

BRIDLEVALE
HOMEOWNERS ASSOCIATION

Rules & Regulations
Manual

Adopted
January 1997

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INTRODUCTION

COMMUNITY LIVING REQUIRES THE FULL COOPERATION OF ALL RESIDENTS. IT IS IMPORTANT THAT EACH OWNER/RESIDENT FAMILIARIZE THEMSELVES WITH THE FOLLOWING RULES AND REGULATIONS IN ORDER TO ENSURE THAT ALL THE RESIDENTS OF BRIDLEVALE ENJOY THE QUALITY OF LIFE TO WHICH THEY ARE ENTITLED.

The Board of Directors pursuant to the authority granted to it in the Declaration of Restrictions (Declaration) and the By-Laws has established the following Rules and Regulations, which are in part taken directly from the Declaration. The success of any community is founded on the basic principles of common decency, respect, and consideration for the basic rights of neighbors. This Rules and Regulations Manual will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules and Regulations, and the authority for enforcement are contained in the Declaration and the By-Laws which were given to you by the developer when you bought your lot. This Manual is intended as a supplement to the Declaration, not as a replacement. All provisions of the Declaration not referenced in this document remain in full effect and must be adhered to by all owners and residents. It is the responsibility of each homeowner to make their guests, residents, and tenants 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 guest.** (See Rules & Regulations for renting/leasing homes.)

The Board of Directors establishes and enforces the rules contained in this manual, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association facilities and the Common Area. In each of these areas, a professional property management company assists the Board.

The Board may change this document periodically as needed.

MANAGEMENT COMPANY

The Association employs a professional management company to advise and assist the Board in its duties. The management company in turn contracts out, per bid, various maintenance and repair work to service companies specialized in their respective fields, with the approval of the Board of Directors. Monthly association fees are collected and deposited in the Association's account by the management company. Association bills are then paid out of the same account.

A primary responsibility of the management company is to receive and process owner and resident complaints with respect to the maintenance of Association common areas. The Management Company will then contact any necessary service company. Please see the section below labeled "Homeowner Maintenance" for more information on owner/resident responsibilities.

DELINQUENT ASSESSMENTS AND LATE CHARGES

Assessments are due by the first of each month. Any assessment not received by the 15th of the month will incur a late charge of \$10. If an account becomes 45 days delinquent, the Association will send by certified mail a notice of intent to file a lien which shall demand payment and notify the owner that if payment is not received within 7 days the Association will file a lien and that if

payment is not then received, the Association may pursue foreclosure of the lien. If payment is not received, the lien will be placed by recording a notice of delinquency against the property. If the account is not brought current within fifteen (15) days from the date the lien was placed, the Association may foreclose the lien or pursue any other means of collection authorized by the Declaration, State or Federal Law.

ANIMALS

1. No animals, livestock or poultry of any kind shall be raised or kept on any lot, except for dogs, cats or other household pets. At any one time the total number of pets other than fish shall not exceed three (3), nor shall any animals be kept, bred, manicured or maintained for any commercial or kennel purposes.
2. No animals may be kept which, in the sole discretion of the Board constitute a nuisance or annoyance to other Owners or residents. Any such nuisance shall be corrected at the owner's expense. Furthermore, the Board shall have the right to require the removal of any such pet if the nuisance cannot be remedied.
3. In no event shall an owner or resident permit any animal to roam from their lot.
4. Dogs must be leashed while in the community.
5. Owners are liable for any damage to persons or property caused by their pet.
6. Pet owners are responsible for the immediate cleanup of litter left by their pet.

DESIGN REVIEW/ARCHITCTURAL CONTROLS

The Board has established design review guidelines to ensure that the appearance of the community is maintained in accordance with the Association governing documents. The current guidelines are consolidated in the Design & Review Manual, which is available from the management company. Please be advised that unauthorized alterations or construction is subject to removal at the owner's expense.

GENERAL RULES

1. For the purpose of performing the maintenance of the Association Property and the Common Area or for any purpose reasonably related to the performance by the Board of its responsibilities, the Association's agents or employees shall have the right to enter any lot or yard to effect repairs, improvements, replacements or maintenance as necessary; provided, however, except in case of an emergency, there shall be no entry onto a lot without the owner's consent, which consent shall not unreasonably be withheld. Consent shall be presumed if the owner makes no objection to such entry within three (3) days after the Board delivers notice of its intent to enter.
2. Each lot shall be used only for single family dwelling purposes. No general retail or business activities of any kind shall be conducted on any lot or on any common area.
3. All clotheslines, equipment, garbage containers, wood piles and storage piles or shads shall be kept screened and concealed from view of neighboring lots, streets and common areas.

GUEST

Guests must abide by all rules and regulations in force at the time. Residents/owners are responsible for the conduct and actions of their guests.

