for a period less than 30 days.
6. No Lot may ever be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or any other such nonresidential purposes.

PARKING RULES

1. The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any streets contained within the Property.
2. The following vehicles are Authorized Vehicles: standard passenger vehicles, including without limitation automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Properties intended for parking of motorized vehicles, subject to the Restrictions.
3. The following vehicles are Prohibited Vehicles: any recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, wave runners, etc.), commercial-type vehicles (e.g., stake bed trucks, tank trucks, trailers, dump trucks, step vans, concrete trucks, limousines, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, boat, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles may not be parked, stored or kept on any public or private street within, adjacent to or visible from the Properties or on any other Association Property parking area unless either (a) they are owned and used by the Association or an Association vendor in connection with management or maintenance of a part of the Properties, or (b) they are parked for brief periods to allow for loading and unloading or in conjunction with actual repair or construction work.
4. Prohibited Vehicles may only be parked on the Association Property for brief periods of time to allow for loading and unloading or in conjunction with actual repair or construction work or (1) within a Homeowner's fully enclosed garage with the garage door closed.
5. No vehicles, prohibited or authorized, may be stored or parked on the side of the home. Car covers will be permitted, provided the covered vehicle shows no signs of being stored and/or inoperable (i.e. cobwebs, flat tires, weeds underneath, etc...).
6. All vehicles owned or operated by or within the control of an Homeowner or a resident of a Homeowner's Lot and kept within the Properties must be parked in a parking space within reasonable distance of homeowner property or garage of that Homeowner to the extent space is available; provided that each Homeowner shall ensure that any such parking space or garage accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant or Merchant Builder.
7. No repair, maintenance or restoration of any vehicles may be conducted on the Properties except within an enclosed garage when the garage door is closed, provided that such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance, safety hazard or pollutant.
8. The Board may establish additional regulations regarding any parking areas not assigned to individual Lots, including without limitation designated "parking", "guest parking", and "no parking" areas thereon, setting time limits for parking vehicles in the Association Property parking areas, and requiring registration of vehicles or use of parking permits; and may enforce all parking and vehicle use regulations applicable to the Properties, including removing violating vehicles from the Properties pursuant to California Vehicle Code Section 22658.2 or other applicable ordinance or statutes.
9. The City enforces its parking ordinances on public streets.

PET RULES

1. No animals deemed farm, barnyard, fowl, reptiles, fish or insects of any kind ("animals") shall be raised, bred or kept on any Lot or Common Area within the Properties, except that reasonable number of birds (household), fish, dogs, cats or other customary household pets may be kept on a Lot, provided that they are not kept, boarded, bred or maintained for any commercial purpose, nor in unreasonable quantities, nor in violation of any applicable local ordinances or any other provision of the Restrictions, and such limitations as may be set forth in the Rules and Regulations. "Unreasonable quantities" shall ordinarily mean more than four (4) household pets per Residence; provided, however, the Board of Directors may determine that a reasonable number in any instance may be more or less.
2. The Association, acting through the Board of Directors, may prohibit maintenance of any animal, which constitutes, in the opinion of the Board, a nuisance to the Homeowners of Lots in the Properties.
3. Animals belonging to Homeowners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash or other restraint being held by a person capable of controlling the animal.
4. Each Homeowner shall be liable to each and all remaining Homeowners, their families, guests, tenants, or invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by a Homeowner or by members of his/her family, his/her tenants or his/her guests. Association assumes no liability for any animals or issues or damage arising from such.
5. Excessive dog barking or other animal noise will be deemed a nuisance. Contact Animal Control to report the nuisance and action.
6. Additional animals to the maximum allowed by Association shall be considered on a case by case basis by the Board of Directors with adequate protections in place, as well as neighbor notification.
7. Dog runs installed at individual homes must be submitted for Architectural Review and approval prior to installation and shall not contribute to the inability of a homeowner to enjoy their property through smell, threat or noise.
8. Pet waste is to be picked up from Common Areas; pet stations with bags have been placed throughout the community. Pet waste not picked up in homes for which complaints are received will be referred directly to animal control/code enforcement for citation.

SIGN RULES

1. No signage, poster, billboard, balloon advertising device or other display of any kind ("Displays") may be displayed within the Properties except:
 - a. Entry monuments and similar community identification signs maintained by the Association.
 - b. Subject to Architectural Committee Rules governing the location, size and materials and other such criteria, one (1) nameplate or similar Homeowner name identification.
 - c. A reasonable number of signs advising of the existence of security services protecting a Lot.
 - d. One (1) sign which may be displayed on each Lot advertising the Lot for sale or lease.
 - e. A reasonable number of signs of political support during election season, such signs to remain no longer than 14 days after Election Day.
2. For Sale or lease signs (a) may not be larger than eighteen inches (18") by thirty inches (30") in size; (b) may not attach to the ground by means other than a conventional single vertical stake which may not exceed two inches (2") by three inches (3") in diameter (i.e., posts, pillars, frames or similar arrangements are prohibited); (c) may not extend more than three feet (5') above ground level.
3. No sign shall be installed or displayed on Association community property, Common Areas, easements or fencing. Questions on community property versus private or city property may be directed to management.
4. All signs or billboards and the conditions promulgated for the regulation thereof shall conform to the requirements of all applicable governmental ordinances.

