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**RULES  
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**UPDATED AUGUST 2017**

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# INTRODUCTION

THE BOARD OF DIRECTORS, PURSUANT TO THE AUTHORITY GRANTED TO IT IN THE ASSOCIATION'S GOVERNING DOCUMENTS, HAS ESTABLISHED THE FOLLOWING RULES AND REGULATIONS WHICH ARE, IN PART, TAKEN DIRECTLY FROM THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("CC&R'S"). THE SUCCESS OF THE **RANCHO SERRANO HOMEOWNERS ASSOCIATION** IS FOUNDED ON THE BASIC PRINCIPLES OF DECENCY AND CONSIDERATION FOR YOUR NEIGHBORS. THESE RULES AND REGULATIONS WILL SERVE AS A REMINDER AND REFERENCE OF THE VARIOUS OBLIGATIONS ONE HAS, ONE TO ANOTHER, IN DAY-TO-DAY LIVING.

PROVISIONS FOR THE RULES AND REGULATIONS AND THE AUTHORITY FOR THEIR ENFORCEMENT ARE CONTAINED IN THE CC&R'S AND THE BYLAWS, WHICH ARE IN THE POSSESSION OF EACH OWNER. ***ALL OTHER PROVISIONS OF THE CC&R'S AND BYLAWS, WHICH ARE NOT SPECIFICALLY MENTIONED HEREIN, MUST ALSO BE ADHERED TO BY ALL OF THE OWNERS AND THE OWNERS GUESTS OR TENANTS.***

OBSERVING THESE RULES AND REGULATIONS IS THE RESPONSIBILITY OF EACH OWNER AND THE OWNERS' TENANTS OR GUESTS FOR THE MUTUAL BENEFIT OF ALL. IF YOU OBSERVE A VIOLATION YOU ARE ASKED TO REPORT IT, IN WRITING, TO THE MANAGEMENT COMPANY. IF THE VIOLATION IS OF AN EMERGENCY NATURE - THAT IS, IT POSES A DANGER TO PEOPLE OR PROPERTY - CONTACT:

THE AVALON MANAGEMENT GROUP, INC.

(951) 699-2918

## DEFINITIONS

Home Unit: All residential home units shall be used for private, single-family dwelling purposes, only. In accordance with local laws prohibiting same, no commercial business shall be conducted within Rancho Serrano Homeowners' Association.

Right to Lease/Rent: No home shall be leased/rented for a period of less than thirty (30) days. The terms of the Lease/Rental Agreement shall be subject in all respects to the CC&Rs, Bylaws and Rules & Regulations of the Association. Owners are responsible for actions of their tenants, and will provide a copy of these Rules & Regulations to them.

Uninsurability: No part of Rancho Serrano Homeowners' Association shall be used or occupied in such a way as to cause that part to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or to cause such policy to be canceled or suspended.

Owners: Owners named in the recorded Deed of Trust, automatically become members of the Association. Relatives whose names are not on the deed **are not** owners or members.

Owners are encouraged to complete a Resident Registration Form, at the management's office, within five days of recording the Title Deed. Completion of the form is optional and all information provided will be kept confidential and will only be used in the event there is an emergency related to your property and unit.

Owners are encouraged to attend the regularly scheduled monthly meetings of the Association.

**RANCHO SERRANO HOMEOWNERS**  
**ASSOCIATION**

**RULES AND REGULATIONS**

**MEMBERSHIP INFORMATION**

The Rules and Regulations, as contained herein, are issued by the Board of Directors as authorized by the governing documents of RANCHO SERRANO HOMEOWNERS ASSOCIATION.

The Rules and Regulations are intended as a guide to the conduct and activities of all members, lessees, residents, and guests. Every individual living within the community is entitled to peaceful living conditions without annoyance or interference from others.

Violators will be given a warning letter and allowed to correct the situation or provide an explanation before an automatic fine is imposed. Any ignored warning or failure to appear before the Board of Directors or a committee appointed by the Board without a reasonable explanation may result in the fine being levied. (Please refer to the Rules Enforcement Policy on pages twenty-one and twenty two for specific detailed information.)

When called upon, the Board or its appointed committee will use its best effort in mediating any unresolved conflict or dispute.

**ENFORCEMENT**

All owners, residents and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by either the Board of Directors or by a committee appointed by the Board.

The property management company, acting for the Association, has been instructed by the Board of Directors, to require the compliance of persons on Association properties with the provisions of the Rules and Regulations, Bylaws and Declaration of Covenants, Conditions and Restrictions. If there is a violation thereof, the property management company has been instructed to refer the matter to the Hearing Committee/Board, for assessment of fines against the owner of the unit involved.

#### Violations of Rules and Regulations:

1. It is the right and duty of each resident to report violations in writing to the Management Company. (A copy of the Rules Violation Form is included herewith for use.)
2. Notice of actual violations will be brought to the attention of the resident and owner, in writing, by the management company carrying out the policies established by the Board of Directors.

