

RULES & REGULATIONS

PREPARED FOR

**THE VINEYARD-MURRIETA
COMMUNITY ASSOCIATION**



Adopted: October 27, 2004

MEMBERS ARE TO ADDRESS ALL CONCERNS
AND REQUESTS FOR ACTION DIRECTLY TO THE
MANAGEMENT COMPANY. MEMBERS SHALL
NOT MAKE REQUESTS TO LANDSCAPERS OR ANY
ASSOCIATION WORKERS. ANY SUCH REQUESTS
AND LIABILITY WILL BE AT THE MEMBER'S
SOLE RESPONSIBILITY AS TO BOTH COST AND
LIABILITY.

**THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
RULES AND REGULATIONS**

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**THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
A PLANNED COMMUNITY**

MEMBERSHIP INFORMATION

The Vineyard-Murrieta Community Association offers many advantages to its residents. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of The Vineyard-Murrieta Community Association.

The Vineyard-Murrieta Community Association is a California non-profit corporation consisting of those Owners of Lots within the ultimate boundaries of Vineyard-Murrieta.

The purpose of The Vineyard-Murrieta Community Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in The Vineyard-Murrieta Community Association provides a membership base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&R's) they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

**THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
DELINQUENCY POLICY**

1. Assessments, late charges, interest collection costs and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. It is the owner of record's responsibility to pay each assessment in full every month regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such an assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the date the members received notice of the special assessment.
3. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 1366, section (e)(2).
4. In accordance with California Civil Code 1366, section (e)(3), the Board of Directors may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due.
5. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail the delinquent member a Notice of Intent to Lien to said member's real property and offsite mailing address if applicable, at a cost of \$45.00, which shall be charged to the delinquent member's account.
6. Within fifteen (15) days from the date of the postmark of the Notice of Intent to Lien, a delinquent homeowner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests.
7. When any assessment remains unpaid thirty (30) days following the date of mailing of the Association's Notice of Intent to Lien, a Notice of Delinquent Assessment, creating a valid and foreclosable lien on the delinquent member's real property, shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee not exceeding \$100.00 for lien processing work, and a fee not exceeding \$150.00 for preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's account. No charge shall be made to release the Association's Lien upon full reinstatement of the delinquent member's account.

DELINQUENCY POLICY CONTINUED

8. If an owner disputes the amount of any late charge(s) or other charge(s), the owner may pay to the Association, all amounts required by California Civil Code Section 1366.3, and send the Association, by certified mail, a written notice that the amount is paid under protest. This notice must be given within thirty (30) days of the recordation of the Notice of Delinquent Assessment. The owner has the right to demand that the matter be resolved through Alternative Dispute Resolution (ADR) in accordance with California Civil Code section 1354. An owner may not demand ADR more than two times in a single year or three times in any five calendar years. Both parties must agree to ADR and each party shall bear their separate expense.

9. When any member's account remains delinquent for the period of time specified in the Association's Covenants, Conditions and Restrictions, following the recordation and mailing of the Association's Notice of Delinquent Assessment, and in no event more than thirty (30) days thereafter if such Covenants, Conditions and Restrictions are silent as to such a time limit, the Association's Trustee or Attorney shall, upon Board of Directors approval, commence foreclosure proceedings of the delinquent member's real property. Such proceedings shall seek a sale of the delinquent member's real property, the proceeds of which shall be used to recover the Association's delinquent assessments, late charges, interest (if any), Notice of Intent to Lien, Lien Processing fees, the Trustee's or Attorney's fees and costs of sale. If the Association's lien rights are extinguished by foreclosure proceedings of a senior lienholder, or in some other manner, or should the Board of Directors elect to pursue alternative means of collection, the Board of Directors, at its sole option, may pursue such other cumulative remedies including, without limitation, obtaining a judgment against the former delinquent member, individually and personally, for any and all unpaid sums. The Association is authorized under California law to charge the owner the reasonable costs of collection.

