



Villa Portofino

Inspiring. Life. Style.

General Rules & Regulations (Revised 03/15/2017)

General Rules & Regulations

1. Quiet Enjoyment. To ensure quiet enjoyment of the premises, residents or their family, guests, or tenants may not engage in any activity which produces noise, vibration, music or any other sounds that emanate throughout any portion of the common area or in another unit.
2. No resident or guest shall permit any activity that may interfere with the rights, comfort, safety, convenience and quiet enjoyment of other residents.
3. Vulgar or profane language, as well as boisterous or offensive conduct is not allowed.
4. Homeowners are financially responsible for themselves, their family, guests, and tenants. Damage done to the common area property by any homeowner, family member, guest or tenant shall be the financial responsibility of that homeowner to make restitution within 30 days. If such payment is not made, the homeowner will be assessed for the damages.
5. Patios and common areas may not be used for drying bathing suits, hanging clothing or towels. No exterior clothesline shall be erected. Furniture on Exclusive Use private balconies or patios should be well maintained, clean and in good repair. No furniture intended for interior use may be used outdoors.
6. Exclusive Use private balconies are not permitted to be cleaned with running water such as a hose or power washer. Mopping will be permitted.
7. Solar panels. All solar panels, other than those in the Sorrento district, are to be cleaned and repaired at the responsibility of the homeowner by a licensed, insured and bonded specialist. Sorrento district solar panels will be cleaned by the Sorrento district once per year.
8. Aluminum foil, newspaper, sheets or similar unsightly materials may not be used as window coverings. Window coverings should be neutral in color.
9. No alteration, addition or modification to the exterior of a unit or a building in which each unit is located or to any part or portion of the common area (including outdoor shades) may be made without the prior written approval of the Architectural Committee and /or the Board of Directors.
10. Residents are not permitted to store dangerous materials that are highly flammable in the common area, limited common area, or in the dwelling unit (including the garage) under any circumstances. Propane for barbecue/heater use should be properly and safely stored.
11. The Freedom to Display the American Flag Act permits the American Flag to be displayed ONLY in the following manner: a) in a window; b) from a staff or pole on owner's exclusive

- use private balconies, patios or decks; c) in private yards. The American Flag must be displayed properly and respectfully.
12. Christmas (or other holiday) decorations are permitted on the front door of your home. Christmas (or other holiday) lights are permitted on Exclusive Use private patios and balconies. Christmas (or other holiday) decorations/lights may not be displayed on common area property. All Christmas (or other holiday) decorations /lights shall be installed after Thanksgiving and removed by January 7th.
 13. Outdoor lights connected to the Association meters may not be installed without approval of the Board of Directors.
 14. Association light timers and sprinkler clocks will not be tampered with.
 15. All commercial signs are prohibited in the common area including the areas outside of the perimeter wall and front gate area with the exception of one (1) sign to be displayed advertising the unit for sale, provided it is placed in the front window of the unit or magnetically attached to the garage and that the sign is not larger than 18 inches by 30 inches and with a beige background with brown lettering.
 16. Garage, yard or estate sales are not permitted at any time in the Development.
 17. No solicitation is permitted throughout the Development at any time.
 18. Temporary residency is allowed, as a guest of a senior citizen or Qualified Permanent Resident, for periods of time not more than sixty (60) days in any twelve (12) month period.
 19. Every homeowner must ensure that guests comply with all Homeowner Association Policies, Rules & Regulations.

The Board of Directors adopted the preceding Rules & Regulations effective 03/15/2017 and they replace and supersede all previously published Rules & Regulations. This residential community (Association), governed by an elected Board of Directors, is charged with maintaining, preserving, protecting and enhancing the common area of the subdivision. If you are automatically a member of the Association, as you now own an undivided interest in the common area, and you and your guests or tenants must abide by the Rules & Regulations of the Association as adopted by the Board of Directors.