HOMEOWNER MAINTENANCE

1. Each owner shall be responsible for all maintenance of his or her lot and residence including, but not limited to, the exterior walls, roof, foundation, windows, doors and all interior portions of the residence, the yard and all yard improvements, drainage systems and pipes, wires or other utility installation and any additions or alterations.
2. Each owner shall also maintain the interior surface of any fence and/or walls, which are located at the boundary of the lot. Adjoining owners shall equally share in the repair and replacement of those walls or fences located between the lots. The owner shall also be responsible of the repair and replacement of a fence, which lies between a lot, and common area and such maintenance shall include the exterior surface of the fence or wall.
3. In the event an owner does not perform any of the above maintenance to the satisfaction of the Association, the Board may give written notice of such default, stating what needs to be done and requesting that the work be completed in 45 days. If the owner fails to complete the specified repairs within the time given, the Board may cause the work to be completed and assess the owner the cost for these repairs.

FENCES

1. No design review is required if the fence is painted to match the house trim; coated with a clear sealer; or stained with Old Quaker #604.
2. Any homeowner wishing to use another color selection must submit the proper forms to the ARC Committee for approval.
3. Fence style and materials are to be compatible with the applicant's house. Chain link is not permissible as fence material except as specified in the Dog Run section. Barbed wire is not permissible as fence material.
4. Placement of the fence and support structures may not interfere with adjacent sprinkler systems nor shall fences be constructed over irrigation lines.
5. Structural framing, the unfinished side, or a fence varying from existing fence standards shall not be exposed to any public street, sidewalk, walkway, park, recreation area or neighboring lot.
6. Materials for side yard fencing will be given special consideration depending on its exposure to the neighborhood.
7. All supportive posts shall be set in concrete.
8. Stepped fencing is permissible where the grade slopes.
9. Gates are to be of same material as the fence.

10. Homeowners should refer to City Codes and requirements as they relate to pool and spa fencing.
11. When views are to be preserved, either tubular steel, wrought iron, or solid fencing no higher than thirty (30) inches must be used for at least ten (10) feet of rear yard fencing.
12. All fences must be maintained in a manner that keeps them from developing black and/or white stains (usually from irrigation spraying onto an unsealed fence). Sealing is recommended, but not required. If the fence is not sealed, stains will have to be removed on a regular basis.
13. Specific fence requirements:
 - Transparent and Solid Color Stains:
 - a) Two semi-transparent stains are approved: Naturaltone Cedar #716 and #80 White Cedar. (Natural Cedar is carried by the Behr and Olympic brands are available at Home Base and Home Depot. #80 is available only from Behr.)
 - b) Two solid color stains are approved: Cape Code Grey #365 and Grey Cloud #520. (Both of these stains are available from Behr and Olympic at the above stores.)
 - c) All colors must be kept to the original sample color, i.e. you cannot use the semi-transparent over and over to gain a darker color.

Tubular Steel or Wrought Iron:

- a) Black is the only color approved for wrought iron. No other colors will be approved.
- b) Additional fencing material may be applied to the interior side of fence to restrain small pest and children upon approval of the ARC. Supplemental landscape should be used to soften the appearance.

Solid Wood Fence – Privacy Fence:

- a) Maximum height is six (6) feet.
- b) Consideration should be given to shadowing or view obstruction of adjacent property when utilizing a solid fence.
- c) All support posts installed below grade shall be of pressure treated lumber.

Masonry Walls: concrete block, brick, or slump stone.

- a) Concrete walls must be “stuccoed”.
- b) Solid block walls shall not exceed six (6) feet in height.
- c) Color must match existing structure.
- d) Brick and slump stone may be left natural upon approval of the ARC.
- e) Consideration should be given to shadowing or view obstruction of adjacent property when utilizing a solid wall.

Acceptable Material for fencing:

- a) Wood
- b) Wrought iron or tubular steel
- c) Masonry or stucco; if materials conform to type, quality, color and character of masonry or stucco used elsewhere in the respective neighborhoods.

This list is not all inclusive.

Unacceptable fencing materials:

- a) Aluminum or sheet metal.
- b) Chicken wire or wire mesh.
- c) Galvanized or plastic chain link.

- d) Plastic webbing, reed, bamboo, or straw-like materials.
- e) Corrugated or flat plastic or fiberglass sheets or panels.
- f) Rope or other fibrous strand elements.
- g) Miniature type fencing.