**FAILURE TO CORRECT THE VIOLATIONS BY THE OWNER WILL RESULT IN LEGAL ACTION OR FINES, THE COST OF WHICH WILL BE THE OWNER'S RESPONSIBILITY.**

#### **COMMUNITY INFORMATION**

Rancho Serrano Homeowners' Association consists of 120 single-family residential lots, located in the City of Temecula, County of Riverside, State of California. Rancho Serrano was incorporated in the State of California on October 26, 1989.

Rancho Serrano Homeowners' Association is part of the Master Planned Community of Redhawk. Homeowners should contact the master association management company for additional information pertaining to the master community assessments and for a copy of their rules and regulations.

# RANCHO SERRANO HOMEOWNERS' ASSOCIATION

falls under the jurisdiction of the County of Riverside and the City of Temecula, and all pertinent Ordinances and Codes apply.

## Common Area

The Association and its members are all proportionate owners of the common area facilities within Rancho Serrano. It is the duty of the Board of Directors to maintain the Association's Common Area improvements for the benefit and enjoyment of its members. Inspections of all common area facilities will be performed on a periodic basis.

Members are responsible for their family members and guests while present within the community and on common area grounds. Owners will be held responsible for payment of the cost of repairs for all damage caused to Association property by themselves, members of their families, guests, tenants or pets.

All common area equipment, i.e. time clocks and watering systems, gates, etc., are to be adjusted and set by authorized personnel only and not by residents. Homeowners may report problems related to the common area facilities to the management company 24-hours a day (see Page 3 for further information). Some of the common area facilities located within Rancho Serrano Homeowners' Association include: private streets, entry/exit gates, some stucco walls, specific landscape areas, lights, etc.

Mailbox facilities are the property of the Rancho Serrano Homeowners. The U.S. Post Office regulations prohibit posting notices of any kind on the mail box units (sides, front, top or back).



## **Rental Requirements**

No home shall be leased/rented for a period of less than thirty (30) days. The terms of the Lease/Rental Agreement shall be subject in all respects to the CC&R's, Bylaws and Rules and Regulations of the Association.

All owners must provide their tenants with a copy of the Rules and Regulations and all tenants must comply with these regulations, the Bylaws and the CC&R's. Owners are held responsible for their tenants and guests and are financially liable for damage to the common area and equipment, and for violations of the Rules and Regulations.

Furthermore, owners are responsible for the proper maintenance and repair of their units. Also, the owner must maintain all electrical appliances and plumbing fixtures within a unit.

All owners who lease/rent their unit to others must provide the Association with their own off-site personal address and telephone number, as well as the name and telephone number of their rental/lease tenant. (A copy of the Resident Registration Form is included herewith.)

## **Calendar of Business - Meetings**

As required by the Association Bylaws, an Annual Meeting of the membership is held each year, in March, for the purpose of electing Board Members. Elected positions to serve on the Board, for new Board Members, is for a two-year period. The management company will mail notification of the Annual Meeting to each member at least fifteen days prior to the date of the meeting. In order to establish a quorum so that business can be conducted, it is imperative that owners either attend in person or submit their proxy, specifying their representative, to the management company.

Regular meetings of the Board of Directors are conducted monthly.

Owners and tenants are encouraged to attend these meetings, and may offer input during the designated portion of the agenda. Specific dates and times of the meetings are available by contacting the management company.

A financial review is performed each year of the financial records of the Association. Each owner is provided with a copy for review, upon completion of the financial review.

The Board of Directors renews the master insurance policy for the Association each year.

### **Assessments**

As required by the governing documents, owners are responsible for the payment of fees, which are used to meet the expenses incurred in the management of the Association's facilities. Payment of the monthly fee is due by the 1st of each month and is considered late if not received by the 15th day. A late fee of \$10.00 will be added to the account on the 16th day.

Delinquent assessments shall be enforced and processed in accordance with the adopted Collection Policy, approved and reviewed by the Board of Directors on an annual basis. A copy of the Association's current Collection Policy is attached for reference.

### **Architectural/Landscape Standards**

The Rancho Serrano Homeowners' Association shall provide for all of the necessary maintenance of the common area property, within the Association's property boundaries.

All homes shall be kept clean and attractive, and be maintained in good condition, repair, and regularly painted or otherwise finished. Installed landscaping shall be well maintained: weed free, green turf areas, dead foliage removed, etc. All owners are required to maintain their home and lot in a manner acceptable to the Board of Directors.

**All proposed exterior improvements are required to be submitted in writing by completing and submitting a Home Improvement Form**

**(Exhibit A) to the Association. The Architectural Committee of the Rancho Serrano Homeowners Association will review the Home Improvement Form. The Home Improvement Form should include the names and dimensions of all materials, as well as the sizes and names of all proposed plants, trees, etc.**

**Even though there is a sample of the Home Improvement Form in this manual, owners are reminded they need to obtain an original form from the management company since there may be changes from time to time.**

Listed below are some of the guidelines for owners to follow. Additional and more specific information can be found in the recorded CC&R's.