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Pet Rules & Regulations (Revised 02/14/2018)

Pet Rules & Regulations

1. Only domestic animals are allowed on the common area or in the dwelling unit. The term "domestic animal" is defined as dogs, cats, fish and birds of a type that are normally kept in households, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities.
2. No more than two (2) dogs or cats are allowed per unit. Special Board Exception: All exceptions must be approved in advance by the Board of Directors. All pets must be registered with the HOA office showing proof of licensing.
3. Dogs must be kept on a leash at all times when in the open common area.
4. All owners are responsible for immediately cleaning up after their pets. No unattended dog or pet of any kind shall be tied up in the common area. If any pet creates a continual nuisance to other residents, including, but not limited to barking, screeching, creating an unpleasant odor, etc. the Board of Directors may permanently ban the pet from the Association.
5. Dog Walking Considerations:
 - a. Please be considerate of the common area in front of residences when walking your dog.
 - b. Plan a route that allows you dog to seek relief in open areas away from residential frontage. A regular routine will ensure that you can accomplish this.
 - c. While it is recognized that homeowners do not "own" the common area in front of their homes, it is unpleasant to encounter odor from dog waste deposited on plants and shrubs, or on the decomposed granite in front of, or adjacent to residences and garages.
 - d. Please do not place bags of dog waste in neighborhood residential bins. The plastic "mutt mitts" do not keep the odor from lingering in plastic bins, particularly on warm days. Please deposit them in nearby dumpsters as soon as possible during your walk.
6. Dog runs and doghouses are not permitted anywhere within the Association.
7. Any and all damage to the common or limited common area caused by any animal is the responsibility of the homeowner.
8. Pet food is not allowed outside of your unit for longer than the amount of time needed for immediate feeding.
9. Feeding of ducks is not permitted.

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elected Board of Directors, is charged with maintaining, preserving, protecting and enhancing the common area of the subdivision. If you are automatically a member of the Association, as you now own an undivided interest in the common area, and you and your guests or tenants must abide by the Rules & Regulations of the Association as adopted by the Board of Directors.



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Vehicle Rules & Regulations (Revised 03/15/2017)

Vehicle Rules & Regulations

1. The provisions of the California Vehicle Code are applicable at all times within the Association. Violation of any Vehicle Code sections may be considered a violation of these Rules. California law applies to all areas. Motorized vehicles, including golf carts, may only be operated on the streets or on property by any person having a valid vehicle operator's license.
2. Observe posted speed limit of 20 MPH.
3. Gate codes are for Homeowner use only and should not be given out to anyone other than the homeowner's direct family members and people needing daily access such as a caregiver. Please have guests and vendors use the keypad to call for gate access. If you feel that your code has been compromised, please call the Management Company to obtain a new code.
4. Car washing may be done in driveways only.
5. Double parking and parking in such a manner as to block access to other homeowner's garages, driveways, or mailboxes is not allowed. No parking in front of stop signs, in safety zones, fire hydrants, where its presence creates a traffic hazard or obstruction, or where it detracts from the appearance of the common area so as to interfere with another owner's enjoyment of the property.
6. No "storage" of any motor vehicle is permitted in any portion of any lot, the streets, or upon the common area except wholly within the owner's garage or assigned parking space. All vehicles are not to be "stored" on the streets. "Stored" means parked in an open space more than 96 hours in any one-week which has not been moved and includes both tenants and guest vehicles.
7. Covered vehicles are permitted in garages and assigned parking spaces as long as they are securely covered with a neutral color cover.
8. Open garage doors are not only unsightly, but also an invitation to burglars. Garage doors must be kept closed at all times except to permit ingress or egress of vehicles or to clean the garage. Garage doors maybe left open during daylight hours for ventilation, but shall be opened only 6" as not to allow for unlawful entry or to view the interior.
9. Commercial vehicles are not allowed to be parked in the common area, except when used by a contractor 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 or charitable use, or has been converted by adding racks,

fittings or some other device, or is designed for commercial or charitable use or purposes by virtue of carrying trade equipment, tools, supplies, or advertising which can be seen, etc. These vehicles must be parked in a garage or removed from the property after normal business hours. Normal business hours are 8:00 A.M. to 5:00 P.M., Monday through Saturday. Sunday: none; Government Holidays: none.

