

RULES & REGULATIONS

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IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

BRAVA, INC.

RULES AND REGULATIONS

INTRODUCTION.

The Brava, Inc. Homeowners Association is a condominium residential community of many families living closely together on relatively small acreage. Your decision to live in such a development with its many advantages signifies a willingness to forego the relatively complete freedom of action possible in a private dwelling. That willingness implies an obligation to respect your neighbor's rights, to modify your own habits and actions to preclude encroachment, and to be tolerant of your neighbors.

In order to ensure a uniform and harmonious community, the Association has adopted these Rules and Regulations, pursuant to its Declaration of Covenants, Conditions and Restrictions ("CC&Rs"); Bylaws; Articles of Incorporation; these Rules and Regulations; any architectural standards (hereinafter, collectively "Governing Documents"); and as permitted by California law. This document is presented to all Owners as part of the Association's Governing Documents, so that we can all enjoy living in a pleasant environment with friendly neighbors, and to maintain the beauty and value of our common areas.

PURPOSE. These Rules and Regulations have been adopted by the Board of Directors with the intent of preserving the peaceful enjoyment of Association amenities for all Members. Your voluntary compliance with all the Governing Documents will promote an overall benefit for all. These Rules maybe amended at any time by the Board of Directors.

VIOLATIONS. Violations of the rules could result in citations, violation notices and/or other enforcement action being issued and further subsequent action being taken (see Enforcement Procedure for details of the enforcement process and Association remedies). The Board of Directors is empowered to levy enforcement and/or reimbursement assessments, suspend voting rights and rights to use the recreational facilities, and to pursue other legal action to ensure compliance of the Association's Governing Documents. Owners shall be liable for any breach of the Governing Documents by their tenants, guests, vendors and invitees ("Guests"), including but not limited to, any enforcement or reimbursement assessment, as well as for any damage to the common area caused by said Guests.

GENERAL RULES

1. ANIMAL CONTROL.

- a. Each Owner of a condominium shall be permitted to maintain on the premises two (2) dogs or two (2) cats or one (1) dog and one (1) cat.
- b. All dogs must be leashed at all times when outside and accompanied by a responsible person.
- c. No dog or pet of any kind shall be tied up in the common areas.
- d. Any and all damage to the common areas caused by any animal is the responsibility of the Owner of that animal.
- e. Animals are NOT allowed in pools, spas, or on pool decks.
- f. Owners are responsible for cleaning up after their pets.
- g. Owners shall not allow pets to bark excessively or create a disturbance that is a nuisance and bothersome to other residents, whether the pet is inside or outside the unit.

2. ASSOCIATION CONTRACTOR'S AND EMPLOYEES.

The Association's employees / independent contractors are given direction by the Board of Directors and/or its Association Manager, and are not to be directed by Owners or their tenants, guests and/or invitees. Any comments regarding their performance or demeanor should be directed to the Association Manager or Board of Directors in writing.

3. BICYCLES, SKATEBOARDS, ROLLERBLADES. The following activities are not allowed:

- a. Bicycles, skateboards, scooters and/or roller blades on non-asphalt (concrete) areas; pool areas or pedestrian areas.
- b. Use of skateboard and/or roller blade ramps.

4. BUSINESS ("HOME OCCUPATION"). An Owner or his/her/its tenant may operate a City and State licensed business within the Residential Unit (hereinafter "home occupation"), provided that the home occupation is specifically limited to the use of the Residential Unit through the means of telephone, modem and reasonable mail as described below and for no other purpose. Any activity conducted in compliance with Owner's home occupation shall not be visible from the exterior of the Residential Unit, through any modification to the Residential Unit, or through the operation of any business activity. Conduct of the home occupation shall require approval by the Association, which shall be sought via submission of an application form as approved from time to time by the Board of Directors. All home occupations shall comply with the Rules and Regulations adopted by the Board of Directors, but shall include at a minimum the following:

- a. All employees working from the unit shall be members of the resident family and shall reside on the premises.
- b. There shall be no direct sales of products or merchandise;
- c. There shall be no displays, inordinate amount of delivery of mail or merchandise.
- d. There shall be no advertising (including in any telephone book) which identifies the home occupation by street address.
- e. Pedestrian and vehicular traffic will be limited to that normally associated with residential districts.
- f. The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises beyond those commercial vehicles normally associated with residential uses.
- g. No more than twenty-five percent (25%) of the living space or two hundred fifty (250) square feet, whichever is greater, of the home may be used for storage of materials and supplies related to the home occupation. Garage storage shall not eliminate or prevent the parking of the number of vehicles for which it was intended, i.e. a two car garage shall still allow for parking of two vehicles.
- h. There shall be no outdoor storage of materials or equipment, nor shall merchandise be visible from outside the home.
- i. The home occupation shall be confined within the main building of the Residential Unit.
- j. The appearance of the structure shall not be altered nor the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emissions of sounds, noises and vibrations.
- k. No use shall create or cause noise, dust, vibration, odor, smoke, glare, or electrical interference or other hazards or nuisances.
- l. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises.
- m. If the home occupation is to be conducted on rental property, the Owner's written authorization for the proposed use shall be obtained prior to the approval of the home occupation.
- n. A home occupation approval may be revoked or modified upon thirty (30) days' written notice by the Association if the majority of the Board of Directors, at its discretion, determines any one of the following findings can be made:

- That the use has become detrimental to the quiet enjoyment of any Owner within the Project and/or constitutes a nuisance;
- That the use has become detrimental to the Association and/or any Owner based on any health or safety concern;
- That the approval was obtained by the applicant by a misstatement of facts;
- That the home occupation is generating pedestrian or vehicular traffic and/or parking concerns;
- That the applicant is advertising the home occupation by identification of the street address either in a telephone book or any other form;
- That the use is in violation of any statute, ordinance, law or regulation.

In order to secure the integrity and purpose of this policy, home occupations shall be reviewed and monitored on an annual basis or sooner if the Board deems it necessary or suspects a violation of this policy.

5. CONDUCT.

- a. No improper conduct, obscenities, verbal or physical threats by Owners, tenants, family and/or guests will be tolerated. Actions by any person of any nature, particularly in the Common Area which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior.
- b. No loud noises or noxious odors from motor vehicles (including motorcycles, off-road vehicles, or automobiles), large power tools, or items which may unreasonably interfere with the television or radio reception of any Owner may be located, used or placed on any portion of the Project. The Board shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. This provision shall also apply to all contractors operating within the Project.
- c. Owners are responsible for the conduct of their residents, guests, family, and/or renters, and all service personnel, vendors, contractors, and any other invitees.
- d. All Owners, their residents, tenants, family and/or Guests are presumed to conduct themselves as ladies and gentlemen, with due consideration for each other and for anyone associated with the Association. The Board of Directors has the power to discipline any person for any conduct which in its opinion tends to endanger the welfare, interest or character of the Association, as well as for violations of any of the Association's rules and regulations.

- e. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, the person in charge of the facility at the time, i.e., Board Member or duly Board-authorized acting person, shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Association within (72) hours.
 - f. The Association considers a violation of any of the foregoing rules a serious violation which will subject the violating Member to immediate disciplinary action. Said disciplinary action shall include possible imposition of a monetary penalty and/or suspension of the Owner's voting, common area and other privileges.
 - g. No person shall damage or destroy the Association's common area property. The Owner of each Unit shall be liable to the Association for all damage to the common area or to any improvements thereon or thereto, caused by Owner, Owner's family, tenants, guests or invitees. After due process, the Board may levy a Reimbursement Assessment against an Owner and/or Unit to reimburse the Association for costs incurred in repairing any damage to the common area for which the Owner was found responsible. Said Reimbursement Assessment shall be collected in the same manner as regular and special assessments and may be liened and foreclosed.
 - h. Children. Parents are responsible for and must control their children with due regard to the wishes and comfort of other residents. Children under the age of 14 shall not be permitted to run unattended about the common areas, including but not limited to the pool areas and clubhouse facility, without the supervision of an adult.
6. FURNITURE, FIXTURES OR EQUIPMENT. Except as authorized by the Association, no furniture, fixtures or equipment owned by the Association shall be moved from assigned area by anyone. Pool furniture and light fixtures belonging to the Association for the use and enjoyment of all residents are not to be removed from the common area or moved to another location in the common area.
7. NOISE AND DISTURBANCES. Owners shall not make or permit any disturbing noises that will interfere with the rights, comforts or convenience of other residents. No resident shall play any musical instruments or operate sound systems if the same shall disturb or annoy other residents.
8. RENTERS; TENANTS.
- a. All lease/rental agreements for any residence unit within the Project shall contain a provision binding the Renter(s) to the terms and conditions contained in the Association's Governing Documents, including without limitation these Rules and Regulations.
 - b. Owners shall be required to notify the Board of Directors of an intent to lease the Residential Unit at least seven (7) days in advance, including length of the lease, names of the occupants of the rented/leased unit, relationship to one another, number of occupants, and automobile

information. Owners are required to provide each tenant a copy of the Governing Documents. (Copies may be obtained from the Board of Directors for this purpose.)