10. **“IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION”**

11. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to Corporations Code Section 8333. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

12. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 16845 Von Karman, Ste 200, Irvine, CA 92606 unless the account has been turned over to the association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

**DELINQUENCY POLICY
CONTINUED**

13. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of The Vineyard-Murrieta Community Association. This policy is subject to change upon thirty (30) day written notice.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

COMMON AREA RULES AND REGULATIONS

1. Use of The Vineyard-Murrieta Community Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other The Vineyard-Murrieta Community Association Documents.
2. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Lot or on The Vineyard-Murrieta Community Association Property or Common Maintenance Areas which will increase the rate of insurance on The Vineyard-Murrieta Community Association Property or Common Maintenance Areas without the approval of Board.
3. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Lot or on The Vineyard-Murrieta Community Association Property or Common Maintenance Areas that will result in the cancellation of insurance on The Vineyard-Murrieta Community Association Property or Common Maintenance Areas or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on The Vineyard-Murrieta Community Association Property or Common Maintenance Areas shall be increased, the Owner shall become personally liable for the additional insurance premiums.
4. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the Community, except in sanitary containers located in appropriate areas and concealed from view.
5. Each Owner shall place all rubbish, trash, garbage, waste and recyclable material in closed containers approved by the applicable Public Agency. Such containers shall be exposed to view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours).
6. No hazardous waste, substance or material shall be stored or permitted upon any portion of the Community, except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies.
7. The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community. Washing, hosing or spilling of any hazardous materials into the streets is prohibited.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

OWNER/TENANT RULES AND REGULATIONS

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
3. No Owner may rent or lease less than his/her entire Dwelling nor rent or lease his/her Dwelling for transient or hotel purposes or for a period of less than thirty (30) days.
4. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of The Vineyard-Murrieta Community Association Documents, and that any failure by the tenant or lessee to comply with the terms of The Vineyard-Murrieta Community Association Documents shall constitute a default under such agreement and these Regulations & Community Documents.
5. The rental of any guest or caretaker units (except to family members of the Owner of the respective Lot upon which such unit is located) is expressly prohibited.
6. **“Except as superseded by any applicable law or ordinance (such as the operation of a daycare), or as provided herein,** no Dwelling shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
7. Any Owner of a Lot in the Community may maintain a home-office and conduct business activities therefrom on the following conditions: (i) there is no external evidence of such activity; (ii) such activities are conducted in conformance with all applicable governmental ordinances; (iii) the patrons or clientele of such professional or administrative occupation do not regularly visit or conduct business on the Lot. Vehicles visiting the residence shall be limited to one (1) at any given time when directly related to the maintenance of a home office; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant, any Merchant Builder and/or The Vineyard-Murrieta Community Association; and (vi) such activities are consistent with the residential character of the Community and conform with the provisions of the CC&R's.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

PARKING RULES

1. For those streets within the Community which are private streets, curbside parking along those streets in the Community may be restricted.
2. No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles parked in a fire lane may be immediately towed at the vehicle owner's expense.
3. No Owner shall park, store or keep on The Vineyard-Murrieta Community Association Property, on his/her Lot, on any street or elsewhere within the Community: (1) any large commercial type vehicle; or (2) any recreational vehicle (including, but not limited to, campers, motorhomes, trailers, boats aircraft, mobile homes, **limousines**, or other similar vehicles), provided however it is permissible only if placed within an enclosed garage or structure placed on the Lot which completely screens the sight from the street and surrounding residences. Any fencing or screening required under this section is subject to prior written approval from the Architectural Committee.
4. An Owner may park any standard passenger automobile (including vans and similar vehicles when used for everyday transportation) within his/her respective garage, on the side of the street if permissible, or in his/her driveway; provided, however, in no event shall any vehicle extend into the sidewalk or beyond the curblines, or impede access over any street.
5. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon The Vineyard-Murrieta Community Association Property, on any public street or elsewhere in the Community, except for repairs performed in an enclosed garage.
6. No parking is permitted in facility parking lots between 11:00 PM – 6:00 AM. Vehicles may be immediately towed at the vehicle owner's expense. Owner is responsible for parking violations of tenants and guests.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