This list is not all inclusive

LANDSCAPING/USE OF YARD

1. An owner/resident may not plant or cause to be planted any plant in the common area without prior approval of the Board.
2. Trees, flowers, shrubs, or landscaping plants may not be removed from the common area without prior approval of the Board
3. Stepping-stones are not to be placed in common area by an owner or resident without prior Board approval.
4. Damaged sprinkler systems in the common area should be reported directly to the management company.
5. No owner shall make any improvements to a yard, unless and until the Architectural Review Committee approves the plans in accordance with the design review procedures.
6. Each owner/resident shall be responsible for the maintenance and replacement of all landscaping and irrigation systems installed by the owner.
7. Slopes and/or planters shall not have bare areas greater than a 3' x 3' area.
8. Lawns shall be regularly watered and fertilized to maintain a green appearance. Lawns shall be kept free of weeds, by example, clover, dandelions and broadleaf's and all bare spots shall be re-seeded.
9. If an extended absence is expected (vacation, business trip, etc.), or if the property will be vacated for any reason, it is the Owner's responsibility to see that the property continues to be maintained.

RENTING/LEASING OF HOMES

1. All leases must be in writing.
2. Each tenant shall be bound by and must abide by the provisions of the Declaration, the By-Laws and these Rules & Regulations. A failure to abide by these rules and regulations shall be deemed a default under the lease.
3. No owner shall lease a lot for transient or hotel purposes. Hotel purposes shall be defined as any lease under thirty (30) days or when the lessor provides services normally associated with a hotel.
4. A copy of any lease along with the telephone number of the tenant and owner and the mailing and street address of the owner must be forwarded to the Board upon execution. A form is included at the end of these rules for this purpose.

NUISANCES

Noxious or offensive activities that become a nuisance to others are not permitted in any part of the community. Examples are as follows but are not limited to:

1. Sidewalks are for pedestrian use. No riding scooters, skateboards, bicycles, mopeds, motorcycles, etc. on the sidewalk.
2. Bouncing of balls on building walls, stairs or sidewalks.
3. Use of slingshots or rock throwing.
4. Loud music.
5. Yelling or screaming.
6. Dog barking

PARKING AND VEHICLE RESTRICTIONS

1. Any vehicle that is parked in violation of the rules and regulations listed below or any amendments approved by the Board and distributed to all owners or clearly posted in the community may be towed without warning at the owner's expense.
2. Fire lanes and driveways must be kept clear at all times.
3. The speed limit within the community is 25 mph unless otherwise posted.
4. Each owner may use the garage portion of his or her lot for parking automotive vehicles (cars, passenger vans and trucks), the storage of non-hazardous materials and similar uses. However, no owner shall convert any garage to any use, which prevents its use for parking of vehicles used by such owner.
5. No dune buggy, boat, trailer, recreational vehicle (RV), mobile home, motor home, van, camper shell, nor truck which is larger than one ton capacity or has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling, shall be parked in any driveway, (on a street or anywhere else where visible to other owners except for loading/unloading only).
6. Commercial vehicles shall be permitted within the community for the purpose of making deliveries and similar purposes. Resident parking of commercial vehicles is not allowed except if the vehicle is parked wholly within a garage. A commercial vehicle is defined as any vehicle with printing on it that lists a company name or phone number (excepting usual and customary information of the original car dealer) or an open bed truck loaded with tools or equipment such as ladders, generators and the like.
7. No dismantled, inoperable, unregistered or wrecked vehicle or equipment shall be parked, stored, or deposited within the community.
8. No vehicle shall be repaired within view except such emergency repairs as may be necessary to remove the vehicle from the community for proper repairs.

9. Any motor vehicle operated in the community, including automobiles, trucks, dune buggies, motorcycles and trail bikes, shall have a muffler on its exhaust system and shall be ridden only on paved roads within the community or other areas specifically designated for such use by the Association.
10. No trailer, truck, boat, camper, or recreational vehicle (RV) shall be used as a living area in the community.

POOL

CAUTION: THERE IS NO LIFEGUARD ON DUTY.

Swimmers swim at their own risk.

1. No glass of any kind in the pool area.
2. No animals are allowed in the pool or pool area. (State Law)
3. Gate must be locked at all times. (State Law)
4. No barbecuing in the pool area.
5. No children under 14 not accompanied by an adult. (State Law)
6. Babies with cloth diapers are not allowed in the pool. Plastic diaper ok. (State Law)
7. A shower must be taken before entering the pool.
8. No cutoff jeans allowed in the pool.
9. No bicycles, skateboards, skates, football, Frisbees, or similar items that present a health or safety hazard allowed in the pool area.
10. Posted hours must be observed by all persons.
11. No boisterous talk, yelling, foul language, or loud music allowed in the pool or pool area.
12. No alcohol of any type is permitted in the pool area.
13. No running or horseplay in the pool or pool area.
14. No littering in the pool area.
15. No aqua lungs or weight belts permitted in the pool.
16. Pool life saving equipment is for emergency use only, and must be left installed at all times.
17. An adult resident must accompany all guests in the pool area.
18. The pool may be closed for periods up to 30 days when, in the opinion of the Board, the pool facilities are being abused.
19. The Board may ban individuals for a period of 30 days for abusing pool facilities after following the rules enforcement procedures of this manual.

