



RAINBOW CANYON
VILLAGES
HOMEOWNERS ASSOCIATION

Rules & Regulations
UPDATED DECEMBER, 2006



PREFACE

Community living requires the full cooperation of all residents. It is important that Owners and residents become familiar with the following Rules and Regulations (R&Rs) in order to ensure that all residents of Rainbow Canyon Villages enjoy the quality of life to which they are entitled.

Pursuant to the authority granted to it in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) Section 11 (b) and the Bylaws Article IV, Section 4.2(a)(7) of the Association, the Board of Directors has established the following R&Rs, which clarify and expand upon the CC&Rs. The success of any community is founded on the basic principles of mutual respect and consideration for the basic rights of neighbors. This R&Rs Manual will serve as a ready reminder and reference of the various obligations we owe to each other in our day-to-day living.

Provisions of the R&Rs, and the authority for enforcement, are contained in the CC&Rs and the Bylaws, which should have been provided to you by the prior Owner when you bought your home. The R&Rs is intended as a supplement to the CC&Rs, not as a replacement. All provisions of the CC&Rs not referenced in this document remain in full effect and must be adhered to by all Owners and residents. It is the responsibility of all Homeowners to make their residents, tenants and guests, aware of the restrictions of the governing documents. However, it is the Owner, as a member of the Association, who remains responsible for the conduct of residents, tenants and guests. Many homeowners include in their lease/rental agreements a termination and/or eviction clause in the event of a violation of the Association's CC&Rs, Bylaws or R&Rs.

Section 11(j) of the CC&Rs, specifically requires all Owners, lessees, guests, and occupants to abide by the CC&Rs, Bylaws, and any Rules and Regulations adopted by the Association. The Board of Directors establishes and enforces the rules contained in the R&Rs, manages the financial affairs of the Association and oversees the maintenance of the Common and Landscape Maintenance Areas.

The Association was formed as set forth in Article II of its Articles of Incorporation which specifically states that the Association is to provide for the management, administration, maintenance, preservation, care and architectural control of property within the Rainbow Canyon Villages community.

1. Introduction

1.1 History and Background

The community of Rainbow Canyon Villages was originated in 1984 by the Kaiser Development Company (Kaiser). Rainbow Canyon Villages is a planned community consisting of 429 single-family detached residential structures (hereinafter referred to as the "Development"). Kaiser prepared a general plan for development, occupancy, use, enjoyment, maintenance, improvement and protection of the Development. The Association's governing documents were adopted for the purpose of enforcing, protecting, preserving property values as well as the desirability and attractiveness of the Development.

Kaiser deemed it desirable for the efficient enforcement, protection and preservation of the Development to create a corporation to which was delegated and assigned the powers of administering and enforcing the Association's governing documents. As a result, RAINBOW CANYON VILLAGES HOMEOWNERS ASSOCIATION, (hereinafter referred to as "the Association"), was incorporated on November 2, 1984 for the purpose of exercising the aforesaid powers. A document containing the CC&Rs was prepared by Kaiser, as Declarant, and was recorded on the 25th day of May 1984 as instrument No. 112536, Official Records, Riverside County, California.

A Board of Directors (the "Board") is elected each year by the Homeowners to enforce the CC&Rs. The Board appoints the Architectural Control Committee (ACC) to review home improvement and landscaping plans before they are started. Additionally, the Board appoints a Standards Committee (SC) to assist in the enforcement of these R&Rs and CC&R.

The Bylaws of the Association, which govern the management, administration, maintenance, preservation and architectural control of the Development, require that the Board formulate and publish R&Rs governing the use of the Rainbow Canyon Villages community, and the personal conduct of the Members and their guests thereon. These R&Rs prepared by the Board, serve to clarify and interpret the intent of the CC&Rs. From time to time the R&Rs may be updated and modified to accommodate current issues and concerns. In the event of a conflict between the R&Rs and the CC&Rs, the CC&Rs shall take precedence.

Revisions of the R&Rs may be adopted by the Board at its discretion and become effective upon publication and distribution. Numbers appearing in parentheses refer to the section in the CC&Rs that relate most closely to the clarifying rule in the R&Rs. This Fifth Edition reflects the update of the Fourth Edition last updated November 21, 2003.

1.2 Frequently Asked Questions

Why should I comply with the provisions of the CC&Rs and R&Rs?

Response: A copy of the CC&Rs and R&Rs should have been provided to prospective buyers while in escrow, prior to purchasing their home. These rules identify certain modest restrictions on the use of their property, which are intended to preserve the value, desirability and attractiveness of your home and others in the Development. If prospective buyers were not entirely pleased with the provisions of the CC&Rs, they had the option to withdraw from their purchase. It would be very unusual if all Owners were in complete agreement with each and every provision of the CC&Rs and the R&Rs. However, it should be obvious that if every Owner complied with only those provisions he or she liked, chaos would result and the community standards would quickly degenerate. A sense of fairness towards other residents as well as a regard for the law and recognition of compliance by the rest of your neighbors emphasizes the importance of compliance by everyone.

Why should I comply with the CC&Rs and R&Rs when I see violations on other properties?

Response: You should ask of the other Owner/Tenant whether they are aware that the CC&Rs or the R&Rs are being violated. If you prefer, contact the Management Company. Corrective action may already be in progress, but in worst cases further legal action is sometimes necessary, which may take several months. In any event, never assume that what is observed on another parcel is "all right." Don't be a party to downgrading the Development, but join us in preserving and protecting our Community Standards.