PET RULES

1. An Owner may keep within his/her respective Lot: (i) common domesticated household animals (e.g., dogs, cats, birds or fish), or (ii) subject to prior Board approval as provided herein, an “exotic animal”. Any Owner desiring to keep an “exotic animal” within his/her Lot shall make prior application to the Board for permission to keep an exotic animal. An “exotic animal” shall mean the type of snake or reptile which can grow to a length longer than two (2) feet, any form of livestock, any type of spider, any animal which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Lot, or any other animal (other than a common domesticated household animal) which is designated by the Board, as constituting as an exotic animal.
2. The Board may, in its sole discretion, approve or disapprove such application, and may also impose such conditions upon the right to keep an exotic animal as the Board may deem appropriate, including, without limitation, requiring the Owner to construct a secure enclosure to prevent the animal from escaping, to give written notice to other Owners of the presence of such exotic animal, to obtain additional liability insurance and name the Association additional insured, to reimburse The Vineyard-Murrieta Community Association for any costs incurred by The Vineyard-Murrieta Community Association as the result of the animal escaping, etc. Owner shall indemnify the Association for any actions caused by the keeping of such exotic animal.
3. In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board, from time to time.
4. Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
5. Problems associated with animals must be directed to Animal Control at (951) 674-0618.
6. City of Murrieta Municipal Code (MMC) states that ALL dogs are to be on a leash and the person holding the lease must be in total control at all times, or they may be issued a citation.
7. MMC states that animal noise is prohibited. If a dog in your area is constantly barking, you can phone Animal Control at (951) 674-0618.
8. MMC states that all dogs must be registered at the age of 4 months. Your pet(s) must receive the rabies vaccine.

9. MMC requires pet owners to collect their pet's fecal material, and dispose of it properly. If you see violations, you may call Animal Control at (951) 674-0618.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

SIGN RULES

1. No sign or billboard of any kind shall be displayed to the public view on any portion of the Community except the following: (i) signs used by Declarant or any Guest Builders in connection with the development of the Community and sale or lease of Lots; and/or (ii) signs used by the Owner of the Commercial Site in connection with the marketing of the Commercial Site.
2. In accordance with Section 712 of the California Civil Code, an Owner may display on his/her Lot or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public; are of reasonable dimensions and design; do not adversely affect public safety; including traffic safety; and which advertise the property or the Owner's or agent's address and telephone number.
3. As provided in Section 712 of the California Civil Code, a sign which conforms to an ordinance adopted in conformity with Section 713 of the California Civil Code shall be deemed to be of reasonable dimension and design.
4. All signs shall comply with any applicable governmental ordinances.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

"FOR SALE" AND "OPEN HOUSE" SIGN REGULATIONS

Homeowners listing their Lot with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from common area.

1. Only one sign is permitted per dwelling unit.
2. No signs are permitted on The Vineyard-Murrieta Community Association property except for one "Open House" directional sign per unit at intersections; however, in no case can there be a total of more than four "Open House" directional signs per intersection or one such sign per corner. Priority for Open House directional will be granted on a first come first served basis.
3. The Developer is exempt from these restrictions during the sales phases, regardless of the duration of that period.
4. Signs may not remain on Common Areas overnight.
5. Signs not complying with policy will be removed by The Vineyard-Murrieta Community Association and stored at a central location for pick up by the real estate agent or owner within a reasonable amount of time.
6. Property Owners not complying with this policy will be subject to The Vineyard-Murrieta Community Association enforcement procedures.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
CONTRACTOR GUIDELINES

Vineyard-Murrieta members are to ensure that any contractor they hire to perform work in the Community adhere to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise. Vineyard-Murrieta is a family community – watch for children playing.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, or streets.
3. Contractors will not leave vehicles, equipment, trash, construction debris or material on City or private streets overnight.
4. Contractors should adhere to City Guidelines to perform work. The following hours are:

7:00 AM – 7:00 PM
5. No construction access on Sundays or Federal Holidays.
6. Portable toilets kept in the front yard must be masked/shielded from public view (i.e. lattice, plywood or chain link fence with dark green vinyl mesh enclosure). These units must be maintained in a clean, sanitary and odorless condition.
7. Dumpsters, if necessary, shall be maintained by the general contractor on the residential lot during construction. Materials shall be placed so that they are not visible outside of the dumpster. A regular dumping service shall be retained so that unpleasant odors do not occur.
8. Community landscaped areas and sidewalks must be protected during construction. The Vineyard-Murrieta Community Association will repair any damage to the Community Common Area caused by the construction activity and will either back-charge the Lot owner or will deduct the cost thereof from the construction/clean up deposit.
9. If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be installed while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.

**CONTRACTOR GUIDELINES
CONTINUED**

10. Contractors shall follow the directives of the gate attendants, property management company, police department and the Architectural Committee.
11. Contractors shall not bring alcohol or drugs on site.
12. Contractors shall not bring dogs or children on site.
13. Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
14. All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Architectural Committee.
15. At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
16. Contractors shall not play radios or other musical appliances so that the sound extends across the Lot property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
17. Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the lot area. Materials may NOT be discharged into the storm drain).

**THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
POOL/SPA/WADER RULES**

The following rules will apply upon completion of the pool, spa and wader:

Hours

- ❖ Sunday - Thursday 6:00 AM to 10:00 PM
- ❖ Friday & Saturday 6:00 AM to 11:00 PM

Reservations

- ❖ Individual homeowners may not reserve pool area facilities for exclusive use.

Pool Manager

- ❖ Any problems should be reported immediately to Management at (949) 833-2600.

Definitions

1. Adults are designated as 18 years or older.
2. Youths are 13 years old or under and must be accompanied by an adult.

General Rules

1. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
2. If Owner elects to rent or lease his/her Dwelling and gives right of access to Lessee, the Owner relinquishes his/her access rights.
3. Use of the pool facilities and common area is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
4. Conduct by an Owner or occupant which deprives any other Owner or occupant use of the pool/spa/wader or Common Property shall not be allowed.
5. Pool Furniture may not be taken out of the pool area for any reason at any time, including for use at the park.
6. Guests may make use of the swimming pool/wading pool only when accompanied by the resident host.
7. All swimmers must shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed.) Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
8. For health reasons, **swim diapers and plastic pants, specifically for pool use, must be worn in the pool by all children who wear diapers.**
9. Any individual with a contagious malady or open sores will not be permitted to use the swimming pool/wading pool.
10. For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (hair clogs the drains.)
11. The following rules will apply:
 - a. No running or "horse play" on pool deck.
 - b. No "horse play" in the swimming pool/wading pool.
 - c. No ball/Frisbee or object throwing.
 - d. No gum in pool area.

POOL/SPA/WADER RULES CONTINUED

- e. No skateboards, bicycles/tricycles/skates/roller blades inside fenced area.
 - f. No glass bottles or other glass containers/objects inside fenced area.
 - g. No pets inside fenced area.
 - h. No unduly loud or disturbing noise inside the fenced area.
 - i. No radios/playback sound devices without headsets inside the fenced area.
 - j. No diving from benches, tables or other facility structures inside the fenced area.
 - k. No rafts, inflatable toys, or diving rings during busy periods. Lifejackets are always allowed.
 - l. No "boogie boards".
 - m. No smoking.
 - n. No pool furniture in the pool.
 - o. Anyone urinating or defecating in the pool is subject to immediate and permanent removal from the pool and pool area and imposition of appropriate penalties, which may include charging residents with all costs of draining and cleaning of pool. Residents are also subject to fines for such actions by themselves or their guests.
12. Lap swimming is permitted in the designated areas only. **Lane Lines, if provided, are not to be hung on by children or adults.**
13. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to refund the association for losses related to the damage immediately.
14. The "buddy system" is recommended to be used by all swimmers at all times. For safety no one should swim alone.
15. All gates must remain closed and locked at all times. This is to protect against small children entering unaccompanied, trespassing and vandalism.
16. Any resident or resident's guest caught jumping the fence to any gated facility will be asked to leave the facility for the day. If the same person is caught jumping the fence for a second time, they will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.
17. Violation of these rules may result in suspension of pool privileges.
18. Recreational facilities may not be used for instructional purposes without the prior written approval of the Board of Directors. Such approval, which the Board of Directors may withhold in its sole and absolute discretion, may be conditioned on such factors as the Board of Directors determines to be appropriate, including but not limited to the applicant maintaining certain insurance and the applicant's agreement to indemnify, defend and hold the Association harmless against any claims that may arise in connection with the instruction.