SIGNS

1. No permanent signs (displayed for more than 60 days) shall be placed or displayed in any home or on any lot, building or other structure other than one (1) sign of customary and reasonable dimensions advertising a lot for sale or lease which may be placed on the lot.
2. Security signs may be installed in accordance with the guidelines published in the Design Review Manual.

TRASH

1. All trash must be placed in secure containers on the days designated by management.
2. The owner or resident at his/her own expense must dispose of larger items such as appliances, air conditioners, furniture, mattresses, etc..

USE OF COMMON AREA

1. No owner, resident, or guest shall deposit any waste in the common area.
2. No owner, resident or guest shall do anything or cause anything to be kept in or on Common Area that might result in an increase in the insurance premiums of insurance obtained by the Association or that might cause cancellation of such insurance, without the prior written consent of the Board.
3. No owner, resident or guest shall do anything or cause anything to be kept in or on the Common Area that would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body.
4. No illegal activities are permitted or condoned within the community.
5. No owner shall have the right to alter, paint, decorate, remodel, landscape or adorn any part of the Association Property or Common Area without the written consent of the Board.
6. If damage is caused to any Association Property or Common Area through the omission or neglect of an owner, resident or guest, the owner shall be liable and responsible for repair except to the extent that such damage or loss is covered by insurance obtained by the Association and the insurer has waived its rights of subrogation. If such loss or damage is not immediately repaired, the Association may effect such repairs and assess the costs of repair against the applicable owner.
7. No outdoor fires shall be permitted on any portion of the community. Customary barbecue grills and devices may be used on common areas where installed and on private lots.
8. Barbecues, toys, bicycles, skateboards, or any other personal items left on common area may be disposed of, without further notice, by the Association.

WINDOW COVERINGS

Each owner shall, within one hundred twenty (120) days after close of escrow, install window coverings on all windows of his or her residence which are visible from any public or private street. The exterior color of the window covering must be white or off-white unless the Architectural Review Committee approves another color.

ENFORCEMENT OF RULES

The Board, owners, and all residents have the right and duty to report any violation of the rules and regulations as defined in the Declaration, By-Laws, Rules & Regulation Manual, and Design & Review Manual. In addition, the Board has the right and duty to take action as necessary and appropriate to gain compliance of violators in order to protect the rights, safety, and property of the Association members and residents.

In addition to any other means of enforcement provided in the Declaration, the Board has the right to suspend the voting rights of or use of Association facilities by a lot owner. The procedures for utilizing such enforcement techniques are listed below.

REPORTING RULES VIOLATIONS

Any person wishing to report a rules violation must provide a signed, written description (see attached incident report) to the President of the Board or the management company. The Board will review the report for completeness and then direct the report to the management company for corrective action. Verbal reports cannot and will not be acted on.

INSPECTIONS

To ensure uniform and timely enforcement of Association rules, the property manager will conduct inspections of the property on no less than a monthly basis. The property manager will maintain a current list of possible rule violations observed during these inspections. This list will be organized by street address and will be included in the monthly management reports submitted to the Board of Directors. Street addresses will remain on the violation list until the property manager observes the violation has been corrected.

NOTICE

When the property manager first sees a possible violation and adds the street address to the list, the appropriate homeowner (and resident if applicable) will be immediately notified in writing. In this notice the property manager will identify the violation and ask the homeowner to correct the violation within a specific period of time. Normally, the time frame will be before the next scheduled inspection. However, a shorter time frame may be specified because of safety or if required by the Declaration, Bylaws, Rules Manual, or Design Guidelines. The notice will also provide that if the violation continues past the deadline, a hearing will be held. The notice shall state the date, time and place of hearing. Such notice of hearing must be sent at least five (5) days prior to the date scheduled.

HEARING

The purpose of the hearing is to provide an opportunity for the homeowner to discuss the alleged violation with the Board. When a homeowner does not agree that a violation exists, the Board will hold a hearing in person with the homeowner, at which time the homeowner can present the relevant facts in support of their position. The homeowner has the option of either submitting a written statement or attending the hearing in person to present his/her case. Failure to respond to the violation notice may be considered an admission by the lot owner that a violation exists.

DISCIPLINARY ACTION

The Board will consider all evidence presented at the hearing and will make a determination if the violation did occur. If the violation did occur and if a satisfactory explanation for the violation is not given, the Board may elect to submit the dispute for Alternative Dispute Resolution (ADR) this is a quasi-legal action. Continued noncompliance may result in legal action.

Violations of parking rules and regulations may result in the vehicle being towed at the owner's expense as specified in the Rules Manual.

Following the hearing, the Association may also elect to suspend the right of a homeowner to use Association facilities and/or to suspend the right of an owner to vote at meetings of the Association (such suspension may not be longer than thirty (30) days).