- c. Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property. Failure of any tenant to comply with these Rules may subject the Owner and/or tenant to disciplinary action.
- d. No residence may be leased or rented for a period of less than thirty (30) days.

9. RESIDENTIAL UNIT.

- a. All Owners must keep their Residential Unit (including balconies and patios) free of trash, weeds and other unsightly materials.
- b. Carpet Cleaning Chemicals.
 - i. All liquid and all chemicals used in the process of cleaning carpets must be drained into self-contained storage containers or be drained through a hose into the sewer system, provided such draining is permitted by federal, state and local law.
 - ii. Owners will be billed for necessary repairs should carpet cleaning personnel drain liquid and/or chemical agents onto the Association's driveways, streets or planting areas.
- c. Clotheslines. Outside clotheslines or bars are not permitted. Drying racks are permitted, within any enclosed patio and balcony, as long as they cannot be seen from the street and/or any adjacent Unit. Towels or other items must not be hung on walls, fences or gates.
- d. Garages.
 - i. Garage doors must be kept closed unless entering or exiting the garage with the exception of the maintenance of car and washing of car. An exception is during the summer months, when doors may be kept ajar a distance of 1 to 2 feet to remove excess heat from garage. Garage doors must be kept in good repair, and may not have slots or openings for mail, pet access, or any other use that are visible from the street. Garage storage shall not eliminate or prevent the parking of the number of vehicles for which it was intended, i.e. a two car garage shall still allow for parking of two vehicles.
 - ii. Garages shall not be converted for living or recreational purposes.
- e. Holiday Lights & Decorations. Holiday lights and decorations are encouraged and permitted. The design and quantity should be in good taste. All holiday lights and decorations may be put up ten (10) days prior to the holiday but must be removed within five (5) days after the holiday, with the exception of Christmas/New Year when exterior holiday lights and decorations may be present between Thanksgiving Day and January 15 of the holiday season.
- f. Lights. It is each Owner's responsibility to maintain his/her/its own lights (except for those controlled by the Association timers), gates, and hardscape, such as those on and/or within patios, balconies, pools, and

spas. Association shall be responsible for damage and/or repair to common area lighting only when installed by the Association. Damage by Association gardeners to illegal lights installed by Owners will be solely the responsibility of the Owner.

- g. Patio Furniture. See Association's Architectural / Landscape Guidelines.
- h. Potted Plants & Other Plantings. See Association's Architectural / Landscape Guidelines.
- i. Security Devices. No horns, whistles, bells or other loud sound devices (except those used for security alarms) shall be located on any Unit.
- j. Real Estate and Security Signs. Real estate and security company signs which do not comply with the following criteria require prior written approval from the Board of Directors. The following shall be permitted:
 - (1) For Sale, For Lease or Open House signs must meet the requirements of the City of Palm Desert, as well as the following criteria:
 - Size: 12" x 18"
 - Color: Tan with brown lettering
 - Material: Metal

For Sale or For Lease signs may placed in one (1) of the Unit's windows or front door or may be placed in the common area immediately in front of building. No other location is allowed.

Signs must be of professional quality from a qualified sign contractor.

(2) One (1) Open House sign (meeting the criteria in section 9.k.i. (1) above) may be displayed on the Common Area adjacent to the Unit (but only when the agent is on site in the Unit for sale).

(3) One (1) Security System sign may be displayed on the Common Area adjacent to each Unit providing notification that the Unit is serviced by a security system. The sign must be freestanding and not more that three feet (3') from the exterior of the Unit's main entrance. The top of the sign shall not be higher than five feet (5') above the ground and shall not be larger than 12" x 12" in size.

- k. Signs, Posters, Flags and Banners. The following regulations pertain to the display or posting of non-commercial signs, banners, flags and posters (hereinafter, collectively "Displays") other than those Real Estate and Security Signs identified above:

(1) No commercial Displays of any kind are permitted.

(2) Signs or posters cannot exceed nine (9) square feet and flags or banners cannot exceed fifteen (15) square feet.

(3) Displays cannot be made up of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping or decorative component or include the painting of any architectural surface.