10. Work on any vehicle is not permitted in the common area, including driveways, except for emergency repair.
11. Disabled vehicles on common area property must be removed within 96 hours or the Board of Directors will have them removed by an authorized towing service at the homeowner's expense. Any fees, including, but not limited to legal fees, will be charged to the individual homeowner. Any automobile left unmoved on a street longer than 96 hours may be considered abandoned or disabled and towed away at the owner's expense.
12. Motorcycles and mopeds are permitted in the common area for ingress and egress purposes only. They are to be parked in a garage or parking space at all times.
13. Parking of recreational vehicles is permitted for 4 hours for loading and unloading purposes only.
14. Golf carts may be driven on Association streets, but must obey stop signs, driver must possess a valid driver's license and golf cart is to be parked in the garage when not in use. No more persons may occupy a golf cart than the number of seats provided on the cart.
15. No "FOR SALE" or other signs for commercial purposes may be displayed in or on parked vehicles.

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Vehicle Rules

Adopted: February 17, 2021

Traffic Regulations

- a. The maximum speed limit at which motor vehicles may proceed on the streets within the community is 15 MPH as posted.
- b. Motor vehicles shall come to a complete stop at all intersections marked with a stop sign within the community before proceeding further.
- c. Double-parking, and parking in such No parking in **any area where the curb is painted red**, in front of stop signsenjoyment of the property. **Cars parked in red zones are subject to towing.**

Vehicle Towing Policy

This Policy sets forth the guidelines per California Vehicle Code Section 22658, under which vehicles will be towed from Villa Portofino Homeowners Association property common areas including roadways and parking areas. Vehicles parked in unauthorized areas and/or vehicles that are non-operational are subject to towing. Any vehicle parked on any Association road that poses a traffic hazard will be towed immediately.

A. Towing Procedure

1. The vehicle mileage reading will be noted if possible
2. A windshield tag will be placed on the vehicle indicating the date and time by which the vehicle will be towed if not moved.
3. Every effort will be made to contact the owners of the vehicle in violation of this policy.

B. Ron's Towing, Palm Desert (760-568-3100) is the only tow company authorized by Villa Portofino Homeowners Association to tow vehicles from the property.

C. Posting of Signs

1. A sign is posted at the entrance to Villa Portofino in accordance with California Vehicle Code Section 22658, indicating that unauthorized vehicles will be towed.
2. The sign also includes the telephone number of the Palm Desert Police Department.



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Trash Rules & Regulations (Revised 03/15/2017)

Trash Rules & Regulations

1. Residents are asked to dispose of trash in designated trashcans. All trash must be in plastic bags with all openings tied closed. These plastic bags must be of sufficient thickness and strength so that they will not break when filled to capacity. Grocery bags are not to be used as trash bags. Residents of Casita units must also place their plastic bags in covered plastic receptacles. Trash will be picked up from designated areas according to a schedule published from time to time.
2. The Casita's trash is picked up on Monday and Thursday mornings. Trashcans must be put out at the curb after sunset the day prior or prior to 10:00 A.M. the day of trash pick-up. Trashcans must be put away by 6:00 P.M. on the day of trash pick-up.
3. Recycled materials may be deposited in recycle bin on west side of the clubhouse.
4. Items such as large cardboard boxes, discarded furniture, etc. are unacceptable for routine collection. Contact Burrtec Waste & Recycling at 760/340-2113 for special pick-up arrangements.
5. Green waste from courtyard plant materials must be placed in plastic bags.