How can I change the CC&Rs?

Response: Amending the CC&Rs requires the vote or written assent of at least 75% of the total voting membership of the Association.

How can I change the R&Rs?

Response: Contact a member of the current Board of Directors. The Board is empowered to amend the R&Rs by a majority vote of the Board after a thirty-day review by the general membership. Submit in writing your specific objection and proposed revision. Your objection will be discussed at a regularly scheduled meeting of the Board. You will be informed of its decision.

Does the Board grant waivers to the R&Rs?

Response: A waiver is never arbitrarily granted. If an Owner believes that some provision of the R&Rs imposes an undue hardship that is unique to his parcel and no

other remedy other than a waiver is available, the case should be outlined in writing to the Board for their consideration stating the facts, the resulting unique hardship and the mitigating actions or options already pursued by the applicant.

2. Operation and Use

- 2.1 Residential Use (11-a):** Each Residential Lot shall be used for the sole purpose of single-family residential use. Any home business shall comply with the regulations governing Home Occupations (see Section 6 of these R&Rs). Commercial or business activities that do not conform to these requirements are not permitted.
- 2.2 Pets (11-b):** A maximum of three (3) dogs and three (3) domestic cats and a reasonable number of other small domestic household pets may be kept provided they are not kept for commercial purposes. Dogs at all times shall be on a leash or confined within their master's residence. A pet deemed a nuisance shall be removed from the premises. No other pets, livestock, rabbits or poultry may be kept on the property.
- 2.3 Structures (11-c):** No buildings, structures, solar panels, house trailers, tents or similar objects shall be erected or placed, temporarily or permanently on any Residential lot, other than the buildings originally constructed thereon or replacements of such buildings without the prior written approval of the ACC.
- 2.4 Storage Sheds (11-c):** Storage sheds are permitted with the approval of the ACC provided that they meet the following criteria:
- a) Any portion of a shed that protrudes above the 6ft. fence or that can be seen from the street shall match the siding and roof materials and color scheme of the main residence.
 - b) The finished shed shall conform to the plans approved by the ACC.
- 2.5 Storage (11-c):** No materials, supplies, equipment, machinery, or similar items shall be temporarily or otherwise stored in any area on any Residential Lot except the garage originally constructed on said lot or in an approved shed.
- 2.6 Signs, Flags, Banners and Posters (11-d):** No owner, tenant or other occupant shall post any advertisements, signs, flags, banners or posters for public display without the prior written approval of the Associations except as noted below. The flag of the United States of America is an exception to this paragraph and may always be displayed as long as it is not torn, tattered nor faded. Note: Flag protocol dictates that the American flag is not to be flown after dark unless directly illuminated.
- a) Signs shall not unreasonably interfere with any other Owner's use and enjoyment of his Residential Lot.
 - b) Pursuant to Civil Code 712 and 713, one "For Sale" or "For Rent/Lease" sign is permitted per lot. All signs must remain on the Homeowner's property. Signs or flags are permitted in the common areas only as described below provided that sale location is shown.

- c) "Garage Sale" and "Open House" signs and flags may be placed at the entrances to the development on the day of the sale or open house when the property is open for inspection. All signs and flags must be removed each day at the end of the open house or garage sale.
- d) Political Signs: An Owner is permitted one political sign on his Residential Lot, subject to the following provisions:
 - 1) The sign content must address issues and/or candidates on the ballot of the upcoming election.
 - 2) The sign may be placed no more than two (2) weeks prior to Election Day and must be removed within two (2) days after Election Day.
 - 3) Political signs are not permitted in the common or landscape maintenance areas.
 - 4) Signs, flags, banners and posters are limited to a maximum of 6 square feet.
- e) Decorative Flags: Each property is permitted a maximum of one decorative flag for display. Flags with advertising or commercial content are not permitted.

- 2.7 Noxious Activity (11-e):** No activity conducted on a Residential Lot or other part of the Development shall unreasonably interfere with the enjoyment of other residents or annoy them by unreasonable noises. No nuisance, illegal or noxious activity shall be committed.
- 2.8 Motorcycles (11-e):** in compliance with California State law, unlicensed motorcycles or off-road vehicles shall not be operated within the Development. Motorcycles and off-road vehicles licensed or not, are not permitted in the common areas or on the landscape maintenance areas.
- 2.9 Rubbish (11-e):** Rubbish, debris, waste, discarded or unserviceable appliances, car parts and other similar and unsightly or unsanitary materials shall be promptly removed and not be allowed to accumulate anywhere on the property.
- 2.10 Satellite Dishes and Antennae (11-f)** Owners or residents are prohibited from erecting or displaying any radio or television antennae, satellite dish or other equipment or apparatus for transmitting or receiving transmission without Board approval except as allowed by any applicable statute or law. A HIR is not required for a satellite dish that does not exceed one (1) meter in diameter. The Federal Communications Commission (FCC) prohibit associations from adopting rules that (a) unreasonably delay or prevent the use of, (b) unreasonably increase the cost of, or (c) preclude an owner from receiving an acceptable quality of signal on certain types of antennae.
- 2.11 Auxiliary Equipment (11-g):** Pool equipment, air conditioning units, and similar equipment shall not be installed on the exterior of a building of the Development except as authorized in writing by the ACC. Replacement of existing equipment in the same location does not require HOA approval.
- 2.12 Holiday Decorations (11-h-iii):** External holiday decorations or decorations visible from the street, including but not limited to Christmas and Chanukah lights, may be installed and displayed from November 15th to January 31st. Decorations for other national holidays and celebrations, such as 4th of July, Halloween, etc., shall be removed within 7 calendar days following the event.