- (4) Displays are only permitted on the window, door or balcony or patio provided the Display is from a bracket holder attached to the Residential Unit's vertical exterior wall in the manner described below:
 - (a) There should be no bracket or any other attachments to the horizontal surfaces of any stucco balcony application whatsoever;
 - (b) The attachment of the bracket holder to the Residential Unit's vertical exterior wall shall not impact the structural integrity of the stucco or permit water intrusion therefrom and shall be painted to match the stucco color; and
 - (c) The pole from the bracket holder must not exceed six feet (6') in length nor extend outside the perimeter of the patio or balcony.
- (5) U.S. flags must be removed from display each day by sundown to comply with U.S. flag courtesies, procedures and etiquette.
- (6) Displays are not permitted on or in any common area, automobile, truck, golf cart, or any other vehicle.
- (7) Displays which violate any local, state or federal law and/or adversely affect public safety, including traffic safety, are not permitted.
- (8) All Displays must be maintained in good condition and any faded or torn Displays must be removed immediately.
- (9) Displays which do not conform to the foregoing regulations will be removed by the Association without notice, and with out obligation to return to violator.
- (10) Except for Association Displays, there shall be no other Displays whatsoever on Association Common Areas.
- (11) Winter holiday displays may be made up of lights and may be displayed in accordance with paragraph e. Holiday Lights & Decorations set forth above. Winter holiday displays that contain decorative signs such as "Happy Holidays", "Seasons Greetings", "Merry Christmas", "Happy Hanukkah" or similar signs may exceed the nine (9) square foot limitation provided they do not:
 - 1) impact public / safety concerns;
 - 2) impact any building component that the Association is obligated to maintain; and/or
 - 3) interfere with the quiet enjoyment of the residential units within the surrounding area.

l. Satellite Dishes. See Association's Architectural / Landscape Guidelines.

m. Window Coverings, Interior & Exterior. See Association's Architectural / Landscape Guidelines.

10. RUBBISH; TRASH.

- a. Trash and recycling must be deposited in the portable bin trash containers and kept in the garage until day of collection.
- b. No odor may be permitted to arise from any area so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- c. Large bulky items, such as cardboard boxes, are unacceptable for routine collection unless broken down. Loose, unconfined trash of this nature will usually require special preparation by the Owner to be acceptable for deposit in the bin.
- d. Outside burning of trash or garbage is prohibited.

11. COMMON AREA POOLS AND SPAS

- a. Pool and spa hours are from 7:00 a.m. to 10:00 p.m. daily.
- b. Lifeguards are not on duty, and common area pools and spas are unattended. Use of the pools and spa are at the user's own risk.
- c. Pool area use is reserved for owners, tenants and invited guests only. Those using the pools or spas do so at their own risk. Spa users should be aware of the effect of high temperatures upon certain health conditions.
- d. At any one time, the number of guests in the pool area is limited to six (6) per unit, unless special permission is otherwise granted by the HOA, per item #19.
- e. Any activity which creates undue noise, potentially endangers the health and safety of others, or disturbs the peaceful enjoyment of the Owners and their tenants and/or invitees, such as yelling, foul language, running, pushing, fighting, is prohibited. Conduct must respect the privacy of residents living in close proximity to and/or using the pool areas. Radios may be utilized as long as the volume does not disturb others at pool or in adjoining residence(s).
- f. Owners are responsible at all times for the conduct and safety of themselves, their children and their guests. Any person, or his/her guests, invitees, family members or tenants, who violates these Pool and Spa Rules and causes the pool to be closed so that it can be drained, back-washed, shocked and refilled because of a potential safety/health hazard will be charged a special damage assessment for damage to the common area to recover the costs of same and may face further disciplinary action including suspension of common area privileges.
- g. No person shall use the common area pools, spas and/or wading pool that has an infectious condition that could be transmitted to other persons through water which has been chlorinated at Riverside County Standards of one part per million.

h. Incontinent persons of any age (infants, or any other age) are not allowed to use the swimming pools at any time unless wearing appropriate waterproof rubber pants. Non-compliance could result in the pool being closed for cleaning or draining because of a potential health hazard, and such cost for cleaning / draining may be levied upon the Owner for non-compliance.

i. Depositing of any foreign matter in a pool or spa is strictly prohibited.

j. Trash and litter are to be disposed of in the containers provided.

k. Glass containers and any breakable dinnerware of any kind in the pool areas are strictly prohibited.

l. Gates must be kept closed at all times. They may never be propped open.

m. Diving or jumping into pool or spa is prohibited.

n. Normal swimming attire is required. Cut-offs, underwear, or street clothing are not permitted

o. Flotation devices and swimming aids are allowed in the pools (not the spas), but they must not interfere with other swimmers and must be removed after use.

p. Children under the age of eighteen (18) are prohibited from the use of pool facility or spa unless accompanied by an adult.