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Lease / Rental Rules & Regulations (Revised 03/15/2017)

Lease / Rental Rules & Regulations

1. Each homeowner has the right to lease their unit provided that such lease is in writing and provides that tenant shall be bound by and obligated to adhere to the provisions of the Rules & Regulations and Governing Documents of Villa Portofino HOA.
2. Every homeowner is expected to provide a copy of the Homeowners Association's Rules and polices to all authorized occupants of your unit.
3. The Project is a senior condominium community designed to provide housing to persons fifty-five (55) years of age or older and is intended to qualify as a senior citizen housing development within the meaning of Civil Code Section 51.3(b)(4). On the commencement of occupancy of the Unit, at least one resident must be aged fifty-five (55) years or older and such resident must intend to reside in the Unit as his or her primary residence on a permanent basis. All other residents must qualify under one of the following categories: (i) the resident is a Qualified Permanent Resident; (ii) the resident is a Qualified Disabled Resident; or (iii) the resident is a Permitted Health Care Resident, as all of such terms are defined in Section 51.3 of the Civil Code.
4. No lease shall be for transient or hotel purposes. Any such lease cannot be for a period of less than 180 days.
5. Homeowners shall be required to provide a copy of any signed lease/rental agreement to the Association's Property Management office within seven (7) days of tenant's occupation of the unit.
6. Homeowners are required to inform the management company when a lessee has vacated the premises within 48 hours.
7. The management company will provide the lessee with a unique gate code.

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Landscape Rules & Regulations (Adopted 02/14/2018)

Landscape & Irrigation Regulations

1. **Board of Directors Approval for Encroachments in Common Area.** The Board of Directors (and not the DRC) has the sole authority to approve any proposed improvements that encroach in the Common Area ("Subject Area"), based upon the fact that such portions of the Common Area is/are nominal in area, adjacent to the Owner(s)' Residential Unit and/or Owner(s)' Exclusive Use Common Area, such use does not unreasonably interfere with any other Owners' use or enjoyment of their respective Residential Units(s), that the nominal portion of the Subject Area is generally inaccessible and not of general use to the Membership at large of the Association and that the Architectural Improvement Agreement will transfer the burden of management / maintenance of the Subject Area to the Unit Owner. The repair or maintenance of any work, landscaping or improvement shall be the responsibility of the installing Owner(s) or subsequent Owner(s). Owner shall be required to pay the applicable fee for an easement to permit Owner's exclusive use of said Common Area.

Landscape Modification: Rules & Regulations

1. **Landscape Modification:** The Board of Directors through the Architectural Committee, shall approve all applications to modify existing landscaping in the common area in and around residential buildings, attached and detached condominiums, as well as all other areas managed by the HOA. To the extent possible, the Board of Directors will adhere to the strict water conservation requirements set forth by the City of Palm Desert as well as the Coachella Valley Water District. Design modifications to the planted Common Area are defined as "minor design" and "major design" modifications. The requirements for both are described below. Please note that these requirements will apply only when a homeowner wishes to change out a significant portion of the landscaped Common Area in and around their residence for aesthetic purposes. In these instances, the homeowner must submit a sketch or drawing depicting the scope of their desired changes. They must then adhere to the requirements set forth herein.
2. **Routine Landscape Maintenance:** Common area landscape maintenance requests will continue to be handled by work order. Routine maintenance includes repair of irrigation, weeding, pruning, and replacement of dead plants and shrubs. Whenever possible, landscapers will replace dead plants with the same or similar species. Homeowners are requested to report maintenance issues to the HOA office so that a work order can be initiated.

Please note that plant replacement will not occur during the heat of the summer. Dead plants that are removed during the summer months will not be replaced until late September or early October. Homeowners are not responsible for costs associated with routine maintenance. Due to liability, and potential irrigation damage, homeowners are not permitted to encroach into the common area to replace dead plants or shrubs. All common area maintenance is to be performed by our landscapers.