2.13 Solar Energy Equipment (11-h-iii): Solar energy equipment (including solar energy panels) is permitted within the development providing that a HIR is submitted and approved by the ACC.

2.14 Renting/Leasing (11-j) Owners who rent or lease their property shall notify the Association in writing within ten (10) days of renting or leasing and provide the following information:

- Owner's name and address of the rental property within the Development.
- Owner's forwarding address and telephone number.
- Name of tenant and duration of lease.
- Property manager's name, address, telephone number. If none, so state.

Owners shall notify tenants and guests that they shall abide by the CC&Rs and R&Rs of the Association. Owners are required to provide tenants with a copy of the R&Rs. Owners are ultimately responsible for their tenant's adherence to the CC&Rs and R&Rs.

2.15 Lawn Ornaments (11-h-iii): Man-made lawn ornaments and outdoor lighting visible from the street including, but not limited to, statuary, figurines, fountains, birdbaths, windmills, wheelbarrows, wagons, wagon wheels, farm implements, or other similar objects, are not permitted without approval from the ACC.

3. Trash Pick-up, Container Storage and Street Sweeping

3.1 Removal of Vehicles (11-h-iii): Vehicles shall be removed from the street on street-sweeping and trash pick-up days.

3.2 Trash Containers (11-h-iii): Trash containers shall be put out no more than 24 hours prior to scheduled pickup and removed from the street no more than 12 hours after scheduled pickup.

3.3 Out of View (11-h-iii): Trash containers shall be placed out of view from the street (i.e., in the garage or behind fences) at all times except as noted above.

3.4 Dumpsters (11-h-iii): The large trash containers (sometimes known as dumpsters) shall be placed in the street or on any residential lot for a maximum of fifteen (15) consecutive calendar days per calendar quarter (three months). A longer time frame than defined above requires the notification and approval of the Management Company with an extended completion date and the subsequent approval of the board.

3 4. Parking Regulations

4.1 Parking General (11-c) & (11-h-iii): Owners and Tenants are urged to house all vehicles in the garage whenever possible. No trucks with cargo capacity greater than one ton, commercial vehicles, vehicles displaying commercial or industrial signage, cargo vans, campers, motor homes, boats, jet skis, recreational vehicles, trailers, motorcycles, non-motorized vehicles, construction equipment, or similar items, shall be parked

temporarily or otherwise in the street or on any residential lot other than in an enclosed garage originally constructed on the lot. Trucks of one ton capacity or less that are parked, temporarily or otherwise, in such a manner that they are visible from the street shall not be used for storage of anything that protrudes from the side panels of the truck bed. This includes ladders stored in exterior racks and rack-mounted equipment or signs, or that are otherwise visible from the side panels of the truck bed. Inoperable or unlicensed vehicles shall be parked in the garage only.

- 4.2 Commercial Vehicles (11-h-iii):** Parking of any Owner/Tenant/Guest vehicle that is used for commercial purposes in such a manner that it is visible from the street is not permitted within the development. Commercial vehicles are defined as any vehicle that has been licensed by the State of California as a commercial vehicle and displays commercial license plates. As an exception, pickup trucks of one ton or less capacity with commercial license may be parked within the development providing they meet the requirements of paragraph 4.1 above. Vanpool vehicles are not commercial vehicles. Short term parking of commercial vehicles associated with service, construction, and deliveries is permitted for limited periods.
- 4.3 Recreational Vehicle Parking (11-h-il.):** Overnight parking of a recreational vehicle, motor home, camper, water craft, non-motorized vehicle, trailer (utility, horse, camping, travel), per City ordinance, is limited to the driveway or curb in front of the principal residence of the homeowner/tenant for a maximum of three (3) calendar days at a time, four (4) times annually with a permit obtained from the Sheriff's Department prior to parking and provided that there is no blockage of the street, garage or driveway that creates a hazard to another owner/tenant or prevents access by emergency vehicles. Unattached non-motorized vehicles are not allowed to be parked on the street.
- 4.4 RVs as Living Quarters (11-h-iii):** The use of recreational vehicles as guest quarters or additional residential living quarters is not permitted. .
- 4.5 Vehicle Repairs 11-h-iii):** Other than immediate emergency service, no repair of any vehicle is permitted on the street or driveway. Minor repairs or vehicle checks on passenger cars and small trucks should be done in the garage. Excessive noise is not permitted. Owner/tenant shall clean and remove any spillage of oil, grease, coolant or any other toxic or unsightly materials.
- 4.6 Long Term Street Parking (11-h-iii):** Vehicles (operable or inoperable), trailers, etc. parked in the street in excess of three (3) consecutive days may be towed and impounded at the Owner's expense.
- 4.7 Vehicles for Sale (11-h-iii):** Vehicles that are for sale are not permitted to park on the street within the Development with a "For Sale" sign or placard.
- 4.8 Vehicle Parking (11-h-iii):** Vehicle parking shall not interfere with a neighbor's free use and enjoyment of the parking facility in front of his/her Residential Lot. Parking on the lawn is not permitted at any time.