12. FURNITURE AND EQUIPMENT

a. As a protection against oils, please always use towels on pool furniture.

b. The Association's pool equipment and furniture are not to be removed from the pool areas at any time.

c. The pool furniture must be returned to its original location after use.

d. The pool and spa controls are not to be adjusted at any time.

e. The spa timer should be turned off when use of the spa has been completed.

f. When leaving the pool area, furniture must be left clear of towels and personal items.

g. Health regulations governing public pools and outlined above must be strictly followed.

13. PETS. Pets are not allowed in the pool/spa areas at any time.

14. SPECIAL EVENT PROCEDURES

- a. A pool area will be made available to Owners who wish to reserve a pool site for a special event, i.e., pool party, reception, etc.
- b. Reservations must be made through the Association's Management Company. A small security deposit may be required along with proof of liability insurance coverage.
- c. Upon completion of the special event, the Owner is responsible for cleaning up the pool area. Failure to restore the pool area to the condition in which it was before the special event shall be cause for forfeiture of the security deposit.

15. CLUBHOUSE RULES AND REGULATIONS

Clubhouse Use

Available for use by The Brava, Inc Homeowners Association and their tenants only.

- a. Tenant rentals require owner's signature in advance.
- b. Reservations must be made with the Social Chairperson. Please contact the management office for the name of chairperson.
- c. A fee of \$100.00 is required, regardless of the size of the group.
- d. A \$200.00 cleaning/damage deposit is also required.
- e. Clubhouse maximum capacity is 60 persons.
- f. The clubhouse is not available for recurring group activities unless authorized in writing , by the Board of Directors.
- g. After use, the kitchen and general area must be cleaned, and all trash bagged and put in cans. All folding chairs and tables must be stored.
- h. Smoking is not allowed inside the Clubhouse.

16. VEHICLES AND PARKING

GENERAL

- a. All drivers must adhere to a 25 mph speed limit within the Project.
- b. Any motor vehicle, including but not limited to automobiles, trucks, motorcycles, motorbikes, minibikes and/or motor scooters, which disturbs the quiet enjoyment of the residents shall be prohibited from use within the Project.

- c. Except for emergencies, no vehicle of any type shall be maintained or repaired on common areas.
- d. Motorized vehicles may only be operated on the streets or in the Project by any person having a valid vehicle operator's license. This includes golf carts, mopeds, etc. California law does not allow children to operate a golf cart.
- e. All operators of motor vehicles are required to obey all traffic rules within the Project.
- f. All motor vehicles within the Project are required to have current vehicle registration tags adhered to the rear license plate.

VEHICLES

- g. Owners, tenants and guests are subject to Vehicle Code provisions and City of Palm Desert ordinances.
- h. Motorcycles, mopeds, motor bikes, or other motorized vehicles having less than four wheels are subject to Vehicle Code restrictions (i.e., both driver and vehicle must be licensed). Any such motorized vehicles, as well as any bicycles, skateboards, roller skates, roller blades, shall be permitted in the common area for purposes of entry and exit only. They may not be kept, operated, or permitted on or in any part of the Project, except for purposes of traveling directly between an entrance to the properties and the vehicle owner's garage.
- i. Owners are responsible for any parking violations of tenants and guests.
- j. Vehicles shall not be overhauled, which includes major engine repairs, at any time within the Project unless performed and contained within Owner's garage.
- k. No trailer, camper, motor home, or recreational vehicle shall be used as a residence in the Project, either temporarily or permanently.
- l. Four-wheel drive passenger vehicles and non-commercial trucks used for personal transportation are permitted in the complex if they can be parked in Owner's garage.
- m. Oversized and commercial vehicles may not be parked anywhere in the community, except for trucks or similar vehicles when used by independent contractors working on behalf of an Owner or the Association, and only during business hours, except in the event of an emergency. A commercial vehicle is defined as any vehicle used primarily for commercial use, or has been converted, by adding racks, fittings, or some other such device, or is obviously designed for commercial use or purposes by virtue of carrying trade equipment, tools, supplies, advertising, etc.
- n. No recreational vehicle shall be parked anywhere within the community. Recreational vehicles shall be defined to include: all recreational vehicles,

van conversions, motor homes, travel trailers, tent trailers, trailers, camper shells, detached campers, boats, boat trailers, or other similar equipment or vehicles, with the exception of pickup trucks with camper shells and/or passenger vans not exceeding seven feet (7') in height (measured from ground level) and eighteen feet (18') in length, which are used on a regular or securing basis for basic transportation.