3. **Hardscape Restrictions:** Homeowners are not permitted to add hardscape features in any portion of the Villa Portofino Common Area. Hardscape features are defined as rocks, boulders, pottery, garden statues, or other similar landscape art. Stucco adornment in any form is prohibited on all outside residential elevations. Small adornments may be added to stucco areas within loggias and patios provided that care is taken to ensure that the stucco is not damaged.
4. **Minor Landscape Design Modification:** Minor design modifications occur when the homeowner wishes to change out one or more existing healthy plants solely because of preference and aesthetics. Requests for minor design modifications must be submitted to the Architectural Committee. The requirements are described as follows:
 - a. There will be no alteration of the existing irrigation system and no additional emitters permitted.
 - b. There will be no alteration of the existing planting design.
 - c. Approved trees may be changed out only in areas where there are existing trees.
 - d. All plants and shrubs may be changed out only where they currently exist. Plant for plant, shrub for shrub.
 - e. All trees, shrubs and plants must be the same size as those being replaced.
(1 gallon for 1 gallon, 5 gallon for 5 gallon)
 - f. All trees, plants, and shrubs must be of a variety that currently exists in the Villa Portofino community.
 - g. The addition of hardscape (rocks or pottery, etc.) shall not be permitted.
 - h. Citrus trees shall not be planted in the Common Area unless part of a major modification requiring the acquisition of an Exclusive Use permit. (See below) Dwarf citrus may be planted in pots within patio areas.
 - i. The homeowner shall purchase all replacement plants. However, the Board strongly advises residents to delay purchasing plants until their application for modification is approved. Neither the Board nor the HOA is responsible for plants that are purchased but not approved for use.
 - j. Installation of approved plants shall be done by a licensed landscaping company as verified by the on-site HOA management representative.
 - k. The homeowner is responsible for any and all damages that may occur during installation.
5. **Major Landscape Design Modification:** All major modifications to the existing common area landscaping shall require the homeowner to apply for an Exclusive Use Permit. Exclusive use area is defined as that portion of the common area that is "*generally inaccessible to the membership at large, and does not interfere with other homeowners' use or enjoyment of the common area.*" The HOA Board shall determine if the Exclusive Use criteria has been met. A major modification is considered to be any request that modifies the original planting and irrigation design to

include adding additional emitters. There are significant costs and responsibilities that must be borne by the homeowner. They are as follows:

- a. Upon approval of the landscape plan, the homeowner must apply for and pay costs associated with permitting exclusive use access. This is a formal, legal process that is recorded through the County of Riverside. (NOTE: This process only grants exclusive use; it does not grant ownership).
- b. The homeowner must disconnect from the common area irrigation system and reconnect to their in-home water meter. All subsequent costs for landscape irrigation will be paid for by the homeowner. (NOTE: These costs are in ADDITION to normal HOA dues. Dues will not be reduced for this purpose).
- c. The homeowner will be required to hire their own landscape maintenance service. Their exclusive use areas will no longer be maintained by the HOA. (NOTE: These costs are in ADDITION to normal HOA dues. Dues will not be reduced for this purpose).
- d. The homeowner understands that if the property is sold, the exclusive use rights and responsibilities transfer to the new owners. Full disclosure addressing the additional landscaping maintenance fees is required.

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General Rules & Regulations (Revised 01/20/21)

Conduct Rules & Regulations

1. No improper conduct, obscenities, verbal or physical threats, or harassment by Owners, tenants, family and/or guests will be tolerated. This includes, as it relates to Association operations, any interactions in person, through email, social media postings and/or electronic communications. Actions by any person of any nature, particularly in the Common Area (as well as the clubhouse and any recreational facilities) 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.
2. Owners are responsible for the conduct of their residents, guests, family, and/or renters, and all service personnel, vendors, contractors, and any other invitees.
3. All Owners, their residents, tenants, family and/or Guests are presumed to conduct themselves 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.
4. 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.*, Community Manager or duly Board-authorized acting person or member, or Clubhouse Management shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident should be obtained and delivered to the Association as soon as possible.
5. Except for authorized Board members, members shall not seek bid/proposals from vendors and/or contractors or represent themselves as agents acting on behalf of the Association without specific written authorization from the Association's Board of Directors or its Community Manager.
6. 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 Association privileges.
7. 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 an Enforcement 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 Enforcement Assessment shall be collected in the same manner as regular and special assessments and may be liened and foreclosed.