5. Maintenance and Repair

- 5.1 Residence Exterior (7-c):** Each Owner shall maintain in good condition and repair the exterior of the Residence, including roofs, doors, windows, gutters and downspouts, exterior building surfaces, walls, fences and gates, sidewalks, driveways, trees, landscaping, including slope area maintenance, plantings and all other exterior improvements.
- 5.2 Exterior Grounds Upkeep (7-c):** Portions of the residence, driveway and sidewalk visible from the street shall be maintained in neat appearance. Water hoses visible from the street shall be neatly coiled and stored. Bicycles, hockey nets, portable basketball standards, skate board equipment, barbecues and similar equipment shall be stored out of view from the street. Porches shall not be used for storage, temporary or otherwise. Driveways shall be kept clean and free of accumulated oil/grease, rust stains, paint, or other foreign material. Any damage or irregularity in the installation of utility or television service boxes shall be immediately reported to the appropriate agency.
- 5.3 Landscaping (7-c) & (11-h-iii):** Lawns, gardens and slopes visible to public streets shall be maintained and weeded regularly in such a manner that presents an attractive appearance. Trimmings shall be collected and not blown or washed into the street or onto neighboring properties. Regular application of lawn fertilizer at three (3) month intervals throughout the year is recommended. If an extended absence is expected (e.g., a 10 day or more vacation or business trip) or if the property is vacated for any reason, the Owner/Tenant shall provide for the continued and undisturbed maintenance of the property and associated landscaping.

6. Home Businesses or Occupations

- 6.1 Purpose and Intent (11-h-iii):** The purpose of this section is to regulate home occupations in our Development in a manner that will ensure that they are utilized only as accessory uses incidental to the primary residential use of the premises upon which they are found. The intent of this section is to assure that home occupations shall not be inconsistent with nor be disruptive to neighboring properties or be incompatible with the characteristics of the residential environment.
- 6.2 Regulations (11-h-iii):** Home occupations shall comply with the following regulations:
- a) Any products produced for sale must be hand manufactured or grown on the premises. Business activity including but not limited to odors or noise associated with the business shall not interfere with other residents' reasonable enjoyment of their property. The home occupation shall not alter the appearance of the dwellings either by color, materials, construction, lighting, signs, sounds, noise, vibration, etc.
 - b) There shall be no on-site sales or display of goods.
 - c) Signage indicating the existence of a home occupation is not permitted.

- d) Only one vehicle for business related purposes, clearly associated with the home occupation, is permitted on the premises or any adjacent area within the Development. When not in use, this vehicle shall be parked in the garage.
- e) Only a resident of the premises may engage in a home occupation on said premises. Employees or partners may not be on the premises. A maximum of one on-premise customer at a time, by appointment only, is permitted.
- f) Outdoor storage of materials or products associated with home occupation on the premises is not permitted.
- g) Indoor storage of materials or products associated with home occupation shall not exceed one thousand (1,000) cubic feet for the entire premises or any more restrictive limitation imposed by the Building and Housing Codes or the County Health Department, or other government agency.
- h) Home occupations, except for horticultural uses, must be conducted within a structure on the premises. Structures must conform to conditions and restrictions contained within these R&Rs. Horticultural activities may be conducted outdoors, but shall be within the rear half of the parcel.
- i) The home occupation shall not cause the elimination or the reduction of on-street parking.
- j) The home occupation shall be consistent with permitted residential use and shall not create any conditions that amount to a public nuisance. It shall not be detrimental to the residential neighborhood, by causing increased noise, traffic, lighting, and odor or by violating any applicable ordinances or laws.
- k) There shall be no illegal discharge of any materials, fluids or gasses into the sewer system or any other manner of discharging such items in violation of any applicable ordinances or laws.
- l) The resident engaged in the occupation shall obtain when applicable, the City of Temecula Zone Use Certificate and business license.
- m) Garage, yard, swap-meet, and similar sales within the Project Development shall be limited to six (6) per year not to exceed two (2) days each per premises. The six (6) per year includes the one (1) yearly garage sale sponsored by the Association.

7. Architectural Control Committee (ACC)

- 7.1 Purpose (8-a):** In order to maintain the architectural character and aesthetics of Rainbow Canyon Villages, it is necessary that modifications of structures, materials and colors be compatible with the dwelling and overall architectural style of the neighborhood. The

Architectural Control Committee (ACC) is appointed each year by the Board of Directors from residents of the development. The ACC is responsible for reviewing requests and making decisions on all additions and/or alterations to the exterior elements of private dwellings. The Association has the authority to adopt these Guidelines and Standards under Section 16 of the Bylaws and Section 8 (a) of the CC&R's of the Rainbow Canyon Villages Homeowners Association.

- 7.2 Scope (8-b):** The ACC is empowered to make decisions regarding external change or alterations to any part of an owner's property with the intent of preserving the appearance, value, and harmony of the community as a whole. The intent of the ACC is not to inhibit individuality and creativity, but rather to assure residents of a continuity of design that maintains and preserves the appearance of the Development, protects property values and enhances the overall environment of our community.

Plans and specifications must be submitted to and received by the ACC and APPROVED IN WRITING prior to commencement of construction for ALL:

- b) Additions, alterations, or restorations to the exterior or structural portions of any Residence. Changes in or additions of fences, hedges, patio covers, landscaping, lighting, structures, basketball standards, carports, garages, awnings, walls, exterior paint (including repainting with the "same color"), fountains, or other mailer visible from the exterior of a Residential Lot.
- c) Noise related exterior mechanical equipment, such as, pool pumping equipment and relocation of air conditioner units.