**POOL/SPA/WADER RULES
CONTINUED**

Wading Pool

- 1. The wading pool is for children 5 years of age and younger.**
2. All children in the wading pool area must be under the direct supervision of an adult at all times.
3. All general rules concerning food, gum, glass containers, diving, jumping, ball playing, loud noise, radio/playback devices, running/horseplay, wheeled conveyances, floating devices and pets also apply to the wading area.
- 4. Children who are not toilet trained must wear PLASTIC PANTS over their swimsuit while using the swimming pools/wading pool.**
5. Violation of these rules may cause a verbal warning, time-out period, ejection for the day or suspension of privileges.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

PROCEDURES FOR GATE ACCESS

Residents living in the gated portion of The Vineyard-Murrieta Community Association are to complete the Homeowner Access Gate Information Form. (See attached). The name of the residents, the property address, telephone numbers, vehicle make and license plate number(s), and a list of all permanent guests that are authorized access into the Community should be outlined on this form. The information is not to be filled out by anyone other than the Property Owner.

Resident's Guests/Vendors – Residents may place a guest/vendor on their permanent access list. It is the resident's responsibility to update this form if they decide to take this individual off the permanent access list.

Residents are required to submit a written list of names to the entry gate in the event they are authorizing entry for more than five (5) people or three (3) vehicles. If a minor is to submit a list, it must be signed by an adult property owner. The Gate Attendant will ask the passenger of the vehicle for proof of I.D. No "open access" to a resident's home will be permitted.

If the resident is authorizing entry for less than five (5) people or three (3) vehicles, they may phone the entry gate and verbally give them the name(s) to the Gate Attendant. The Gate Attendant will then add the name(s) to the daily log of authorized guests/vendors. If the guest/vendor will be staying longer than one (1) day, the individual will be issued a Guest Pass for up to one (1) week. The Gate Attendant will ask guest/vendor for proof of I.D. before issuance of this temporary pass.

MOVING VANS OR LARGE DELIVERY OR CONSTRUCTION VEHICLES WILL BE REQUIRED TO ENTER AND LEAVE THE PROPERTY THROUGH SECONDARY ACCESS GATES.

Gate form inserted here - New

Gate form inserted here - Change

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

GATE CLICKERS / PEDESTRIAN GATE KEYS

PROPERTY OWNERS WITHIN THE GATED PORTION OF THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

Gate Clickers:

Gate clickers will be issued to all property owners in the gated portion of the Association upon submittal of the completed Homeowner Access Gate Information Form. Up to two (2) gate clickers will be issued to all homeowners. Additional or lost gate clickers will require a non-refundable fee of \$50.00 per gate clicker prior to issuance. **Note:** Gate clickers will only be issued to full time residents.

Gate Directory:

Upon receipt of the Homeowner Access Gate Information Form, the gate directory will be updated.

ALL PROPERTY OWNERS IN THE ASSOCIATION

Pedestrian Gate/Recreational Facility Keys:

Two (2) keys will be issued to all property owners of the Association. Keys may be issued to each full time resident and homeowner. Additional or lost keys will require a non-refundable fee of \$25.00 per key prior to issuance. **Note:** Keys will not be issued to guests or family members who do not reside in the community.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

ENTRY PASSES

PROPERTY OWNERS WITHIN THE GATED PORTION OF THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

ENTRY PASSES

NEW PROPERTY OWNERS

A temporary pass will be issued at the gate to new homeowners presenting proof of ownership within the Community (i.e., grant deed or closing statement). This pass will be good for up to thirty (30) days.