**PALM DESERT
VILLA PORTOFINO
HOMEOWNERS ASSOCIATION
A California Nonprofit Mutual Benefit
Corporation**

COMPLIANCE PROCEDURE

2021*

* Adopted: January 20, 2021

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, MILITARY OR VETERAN STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 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.

PALM DESERT VILLA PORTOFINO HOMEOWNERS ASSOCIATION

COMPLIANCE PROCEDURE

This document is the Palm Desert Villa Portofino Homeowners Associations (hereafter referred to "Association") enforcement process ("Compliance Procedure"); the procedure to be used to enforce the Association's Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Restated Bylaws ("Bylaws"), Articles of Incorporation, Rules and Regulations ("Rules") and Architectural and Landscape Guidelines ("Architectural Rules") (hereafter, collectively, "Governing Documents") 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 Committee. It has the authority to do the following: conduct violation hearings, impose Enforcement Assessments, including, but not limited to, fines, cause violations to be remedied, suspend common area privileges, use of the recreational facilities, rights and privileges to video/internet services (if the Association has in existence a bulk video and/or internet service agreement) and/or any other privilege of any Member or Person deriving rights granted to Owners in good standing ("Membership Privileges"), and promulgate Rules and Architectural Rules.

Architectural Committee — The Architectural Committee is charged with primarily reviewing and approving proposed architectural and landscape modifications and to recommend Board action for potential architectural and landscape violations.

Definitions — For the purposes of this Compliance Procedure, the following definitions shall apply:

- The term Enforcement Assessment shall mean any monetary fine and/or any reimbursement assessment including the recovery of costs incurred including but not limited to attorney's fees.
- The term *violation* shall mean and include any failure to follow and/or observe the Association's Governing Documents as well as an act in direct conflict with local, county or state requirements.
- The term *recurring violation* shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once. Examples of recurring violations are: (1) violation of leash rules regarding pets on more than one occasion; and (2) trash can violation on more than one occasion.
- The term *continuous violation* shall mean any violation of the Association's Governing Documents which is ongoing and has not ceased for a period of time in excess of fourteen (14) days. Examples of continuous violations are: (1) leasing a Unit for less than the Minimum Rental Period; (2) violation of the age restrictions; or (3) retaining an improvement in violation of the Association's governing documents. Upon the Owner's curing the violation, the Association may, but is not obligated to, waive any portion or all of the monetary fine (Enforcement Assessment) imposed for a continuous violation.

The Compliance Procedure related to any disciplinary action shall be as indicated below.

STEP 1. INITIATION.

- If a **Violation Report** is completed by a homeowner, a Board member, Community Manager,

Architectural Committee member, or another designated representative of the Association, the Violation Report will be verified as set forth in Step 2.

STEP 2. VERIFICATION

Verification of a Violation Report for **non-architectural violations** is accomplished by a review of the Association's Governing Documents and/or inspection by the Community Manager, Board of Directors, or other designated Association representative. Verification of a Violation Report for **architectural violations** is accomplished by a review of the Association's Governing Documents and/or a recommendation by the Architectural Committee.

STEP 3. DOCUMENTATION

A. FOR NON-ARCHITECTURAL VIOLATIONS

1. The Association has the following three options for enforcing non-architectural violations:
 - A **Warning Notice** is completed by the Community Manager or his/her designated representative and forwarded to the violating homeowner (hereinafter *Violator*). At the discretion of the Board or Community Manager, this step may be skipped if, based on the seriousness of the violation, more immediate action is warranted; or
 - If the violation persists after the Warning Notice has been issued OR if the Board or Community Manager determines to proceed directly to a **Violation Notice**, said Violation Notice is sent to the Violator, stating a deadline by which to cure the violation; or
 - If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
2. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the Violator, setting forth the date, place and time upon which the Violator may be heard before the Board of Directors.
3. Failure to appear at any hearing, could result in immediate discipline including, but not limited to, imposition of a Compliance or Reimbursement Assessment, and/or suspension of Membership Privileges. Association must give at least ten (10) days' written notice of the hearing to the Violator before any action is taken, pursuant to the Association's Governing Documents.