- 7.3 Enforcement:** Failure to obtain the necessary approvals prior to construction constitutes a violation of the CC&R's and may result in a \$100.00 fine and require modification or removal of unauthorized work at the expense of the homeowner. The ACC shall contact the homeowner in order to discuss a possible resolution. If no resolution is reached, such violation shall be reported to the management company for disposition and appropriate action. Penalties may be appealed by Homeowners to the Board of Directors per California slate law.

- 7.4 Changes and Revisions:** The architectural guidelines are subject to updates at any time by the Board of Directors. These changes are subject to ACC review and must not be in conflict with the CC&Rs. Homeowners will be notified by separate notice when the Board of Directors makes a change.

- 7.5 Homeowner Responsibility:** The homeowner is responsible for reviewing Article 8 of the CC&R's, improvement guidelines, filing the appropriate Home Improvement Request (HIR) form, and making neighbors aware of the proposed addition or alteration. The application, plans or drawings, are then submitted to the ACC in duplicate for review and approval. The Homeowner is also responsible to obtain necessary City permits to insure all such matters of construction are in compliance with local government requirements. However, a City permit does not alleviate the Homeowner's responsibility of obtaining architectural approval from the ACC. Upon receipt of approval, the actual construction

may begin. At completion of the project, the homeowner shall notify the ACC of the completed work.

7.6 Home Improvement Request (HIR): All requests for architectural approval of proposed alterations or modifications shall be made on the HIR form and submitted in duplicate. When completely filled out, the application identifies the homeowner's name, address, the type of improvement and that the neighbors are aware of the proposed improvement. The application also summarizes the items to be submitted and a checklist of the conditions of approval. The ACC shall not be liable for any damages or injury that may arise from errors or omissions of their project review. Blank HIR forms may be obtained by contacting the HOA Management Company Agent.

7.7 Plans: Two (2) sets of plans or drawings must be submitted with the application. One set is retained on permanent file with the Association and the second copy will be returned to the Homeowner when a decision has been made by the ACC. The plans or drawings will be stamped and signed by the ACC as either Approved or Disapproved.

The plans shall include all of the colors, finishes and materials to be used. All plans are drawn to a noted scale. In most cases an architect or engineer is not required to draw these plans for review by the ACC. However, depending on the complexity of the proposed alteration or modification, the ACC reserves the right to require the Homeowner to submit professionally drawn and engineered plans.

The plans or drawings must show:

- b) Site/Plot plan showing existing home and proposed improvements to include property lines.
- c) Roof plan: shows existing and proposed roofs and slope/pitch. All materials are described and any unusual conditions should be noted.
- d) Floor plan: showing walls, columns, openings and any condition that will affect the exterior design of the home.
- e) Elevations: a view from each side that is affected by the construction, showing the exterior heights, noting all finish materials, textures, colors and details.
- f) Details: fences, walls, driveways and any small exterior modifications, such as windows, garage doors and patio covers. These require a list of materials and oilier specifications to clearly locate and define their addition to the home.
- g) Use manufacturer specifications and information brochures to help explain drawings.

ACC approval of plans does not constitute acceptance of any technical or engineering specifications and the RCVHOA assumes no responsibility for such specifications. The function of the ACC is to review submissions as to aesthetics and conformance to the association guidelines. Technical and engineering matters are the responsibility of the lot Owner.

7.8 Neighbor Awareness: The intent of neighbor awareness is to advise affected neighbors of the proposed improvement by requiring their signature on the HIR. No application will be considered complete until there is evidence the affected neighbor(s) has been made aware of the application. The affected neighbor is not giving his/her approval, only

acknowledging they are aware of the proposed modifications. For most plan submittals, neighbors on both sides or side and rear for corner lots need to sign the form. For second story additions, the property Owners adjacent to and across the street need to sign the application form. After review, the ACC may require that other homeowners be notified of the proposed modifications.

- 7.9 Application Processing Time:** In accordance with the CC&R's the ACC has a maximum of 30 days to render a decision on the application. All Homeowners are notified by mail of the ACC decision. The 30 day period shall begin upon the ACC's actual receipt of the Homeowner's completed application. Any application submitted shall be deemed approved on the 31st day after receipt, unless written disapproval or a request for additional information or materials by the ACC has been transmitted to the applicant by the ACC of all required materials. The request for additional information will extend the approval time until all issues are resolved.
- 7.10 Approved Applications:** The homeowner is allowed to start the project immediately upon receipt of approved plans. All notes made on the plans or conditions imposed by the ACC shall be incorporated into the homeowner's plans and shall become part of the homeowner's project. Should unapproved changes become incorporated into the project, the plans need to be corrected and re-approved by the ACC. Failure to obtain approvals constitutes a violation of the CC&R's and may result in a fine and may require modifications or removal of unapproved work at the expense of the Homeowner.
- 7.11 Disapproved Applications:** The homeowner will be notified in writing of the ACC decision. In the event plans and specifications submitted to the ACC are disapproved, in whole or in part, the Homeowner may request to meet with the ACC to review and discuss the plans and application. A final written decision will be issued by the ACC within ten (10) days of the meeting with the homeowner. The homeowner may appeal the decision, in writing, to the Board of Directors. The written appeal must be received by the Board not later than thirty (30) days following the date of the ACC final written decision.
- 7.12 Construction Time:** Work shall be completed within 90 days from the date of ACC approval. If the scope of the job warrants more time or for other reasons deemed necessary by the ACC, the owner may be granted an extension of the construction period as necessary. Requests for time extensions must be made in writing to the ACC. A written response will be mailed to the homeowner advising them of the ACC decision.
- 7.13 Architectural Guidelines and Standards:** The following information provides the homeowner with guidelines and standards for more common improvements. However, these and other exterior improvements, alterations and modifications not specifically described in this reference, shall be subject to prior review and approval by the ACC.