Prior to thirty (30) days, property owners should obtain, complete and submit the Homeowner Access Gate Information Form with all applicable fees to the Gate Attendant. Information forms are available at the entry gate and the Sales Office.

GUESTS

The Homeowner Access Gate Information Form allows space for pre-authorized guests, services, and domestic help. Such pre-authorized guests will be admitted with proper I.D.

Passes may be issued to guests upon the request of the host resident. This pass is good for a period of twenty-four (24) hours or as noted on the pass (maximum of seven (7) days).

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

REAL ESTATE EVENTS/ENTRY APPROVAL

PROPERTY OWNERS WITHIN THE GATED PORTION OF THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

The following rules will apply upon the last close of escrow from Declarant (as defined in the CC&R's) to homeowner:

Agent/Broker Entry Access

1. Real Estate agents are permitted entry to the Community for the following:
 - a) Show Property.
 - b) Visit with a homeowner whose property is listed with them.
2. Agents are not permitted to solicit Vineyard-Murrieta residents for listings; this includes the practice of "farming", and distribution of brochures or other marketing items in the Community.
3. Passes are issued only for one (1) day to licensed real estate agents, and are red, in color.
4. The Homeowner must call the Gate Attendant and authorize the entry of a real estate agent, or add them to their "permanent guest list".
5. If a real estate agent arrives at the gate and has not been previously authorized entry, the Gate Attendant will attempt to call the Homeowner or authorized agent to receive permission to admit the agent.
6. In the event a potential buyer arrives at the gate that has not been previously authorized for entry, the Gate Attendant will attempt to call the Homeowner or authorized agent to receive permission to admit the potential buyer.

Open House Events

1. Open houses may be held Saturdays from 10:00 AM to 6:00 PM.
2. Owner of homeowner's approved agent, wishing to hold an open house must contact the Gate Attendant in writing or by fax at least five (5) working days prior to the event, and indicate the date and times of the requested open house.
3. Open houses may only be authorized by the Gate Attendant or Management.
4. All costs associated with the open house shall be the responsibility of the Owner.

**REAL ESTATE EVENTS/ENTRY APPROVAL
CONTINUED**

5. Owner may contract with the Gate Attendant service providing access control at unattended gate during hours of open house. Arrangements must be made through the Gate Attendant. Costs are to be the responsibility of the Owner.
6. Individuals arriving at the gate facility and indicating they will be attending the open house must specify the address of the open house at the gate in order to be issued a pass. Real Estate agents other than the authorized listing agent must also provide a specific address.
7. The Gate Attendant will then call the authorized listing agent to indicate the name of the individual attending the open house.
8. The Owner or real estate agent will be asked to report back to the Gate Attendant if the individual does not show up at the house within a reasonable time.
9. The person attending the open house must fill out the standard pre-printed indemnification form presented by the Gate Attendant exempting the Association from liability.
10. A one-day white Guest Pass will be issued to the person attending the open house and the Gate Attendant will inform the individual that they may only visit the authorized home.
11. Open house signs must conform to all rules of the Association and will be allowed only on the open house property the day of the open house between the hours of 10:00 AM to 6:00 PM, and may only be located at the front of the Lot.
12. No flags or balloons are permitted.
13. Real estate agents who request a specific house address are to be given access to the Community Association with a white Guest Pass, according to the procedure of issuing guest passes.

Real Estate Showings

1. The resident or non-resident Owner must contact the Gate Attendant and advise the attendant of the date and time of the visit that someone is expected to view their home.
2. Any other visitors must be escorted by the Homeowner, a previously authorized agent, or an authorized broker, unless they appear on the Homeowner's Access Gate Information Form information as an authorized guest.