PARKING

- o. Owners, tenants and occupants must park their vehicles in their garages. Owners, tenants and occupants may park their vehicles on the driveway as long as the vehicle is parked perpendicular to the garage door and does not extend beyond the apex of the curb. Guests may park in street parking spaces.
- p. No curb-side parking is permitted.
- q. Parking on landscaped areas is prohibited.
- r. Double parking or parking in such a manner so as to block access to or from other residents' garages or carports is prohibited. Vehicles may not be parked in a manner that takes up two spaces.
- s. Disabled vehicles must be removed within 48 hours
- t. Short-Term / Guest Parking. Street parking spaces were designed for short term guest parking only. Guests may park in guest parking for no more than four (4) days in any calendar month. However, with the prior written consent of the Board, guests may park their vehicles in guest parking for up to two weeks per quarter per vehicle. When requesting consent for extended guest parking, the Owner must provide the community manager with the guest vehicle make, model, and license plate and the length of stay. Owners, tenants and residents may only park in guest parking for up to three hours per day.
- u. For the purpose of these Rules and Regulations, a "guest" is defined as an individual who visits/occupies a Unit fewer than two weeks per quarter and an "occupant" is defined as an individual who visits/occupies a Unit more than two weeks per quarter.
- v. Any vehicles that are parked in violation of the CC&Rs or Rules and Regulations may be towed by the Association. For guests parked in guest parking more than four days in a calendar month, a citation will be issued on Day 5 and the vehicles may be towed on Day 6.

ENFORCEMENT

The entities engaged in enforcing the Association's CC&Rs, Bylaws, Articles of Incorporation, Architectural Guidelines, and Rules and Regulations are:

Board of Directors — The Board of Directors is charged with overseeing the enforcement of the Association's Governing Documents and working with the

Architectural Review Committee. It has the authority to conduct violation hearings for violations, impose fines and cause violations to be remedied.

Architectural Committee — The Architectural Committee is charged with primarily reviewing and approving proposed landscape and architectural modifications.

Additional information related to specific procedures and fines may be found in the Association's Enforcement Procedure.

BRAVA, INC.

ENFORCEMENT PROCEDURES

A. Enforcement of Rules

The Association and/or any owners, has the right to enforce the Association's Governing Documents. This right includes requesting the violator to cease the offending action, taking legal action against the violator and making a complaint to the Board of Directors in care of the Management Company. Once a resident gives the Board of Directors a verbal or written complaint that a rule has been violated, the Board will investigate the allegation and may take action against the offending resident, including but not limited to fining, specially assessing, if appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors or authorized committee to take any action against an individual resident.

B. Costs Incurred in Enforcing These Rules & Regulations

All costs, including but not limited to court costs, reasonable attorney's fees and management fees, and interest at the legal rate, incurred in enforcing the Governing Documents shall be borne by the responsible individual lot owner. Non-payment of these costs of enforcement may result in a special assessment being levied against the individual lot owner and may be collected in the manner set forth in the Association's CC&R's.

C. Due Process

Prior to the imposition of any fine or suspension of rights, the homeowner shall be given notice and an opportunity to submit a written letter, or appear in person, before the Board of Directors or appropriate committee in accordance with Civil Code Section 1363.

D. Enforcement Schedule

Generally, though not necessarily, the Association will adhere to the following schedule in enforcing the Governing Documents:

1. First Offense:

Warning letter and request to correct violation.

2. Second/Uncured Offense:

Second warning letter/Summon to a Hearing.

3. Third Offense:

Letter and hearing, possible fine, special assessment; suspension of privileges (including but not limited to voting rights) and/or lawsuit.

Depending on the severity and frequency of the violation and the violator, the enforcement procedures(s) and/or enforcement remedy utilized may vary.

E: Violation Fines/Reimbursement Assessments

- | | |
|--|----------|
| 1. First violation fine/reimbursement assessment: | \$ 50.00 |
| 2. Second violation fine/reimbursement assessment: | \$100.00 |
| 3. Third violation fine/reimbursement assessment: | \$150.00 |

Ongoing violations that are not corrected by the owner after imposition of a fine will be deemed to accumulate on a monthly basis.