A. Exterior Painting:

- 1) A HIR and ACC approval is required for a home which is being repainted using the existing colors in the same locations, or for any proposed change in exterior paint

color. The ACC reviews applications for exterior painting to determine that the color choices and types of paint are within the following guidelines:

- 2) The ACC has developed a color palate of approved exterior paint. Homeowners must conform to the approved colors. A book displaying the colors is available through the ACC and may be used to help choose the paint color. The paint scheme must be a minimum of two contrasting colors and a maximum of three contrasting colors, if the entire home is being repainted. Paint chips are to be included with the HIR. Flat and Satin Finish paints are acceptable for all exterior elements of the home. Applications of semi-gloss finishes are to be limited to windows and doors only (excluding garage doors). Dark earth tone or bright attention-getting colors and high gloss finishes are not permitted.

B. Room Addition/Second Story and Home Rebuilds:

The ACC will review home addition and remodel plans for adequacy of site dimensions and the aesthetic suitability of the design and materials with the home and neighboring residences. It will look at the affect of the requested modification on neighboring properties and street, to include the conformity of the plans and specifications with the purpose and general plan of the community. These changes to the existing home shall conform to materials and construction techniques as established on the existing home. The ACC will use the following guidelines when reviewing an application:

- 1) Exterior Stucco: Exterior plaster or "stucco" with a light texture will be the (if primary) wall surface material. Heavy textures such as swirl, heavy trowel or Spanish style are prohibited. Accent materials and colors used to complement the stucco are allowed and encouraged in moderation. The use of tile, brick, stone and masonry may be permitted as design accents and trim, if approved by the ACC.
- 2) Roof: The overall height of all new additions will be limited to the maximum height of developer constructed two-story homes in the community. Roof pitch and design should not deviate from that which exists in the neighborhood. Roof materials must match existing materials on the dwelling. Changing the roof materials for the entire dwelling may be permitted if approved by the ACC. However, the composition must remain clay tile or concrete shingle types.
- 3) Windows and Doors: Window and door design and materials should be consistent with other windows and doors on the dwelling. Style changes will be subject to ACC approval pending the severity of style change.
- 4) Side Yard Areas: Building in side yard areas shall typically be restricted to improvements, such as bay or garden windows, patio covers, etc. Home additions may be considered if a minimum of 5 feet from that addition to side yard property line is maintained, unless the city requires more than 5 feet distance, then the city requirements will be adhered to.

- 5) **Set Backs:** Homeowners are encouraged to contact the City of Temecula for general property line setback requirements.

C. Fence, Gate, and Wall Installation/Replacement: Private fences and walls installed by the builder provide security, privacy and landscape definition in all residential areas. Additional fencing and gates may be added by the homeowner to side and rear yards for the purpose of separating exterior mechanical equipment (air conditioners, spa/pool equipment, etc.) and/or swimming pool from the rest of the yard. Wood fencing may be replaced by concrete block walls with a stucco finish consistent in treatment with the adjacent buildings. Wood frame walls with a stucco finish are not permitted. A HIR is required for all fence and wall additions. White vinyl fences are acceptable. Wood fences shall be either left natural, painted with a satin or semi-gloss white paint or stained. Fences separating front and back yards and extending from house to property line may be painted to match the color of the house or trim color of the house. Additional requirements and limitations are:

- 1) Extensions to walls, fencing, or gates shall not exceed the existing height of the walls, fences or gates.
- 2) The tops of all fencing and walls on level ground shall be dead level, or stepped to maintain level where required.
- 3) Extensions to walls and fencing shall be of the same style and finish (paint or stucco) as the existing walls and fencing.
- 4) New walls must meet City of Temecula requirements.
- 5) Examples of unacceptable materials for fencing, walls and gates include, but are not limited to: aluminum, sheet metal, chicken wire or mesh, metal or plastic chain link, plastic webbing, reed or straw-like materials, corrugated or flat plastic and fiberglass panels, glass or concrete block (plain or painted).

D. Fence, Gate, and Wall Maintenance: Periodic maintenance of wood and wrought iron fences, gates and stucco walls is required to keep them in an attractive condition. Repairs to wood fences usually consist of board and/or post replacement. Wrought iron fences may be repaired by sectional replacement or strengthening rusted areas. All fencing shall be restored to the original style. A HIR is not required for fence maintenance on existing fences including painting provided the color matches the color scheme of the house. A HIR is required for any fence replacement that requires ACC approval as set aside in the guidelines of this document.

E. Garage Doors: Solid wood doors may be replaced by a steel roll-up type. The replacement door may have a blank or window top panel. The door shall be painted white or match the color scheme of the house. A HIR is required for this improvement.

F. Playhouses, Play Structures, and Storage Sheds: Playhouses, play structures and storage sheds must be constructed, located and screened to minimize the impact on the adjacent neighbor's privacy and any existing structure or common area. Structures should blend with the architectural characteristics of the dwelling and neighborhood and at the peak of the structure, shall not protrude more than two (2) feet above a six (6) foot fence and shall be subject to the neighbor's acknowledgement. The ACC may require that the structure be screened from view of surrounding properties or common landscape areas by the use of fences, hedges or other appropriate plant material. Playhouses and storage sheds shall be painted to match the trim siding color, have the same roofing materials as the home, and shall not exceed 120 square feet of floor area.