B. FOR ARCHITECTURAL VIOLATIONS

1. Examples of architectural violations are:
 - a. Owner of the property has not submitted the requisite application, related documents and plans and/or the requisite fees to the Architectural Committee or the Association, if appropriate, or secured requisite written approval from the Association.
 - b. Owner of the property has obtained prior approval but has not complied with the approved final plans and specifications of the proposed work.
 - c. Owner has failed to maintain his/her/its Unit or other areas which Owner is responsible to maintain.

The Association has the following three options for enforcing architectural violations:

- A **Warning Notice** is completed and forwarded to the violating homeowner (hereinafter *Violator*). At the discretion of the Community Manager, this step may be skipped, and the Association may proceed directly to a **Violation Notice** or an **Expedited Hearing Notice**; or
 - If the violation persists after the Warning Notice has been issued OR if the Community Manager determines to proceed directly to a **Violation Notice**, said Violation Notice is sent to the Violator, stating a deadline by which to cure the violation; or
 - If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
2. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the violating homeowner, setting forth the date, time, and place where the Violator may be heard before the Board of Directors.
3. Failure to: (1) appear at any hearing; and/or (2) comply with a written **Violation Notice** could result in immediate discipline including, but not limited to, imposition of an Enforcement Assessment and/or suspension of Membership Privileges. Association must give at least ten (10) days' written notice of the hearing to the Violator before any action is taken, pursuant to the Association's Governing Documents.

STEP 4. HOMEOWNER HEARING PROCEDURE

A. **Findings of Fact and Recommended Action:** The Board of Directors must make specific findings as it relates to the violation of the Governing Documents. **NOTE:** If no violation is found, then no remedy is required, and the Association would then issue a Ruling Notice pursuant to Step 4.C below.

B. **Remedies of the Board of Directors.** If it is determined a violation has taken place, the Board of Directors may take any or all the following actions:

1. **Enforcement Assessment** — Even if the violation is not of a continuing nature and does not lend itself to a self-help remedy, the Board of Directors still has the authority to impose an Enforcement Assessment for failure to comply with the provisions of the Governing Documents or to reimburse the Association for damage caused to the common area. The Board of Directors may only impose an Enforcement Assessment after providing notice and hearing to a Violator, pursuant to the minimum requirements set forth herein. The following Enforcement Assessment structure is based upon two (2) components: (1) a reasonable determination of the costs (i.e. attorneys' fees, property management fees, etc.) expended by the Association in performing its functions in enforcing the Governing Documents, and 2) the imposition of monetary fines for violation of said Governing Documents.

The Enforcement Assessment structure is detailed in Paragraph 4.D below.

2. **Right and Authority to suspend Membership Privileges** for up to six (6) months for violation of the Governing Documents and/or for any period during which the Member is delinquent in the payment of any assessment, fine or monetary penalty, or as otherwise provided in the Governing Documents.

3. **Self-Help Remedy for Continuing Non-Architectural Violations** — If the violation of the Governing Documents continues and can be cured through a self-help remedy, the Board of Directors has the right to demand correction of the continuing violation and a date certain upon which a homeowner must comply (a reasonable period of time shall be given to the homeowner) *via* the Notice of

Ruling. The Notice should further indicate that if the homeowner fails to comply within the time provided by the Association, the Association would bring the homeowner into compliance and charge the cost of same to the homeowner as an Enforcement Assessment.

4. **Self-Help Remedy for Continuing Architectural Violations** — If it is determined a violation has taken place, the Board of Directors shall make findings of fact and request corrective action (removal, replacement, repair and/or modification) by the Violator. If corrective action is not taken by the Member and the violation can be cured through a self-help remedy, the Ruling Notice shall further indicate that if the Member fails to comply within the time provided, the Association shall bring the Member into compliance and charge the cost of same to the Member as an Enforcement Assessment. **However, any demand letter which requires the Association to go onto a Members' property to rectify the violation should be reviewed and sent by Association's counsel.**

5. **Other Potential Remedies / Sanctions** — Notwithstanding anything set forth herein, the Board of Directors in its discretion shall have the power to require any other applicable remedy and/or sanction for as long as it deems necessary, provided, however, that said remedy / sanction is in accord with the Association's Governing Documents and law. If the violation is of such a serious nature that potential legal action is contemplated, the Association's corporate counsel should be consulted for determination whether Internal Dispute Resolution ("IDR") and/or Alternative Dispute Resolution ("ADR") should be offered to the Violator (as well as consideration of other potential remedies).