**REAL ESTATE EVENTS/ENTRY APPROVAL
CONTINUED**

Broker and/or Office Previews

1. Broker previews and office previews are only allowed Monday through Friday between the hours of 9:00 AM to 5:00 PM.
2. Details of the preview, including the date, time and anticipated number of attendees, must be faxed to the Gate Attendant at least five (5) working days in advance of the broker preview.
3. Real estate agents who arrive at the gate and state that they are attending a preview at the resident's address, which has been previously authorized by the Owner and communicated to the Gate Attendant, will be admitted by the Gate Attendant upon presentation of his or her business card, indicating that the individual is a licensed real estate agent.
4. The Gate Attendant shall list the names of the individuals and their license numbers and phone numbers on the daily sheet.
5. All signs must conform to all rules of the Association, and must be placed only on the front of the open house property.
6. Real estate agents are not allowed to utilize flags, balloons or open house signs that deviate from The Vineyard-Murrieta Community Association signage program or any City or County ordinance.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

**HOMEOWNER PARTIES & SPECIAL EVENTS
FUND RAISERS & CHARITABLE EVENTS
RULES & REGULATIONS**

PROPERTY OWNERS WITHIN THE GATED PORTION OF THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

PARTIES & SPECIAL EVENTS

1. Homeowners hosting parties or other such events that exceed forty (40) vehicles, or there are multiple events, will be required to hire an additional Gate Attendant of the affected gate under the following schedule:

0-40	No additional Gate Attendant unless there are multiple events (in which case the owners would evenly share the costs).
41-90	One Additional Gate Attendant
91-141	Two Additional Gate Attendants
Over 141	Three Additional Gate Attendants

2. The Gate Attendants must be hired through the Gate Attendant company under contract with the affected gate.
3. The Gate Attendants must remain on duty for the anticipated duration of guest arrivals.
4. The homeowner must pay costs for the additional Gate Attendant five (5) days in advance of the function.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

MEMBER SPECIAL EVENT ACCESS REQUEST

These procedures and regulations have been established for the benefit of members and their guests to avoid the inconvenience of unnecessary admittance delays.

Please complete this form in its entirety and drop it off with the Gate Attendant with payment, if required, FIVE (5) days prior to the event or mail to:

The Vineyard-Murrieta Community Association c/o Keystone Pacific Property Management, Inc.
41593 Winchester Rd, Ste 106, Temecula, CA 92590
Facsimile: (949) 833-0919

Any questions or assistance may be directed to management at (949) 833-2600

Homeowner: _____ Address: _____ Event Contact Person: _____
Phone Number-Day: _____ Evening: _____ Contact's Phone #: _____
Event Date: _____ Date: _____ Start Time: _____ End Time: _____
Total Number of Guests: _____ Total Number of Vehicles: _____
Guest List Provided to Attendant Alphabetically Yes _____ Date Provided _____
No _____ Date Provided _____

Check one box below describing your event.

- 0 – 40 Vehicles – Additional Gate Attendant not required, access will be controlled by existing attendant. (Unless there are multiple events).
- 0-40 Vehicles – Additional Gate Attendant is not required, however it is requested that an additional attendant be provided, submit \$100 check.
- 41 – 90 Vehicles – 1 additional attendant required, submit \$120 check.
- 91 – 140 Vehicles – 2 additional attendants required, submit \$240 check.
- Over 141 Vehicles – 3 additional attendants required, submit \$360 check.

I/We, members of The Vineyard-Murrieta Community Association, agree to abide by the Rules and Regulations and CC&R provisions including, but not limited to, special events and parking guidelines drafted for the benefit of all members of The Vineyard-Murrieta Community Association.

Homeowner Signature

Date

ASSOCIATION USE ONLY – DO NOT WRITE BELOW THIS LINE

Instructions to Vendor (only with authorized signature):

Gate: _____ No. Additional Attendant(s): _____ Note the specifics above and have attendant(s) arrive 15 minutes prior to the *Start Time* and end the shift at _____ am/pm. Invoice separately. Should you have any questions or need clarification contact the signer below at (949) 833-2600, immediately.