G. Screen and Security Doors: The door must be painted to match the trim of the house. An HIR is not required for installation of this type of door. Any other screen or security door of extremely ornate characteristics such as ornamental cast iron, aluminum, or wrought iron shall require ACC approval.

H. Solar Energy Equipment: Proposed installation of solar energy equipment must include size, location and description of all panels and collectors, including any visible piping, attachments, flashing, hardware, etc. A HIR must be filed with the committee. All installations shall not be visible from the street and are subject to city requirements and Civil Code 714(b).

I. Landscaping:

- 1) Landscaping should present an attractive appearance for the property and include a reasonable combination of lawn and/or ground cover, shrubs and trees. ACC approval is required for permanent installation of planter boxes, refinished or relocated front entry sidewalks, and/or decorative walls of twenty four (24) inches or more in height. The following landscaping materials are not permitted within front yards and visible side yards, without the approval of the ACC:
 - a) Decorative rock, wood chips, sand, gravel or any other rock-like substance shall not be used as a substitute for grass.
 - b) Non-plant materials are not to be used as a substitution of lawn or ground cover.
 - c) Hedge-type plants exceeding eighteen (18) inches in height and/or shrubs with thorns planted adjacent to sidewalks.
- 2) Decorative borders are used to separate lawn areas from flower beds, plants, shrubs and trees. A decorative border may follow the contour of the lawn at the same height as the lawn or up to a maximum height of 12 inches above the lawn. For a decorative border whose top is level and the bottom follows the lawn contour, the maximum height between the highest point of the lawn and the top of the border shall be 12 inches. Decorative borders may be free standing or set in concrete. The color of the material used in the border shall match or blend with the basic color scheme of the house. Under no circumstances shall a decorative border be used as a retaining wall.
- 3) Examples of acceptable materials include: poured concrete, brick, fieldstones, flagstone, pre cast simulated brick or stone, sculptured red concrete border sections,

textured interlocking concrete block, textured concrete block (slump stone) and plain concrete block covered with stucco.

- 4) Examples of unacceptable materials include, but are not limited to: aluminum, sheet metal, chicken wire, metal or plastic chain link, plastic webbing, corrugated or flat plastic and fiberglass panels, glass block, concrete building block (plain or painted), logs, construction lumber or railroad ties.
- 5) Man-made lawn ornaments, statuary, figurines, fountains, birdbaths, windmills, wheelbarrows, wagon, wagon wheels, farm implements, or other similar objects, are not permitted without approval from the ACC.

J. Lights: Decorative lighting such as Malibu lights, light fixtures on the front of a home and walkway indirect light are permitted with ACC approval.

K. Window and Door Tinting: Reflective materials which create a "mirror" effect on windows from the outside are prohibited.

L. Antennas and Satellite Dish Antennas: Homeowners or residents are prohibited from erecting or displaying any radio or television antennae, satellite dish or other equipment or apparatus for transmitting or receiving transmission without Board or ACC approval except as allowed by any applicable statute or law. A HIR is not required for a satellite dish that does not exceed one (1) meter in diameter. Refer to Section 2.10 of the Rules & Regulations.

8. ENFORCEMENT POWERS OF THE ASSOCIATION

- 8.1 Powers (3.):** The Association has the powers, rights and duties to enforce the provisions of the CC&Rs, levy assessments and enforce liens, and make reasonable Rules and Regulations for the operation and use of the Development.
- 8.2 Creation of Obligation and Lien (4.a.):** Each Owner has a personal obligation to pay all assessments levied against his Residential Lot by the Association. Unpaid assessments may become a lien thereon.
- 8.3 Assessments (4.c):** Each Owner is subject to assessments in amounts determined by the Board.
- 8.4 Lien (4.e.):** Assessments (including late charges, interest, collection, attorney's fees and other costs), if not paid within 30 days of the due date, may become a lien upon the Owner's Residential Lot.
- 8.5 Foreclosure (4g.):** The Association has the right and power to bring any and all actions against an Owner for the collection of assessments that are not paid when due, including the right to foreclose a lien, and the right to sell the Owner's interest by power of sale.

- 8.6 Constitute a Nuisance (18.a.):** A violation of Section 11(e) of the CC&Rs is hereby declared to be a nuisance. Every remedy allowed by law or equity shall be available to the Association for the remedy of such nuisance.
- 8.7 Attorney's Fees (By-laws, Article VIII, Section 4):** In any legal proceeding for the enforcement of or to restrain violation of any provision of the CC&Rs or R&Rs, the losing parties shall pay the attorney's fees of the prevailing party in the amount fixed by the Court.
- 8.8 No Waiver (18.a):** Failure of the Association or the Owner of any Residential Lot to enforce any restriction contained in the CC&Rs or the R&Rs shall not be deemed to be a waiver on the right to do so in the future, nor of the right to enforce any other restriction.