Portable Basketball Backboard Policy

Portable free-standing basketball backboards are permitted provided:

1. For purposes of these rules, a "portable" basketball backboard and related pole and/or other supporting apparatus (hereinafter "basketball equipment"), is one which is designed and/or constructed to be mobile and easily moved from place to place without necessity of detachment or removal of the pole or other supporting apparatus from a sleeve or any other structure, fixture, or appurtenance affixed to, or located on or in, the ground or other structure. No basketball backboard may be mounted or affixed to the home.
2. Basketball equipment will be stored next to the home as close to and behind the rear yard gate when not in use and never in the street or sidewalk area or public area.
3. Basketball equipment will not be used in such a manner as to block pedestrian access on the sidewalk, or entry into any home other than the home to which the basketball equipment belongs.
4. Basketball equipment must be maintained in a neat and attractive condition. The Board reserves the right to demand removal of any backboard, which it determines to be unsightly. No basketball net may become shredded or otherwise fall into disrepair. Should this occur the net is to be replaced.
5. Basketball equipment may be used from 8:00 a.m. to 9:00 p.m. Sunday through Thursday, Friday from 8:00 a.m. to 10:00 p.m., Saturday from 8:00 a.m. to 10:00 p.m.
6. All basketball equipment shall not be left out overnight in view from the public street. Association reserves the right to impose fines (see applicable fine schedule) after initial warning if equipment is found to be in violation of Association's policy.
7. No permanent sporting equipment (basketball, baseball, softball, trampoline, tetherball etc.) shall be installed on any lot or Common Area.

ENFORCEMENT AND FINE SCHEDULE

Discovery of Violation

A. Any violation that is an alleged violation of the Governing Documents, Rules and Regulations of the Association

Will be processed according to the procedure outlined herein:

1. A friendly reminder letter will be sent to the Homeowner stating the alleged violation and a reasonable time period in which to correct the violation, to be no longer than a fifteen (15) day period.
2. After fifteen (15) days, if the violation continues (multiple violations of the same rule), a second letter, a formal Notice of Violation, will be sent to the Homeowner stating the alleged violation is ongoing and providing a time period in which to correct the violation, to be no longer than a fifteen (15) day period.
3. After thirty (30) days, if the violation continues (multiple violations of the same rule), a third letter, a formal Notice of Hearing, will be sent to the Homeowner stating the alleged violation is ongoing and requesting the Homeowner appear for a hearing before the Board of Directors and indicating the pending fines to be assessed if the violation is not corrected by the time of the Hearing date.
4. If the result of the hearing is a monetary fine, the Board may impose monetary penalties in the amount of \$100.00 and may also impose additional fines, in accordance with the adopted (graduated) fine schedule stated below, for each month or for each portion of a month that the violation is not corrected.

First Fine: \$100.00

Second Fine: \$200.00 per additional occurrence

Subsequent Fines/Legal Action: Per decision of the Board

Please note the adjusted fine schedule below for the following violations:

Improvements without approval: \$1,000.00

Improper Storage of Recreational Vehicles: \$500.00

5. Violations of a serious nature or safety hazard will be subject to immediate notice of hearing and/or immediate legal action. The Board reserves the right to take any and all actions permitted to the full extent of the law without a duly noticed hearing if the violations are emergent or otherwise create an immediate hazard requiring a court order.
6. Any fines not paid may result in legal action in accordance with California law including a small claims action.
7. An immediate fine of up to \$3,000.00 may be imposed for egregious violations and for performing any and all architectural modifications without first obtaining Architectural Committee approval.
8. See the Association's ADU/JADU policy for specific enforcement procedures and fine schedules relating to ADU/JADU violations.
9. The Board may determine to use alternative dispute resolution or cause correction of the violation to affect a cure, and the Homeowner may be responsible for legal fees and/or reimbursement of costs to the Association.

B. For Violation complaints that may not be seen from the street or Common Area, homeowners are requested to file a written complaint with a picture of the violation.


NOTE: Should a violation occur which imposes a financial obligation on the Association; the party responsible for said violation shall reimburse the Association, by way of a Special Assessment, for this financial obligation. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.


If the original violation re-occurs or remains uncorrected, the Board of Directors retains the right to issue fines or obtain a court order to bring about compliance.



Homeowner Request Form

**Please use this form to make suggestions to improve your community,
or to report an ongoing violation of the governing documents.**

 I would like to make the following suggestion to improve my neighborhood/community:

 To report a violation of the governing documents please complete the following:

Address of violation: _____

Please explain the violation: _____

(Note: Pictures always help us to substantiate a possible violation, please attach if possible)

Your name: _____ Your Address: _____

You may also contact me by: _____ (phone, fax, or email)

Signed: _____ Dated: _____

Anonymous reports will only be acted on if we are able to view it on our next community inspection (typically occurs twice per month.) Please be as specific as possible to allow the board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association legal documents.

There must be two signatures representing two separate dwelling of homeowners in the Association to pursue violations that can not be viewed during an inspection of the community (i.e. loud music, barking dogs, commercial vehicles, garage storage, etc.). The signers may be required to provide personal testimony should a hearing be needed.

Your name: _____ Your Address: _____
(second homeowner verifying the violation)

Signed: _____ Dated: _____

Please send this completed form to: _____ (enter your community's name)

43529 Ridge Park Drive
Temecula, CA. 92590
Fax: (951) 699-0522
Email: Temecula@AvalonWeb.com