Agent: _____ Signature: _____ Date: _____

Additional Comments: _____

Association Use – H/O or F/UP:

Check Date _____ Check Number _____ Check Amount _____ Guest List at Gate _____

Association Use – Vendor F/UP:

Date Gate Attendant Company Notified Via Fax _____ Confirmation No. _____ Confirm Receipt of Form _____

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
ENFORCEMENT POLICY

Discovery of Violation

- A. Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- B. In the event one or more Members of The Vineyard-Murrieta Community Association or Board of Directors file a Violation Report, the Board would act as follows:
 - 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
 - 2) Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by The Vineyard-Murrieta Community Association Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors.
 - 3) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of The Vineyard-Murrieta Community Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Compliance Assessment; (c) temporarily suspend the voting rights attributable to the Owner's Lot; (d) temporarily suspend rights to use any common recreational amenities located on The Vineyard-Murrieta Community Association; (e) enter upon a Lot to monitor and enforce a compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
 - 4) If the decision is to pursue a monetary fine system, the Vineyard-Murrieta Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations and Architectural Guidelines of The Vineyard-Murrieta Community Association.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

RULES AND VIOLATION REPORT

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by The Vineyard-Murrieta Community Association's legal documents.

REPORT FILED BY:

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____
How often does the alleged violation occur? _____

COMPLAINTS REGARDING ANIMAL NOISE/ISSUES MUST BE DIRECTED TO THE CITY OF MURRIETA ANIMAL CONTROL AT (951) 674-0618.

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

FINE SCHEDULE

1. A letter will be sent to the Owner stating the alleged violation.
2. A second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board.
3. If the result of the hearing is a monetary fine, the following fine schedule will apply:
 - a) For violations of time frames for completion of landscaping and landscape installation compliance, a \$250.00 fine will be assessed to the homeowner's account.
 - b) For violations concerning the construction of Custom Lots or Room Additions related to the Contractor's Manual, fines will be assessed in accordance with the Fine Schedule "A".

For all other violations, a fine of \$100.00 will be applied to the homeowner's account.

4. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the Owner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.
5. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to The Vineyard-Murrieta Community Association.

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

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
PROCEDURE FOR HOMEOWNER HEARING

Procedure:

1. Introductions and hearing session procedures.
2. Statement of alleged violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review of CC&R requirements, Bylaws, and Rules and Regulations of The Vineyard-Murrieta Community Association.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Homeowner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling without Homeowner present.
9. Enforcement procedures as applicable.
10. Adjournment.

DOCUMENTATION

Name of Invitee: _____ Phone Number: _____

Address: _____

Nature of Alleged Violation: _____

Board Ruling: _____

Additional Comments: _____

Date: _____

THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for The VINEYARD-MURRIETA COMMUNITY ASSOCIATION or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area.
2. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute for resolution and, either mediation was completed or the other party refused to submit the dispute to mediation.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to attempt to submit their dispute to mediation prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES.

**THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION
STORM DRAIN WATER RUN-OFF POLICY**

WHEREAS, the Board of Directors for The Vineyard-Murrieta Community Association (the “Association”) desires to honor the intent of the governing documents for the Association for the mutual benefit of the membership; and

WHEREAS, the City and/or County in which the Association is located has or will be adopting a program (“Program”) to address storm drain water run-off issues; and

WHEREAS, the Association cannot reasonably control its members or vendors from dumping debris, washing vehicles, or any other act that may result in run-off down the storm drain; and

WHEREAS, the Board desires to protect the Association from potential fines assessed as a result of a homeowners’ or vendors’ acts that violate the Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED, to notify the members and vendors of the Association that any fines assessed by a City, County or governmental agency that are assessed as result of acts by a vendor or member, or their guests, of the Association, that violate the program, will be passed along to the member in the form of an “Enforcement Assessment” or “Reimbursement Assessment” or similar according to the Governing Documents of the Association” and collection thereof will be subject to the Delinquency Policy of the Association.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE
SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS
INTERPRETATION ARE CONSTANTLY CHANGING.**

**IN THE EVENT OF CONFLICTS BETWEEN THE CC&R'S AND THESE
DOCUMENTS, THE CC&R'S SHALL GOVERN.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR
INVOLVEMENT IN THE VINEYARD-MURRIETA COMMUNITY ASSOCIATION.**