9. STANDARDS COMMITTEE PROCEDURES

The following procedure will apply to all violations and infractions of the CC&Rs and R&Rs. Owners may report violations by submitting either a written or verbal notice describing the violation to the Management Company. The Board or Standards Committee (SC) appointed by the Board may also report violations to the Management Company. The Management Company will record the circumstances of the alleged violation and send a report to the chairperson of the SC for verification. Once the SC or board member(s) has verified the violation, the committee chairperson (or board) will notify the Management Company to send the First Notice. The Management Company will send an information copy of the notice to the committee chairperson. The Standards Committee is comprised of the committee chair that fills the position on a permanent basis and a board member who serves with the chair on a month to month basis. Each month a different member of the board is rotated through the assignment as the assistant to the chair. Standards Committee business is conducted by the chair with the monthly board assistant and coordinated through the Management Company. The Management Company provides a monthly report of activity and on-going business to the board on a monthly basis.

- 9.1 First Notice:** A First Notice is intended to act as a friendly reminder to correct a violation will be sent by the Management Company. There is no fine associated with the First Notice. However, there is warning that a monetary penalty will ensue if the violation is not corrected within the time noted in the First Notice. The Notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation.
- 9.2 Second Notice:** If the violation continues, or if the response to the First Notice is otherwise unsatisfactory, the Board may approve a Second Notice indicating the Board may levy a \$25.00 fine. Once the Board has approved the pending fine action, the SC chairperson will notify the Management Company to send the Second Notice to the property owner with an information copy to the committee chairman. The Second Notice, which must be sent 10 (ten) days prior to the date of the next monthly board meeting, will indicate that the homeowner may appeal by appearing at the meeting. If the property owner requests a private meeting, the board will meet in executive session to consider the

appeal. If the homeowner appears, the Board will consider his/her input in arriving at its determination to levy the fine. If the homeowner does not appear, the Board will use the information available at that time to make its determination. A letter will be sent by the Management Company to the homeowner within fifteen (15) days from the meeting date announcing the Board's decision.

- 9.3 Third Notice:** If the violation continues, or if the response is otherwise unsatisfactory, after the Second Notice, the Board may approve a Third Notice indicating that a \$100 fine may be levied. The SC chairperson will notify the management company to send the Third Notice with an information copy to the chairperson. The Third Notice, which must be sent 10 (ten) days prior to the date of the next monthly board meeting, will indicate that the homeowner may appeal by appearing at the meeting. If the property owner requests a private meeting, the board will meet in executive session to consider the appeal. If the homeowner appears, the Board will consider his/her input in arriving at its determination to levy/not to levy the fine. If the homeowner does not appear, the Board will use the information available at that time to make its determination. A letter will be sent by the management company to the homeowner within fifteen (15) days from the meeting date announcing the Board's decision.
- 9.4 Subsequent Notices:** If a violation continues subsequent notices will be sent and \$100 fines may be levied *each subsequent month* subject to approval of the Board and to appeals by the homeowner.
- 9.5 Legal Action:** If the violation continues to be unresolved, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the Owner may be liable for the Association's legal costs and fees.
- 9.6 Repeated Violations:** Another violation of the same rule within 24 months may be treated as a repeated violation and may be subject to fines. In the event a repeat violation occurs more than twenty-four (24) months after the initial violation and fine, the Board will not consider the prior violation in its determination of penalties.
- 9.7 Schedule of Fines:**
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|--|---------------------|
| • First Notice/friendly reminder (any violation) | No fine |
| • Second Notice (same violation) | \$25.00 fine |
| • Third Notice (same violation) | \$100.00 fine |
| • Continuing violation of same offense | \$100.00 per notice |
| • Repeat of same violation within 24 months | \$100.00 |
- 9.8 Revision of Schedule of Fines:** The Board reserves the right to re-evaluate the schedule of fines as it deems appropriate. A New schedule of fines will be published and distributed prior to implementation.
- 9.9 Owner Liability:** The Owner shall be held liable for payment of any fines levied for Tenants or Guest violations, in addition to any and all reasonable costs that may be incurred by the Association for repair and/or replacement of any damage caused to common or landscape maintenance areas.

9.10 Reporting a Violation: Residents may report suspected violations in writing or by telephone to:

S&L Association Management
P.O. Box 1107
Murrieta, CA 92564
Tel: 951-698-4030

All reports of violations must contain the street address and details of the suspected violation in order for the complaint to be investigated by the SC.

9.11 Files and Records of Violation:

- a) The management company shall prepare and maintain a permanent file of all violations.
- b) The SC shall prepare and maintain an annual log to record violations occurring each year and to note the status and corrective actions. The log will include pertinent data regarding the violation, date, name of property owner, address of violation, summary statement of violation, First, Second and Third Notices, actions, open or closed status, date of closure, and remarks.
- c) The SC chairperson shall deliver a report of the current status of open or unresolved violations at each regularly scheduled Board meeting together with any recommendations for Board action. The report will not contain references to specific addresses or property owners' names.
- d) The management company shall promptly place a written copy of each Notice of Violation in the permanent file of the lot where the violation occurred.

10. ASSESSMENT COLLECTION POLICY

Rainbow Canyon Villages Homeowners Association is responsible for managing and operating the common areas of the community, and for collecting Homeowners' assessments. The timely collection of assessments from all homeowners is important to the management and operation of the community, and to the preservation of property values. Pursuant to California Civil Code the Association adopts policy for collecting assessments. Please refer to the annual mailing which includes your budget and important policies.

11. ALTERNATIVE DISPUTE RESOLUTION POLICY

California Civil Code requires Alternative Dispute Resolution (ADR) in a form such as mediation or arbitration under certain circumstances prior to an Owner member or Association filing a lawsuit. Policy may frequently be affected by legislative change. Please refer to the annual mailing which includes your budget and important policies.