C. **Ruling Notice.** Regardless what remedy the is chosen, even if no violation is found, the Association must mail to the Violator a **Ruling Notice** within fifteen (15) days after the date of the hearing. If it is ruled that an Enforcement Assessment shall be imposed against the Violator, then the Association must give notice of the ruling to the Violator and request payment of such assessment within thirty (30) days after the Ruling Notice is mailed. This is to be recorded in the Executive Session minutes or regular minutes, whichever is applicable.

D. **Enforcement Assessment Structure.** If any Member's failure to comply with the provisions of the Governing Documents results in the Association's expenditures of monies or incurs costs related to the action or non-action of a Member, the Association may levy an Enforcement Assessment against such Member. Additionally, the Association may levy fines as Enforcement Assessments consistent with Tables 1, 2 and 3 below.

The amount of the Enforcement Assessments may be amended from time to time by the Board of Directors. The present structure of the Association for Enforcement Assessments for violations of the Governing Documents shall be as follows:

Table 1: Enforcement Assessments for Violation of the Governing Documents	
First Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$250.00
Recurring Violation for a Second Time	Costs incurred by the Association, if any, as well as a monetary fine up to \$500.00
Recurring Violation for a Third or More Times	Costs incurred by the Association, if any, as well as a monetary fine up to \$750.00 plus possible legal action
Continuous Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$750.00 PLUS an amount up to \$40.00 per day from the date of the first notice of violation until violation is cured.

In addition to the Enforcement Assessments described in Table 1 above, the Board of Directors may levy the following Enforcement Assessments for architectural application violations, which may be added to any other Enforcement Assessments.

Table 2: Enforcement Assessments for Architectural Application Violations	
Enforcement Assessments for commencing Architectural Improvement without: <ul style="list-style-type: none"> • Architectural Committee Approval and/or • Submitting Application (even if Improvement is within Guidelines)	Up to \$2,000.00 plus legal costs and any other remedies available to the Association
Enforcement Assessments for failure to follow submitted and approved plans and specifications and/or make corrections upon notice	Up to \$2,000.00 plus legal costs and any other remedies available to the Association

In addition to the Enforcement Assessments described in Tables 1 and 2 above, the Board of Directors may levy the following Enforcement Assessments for violation of the Association's rental/lease provisions and advertisement of short term rentals, and which may be added to any other Enforcement Assessment.

Table 3: Enforcement Assessments for Violation of the Rental/Lease Requirements and/or the Minimum Rental Period Requirements (i.e. leasing and/or advertising)	
First Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$2,500.00.
Recurring Violation for a Second Time	Costs incurred by the Association, if any, as well as a monetary fine up to \$5,000.00.
Recurring Violation for a Third Time or More	Costs incurred by the Association, if any, as well as a monetary fine up to \$7,500.00 plus possible legal action.
Continuous Violation	The applicable Table 3 fines PLUS an amount up to \$100.00 per day from the date of the first notice of violation until the violation is cured PLUS possible suspension of common area privileges including, but not limited to, use of recreational facilities.

E. Collection of Enforcement Assessments. Pursuant to the Association's collection policy and the CC&Rs, if an Enforcement Assessment was levied for failure to comply with the Governing Documents or as a reimbursement assessment imposed for costs incurred by the Association in repair of damage to the Common Area and is not paid within thirty (30) days after mailing the Ruling Notice, then the Association may suspend the Owner's Membership Privileges after notice and hearing as set forth in the Association's Collection Policy.