1. Any changes to the landscaping, including the planting of trees, shrubs, flowers, and vegetables, etc., shall first be approved by the Architectural Committee.
2. All exterior painting must conform with the approved paint colors assigned to each unit and lot as originally established by the developer. Proposed changes in paint colors must be submitted through the filing of a Home Improvement Form, along with paint chips showing the proposed colors, to the Architectural Committee. Rancho Serrano color charts are available for viewing at the Avalon Management office or visit [www.myranchoserrano.com/paint-colors.html](http://www.myranchoserrano.com/paint-colors.html).
3. No exterior structural improvements, i.e. patio slabs, patio covers, screens, sunshades, awnings, walls, fences, air conditioning units, screen doors, security doors, satellite dishes, etc., shall be installed without first receiving architectural approval.
4. Satellite dishes which are 36" or smaller in diameter may be allowed if they cannot be seen from the common area or any street. Homeowners are required to seek antenna and satellite approval from the Architectural Committee. See attached addendum, pages 32-33, for Antenna/Satellite Dish Installation and Maintenance Policy.
5. Patios, balconies, decks, fences, etc. shall not be used for such purposes as drying laundry, airing out rugs, miscellaneous storage, etc. These areas are to be considered aesthetic additions to the primary

structures and are to be utilized in good taste so as to be generally attractive and inoffensive to other homeowners.

6. No exterior clotheslines are to be installed.

7. Only one aesthetically acceptable "For Sale/For Lease/For Rent" sign, no larger than 2' x 2', is permitted to be displayed for public view in the front yard area. No sign shall be erected in the common areas except by the authority of the Board of Directors.

8. No miscellaneous items or materials, such as: boxes, towels, woodpiles, etc. may be visible from the front yard area and outside of the living unit. Dumpsters for private residential use, may only be present for a period not to exceed thirty (30) days, and must then be completely removed.

9. Painted curb addresses are prohibited.

10. No yard statues, fountains, birdbaths, etc. shall be allowed in the front yard area, without first obtaining approval by the Architectural Committee.

11. All holiday decorations shall be removed within 15 days following the date of the celebrated day.

12. Windows should not be covered with foil, paper, towels, sheets, newspapers, etc.

13. No second-hand material shall be used in the construction of any building or structure without the prior written consent of the Architectural Committee.

14. The preservation of views will be taken into consideration by the Architectural Committee when reviewing architectural/landscaping plans however, the preservation of view is not a sole requirement in the approval or disapproval of submitted plans.

15. Awnings shall be allowed only on the first floor of the unit and only on the rear windows. All awning coverings shall be made with a solid color, which must match the unit's stucco or trim color. All awning arms and mechanical pieces must be hidden from view and shall not be allowed to show when opened or reclined. Inspections of awnings by the Architectural Committee shall be performed on an as-needed basis.

16. Screen Doors: All owners requesting approval for the installation of a secondary type of exterior door must first file a Home Improvement Form with the Architectural Committee. The form should be accompanied by a brochure or picture, detailing the design or type of screen door requested.

The Architectural Committee must review all forms and homeowners must receive approval *prior* to installation.

### **Vanishing (Disappearing) Screens**

Disappearing screens for exterior doors are allowed provided they meet the following criteria

- Screen retracts into a small out of the way housing.
- Housing is made of extruded aluminum that matches the existing door trim color.
- Screen housing must mount inside of the existing doorframe.
- Screen material must be made of fiberglass.

With the exception of disappearing or vanishing screens, screen doors, whether made of aluminum, wood, or some other type of material, will not be allowed on any front door of the homes in Rancho Serrano HOA. Security/Screen doors will be considered for approval for side and rear doors. Approval may be based upon visibility of the door to other lots, streets, or other public view such as the golf course.

### **Security/Screen Doors (restricted to side and rear doors)**

All proposed security/screen doors must be painted or purchased in the same color of the door being covered. No other colors will be allowed or considered.

The security/screen door must not have excessive ornamental designs on the exterior.

Automatic door closures must be installed on all security/screen doors, to prevent them from becoming a noise nuisance to surrounding lots. Owners will perform routine periodic maintenance on the doors and agree to keep them in a neat and clean condition.

The Architectural Committee will have the ability to inspect the security/screen doors at any time by making an appointment with the homeowner.

The Architectural Committee reserves the right to require the removal of the security/screen door at any time, for any of the above reasons.

### **Wall/Fence Painting and Construction Policy**

Architectural Committee approval *is required* for the painting or replacement of any homeowner stucco walls or fencing.

Owners shall not be permitted to construct any fences or walls upon any portion of a slope being maintained by the Association, or upon Association property.

Maintenance: The perimeter walls/fences shall not be removed, re-located, re-constructed or modified as to structure, finish or color without the prior written consent of the Architectural Committee. Each owner shall repair or re-construct that portion of any damaged or destroyed perimeter wall/fence that is contiguous to his residence to a condition approved by the Architectural Committee. If you move a gate or fence, you are *required* to obtain Architectural Committee approval. It is the policy of the Master Association's Architectural Committee to encourage the replacement of wood fencing with approved 'tan' vinyl fencing.

Vinyl Fencing Specifications: Vinyl fencing may be constructed within the Redhawk Master Association and Rancho Serrano Homeowners Association. However, Architectural approval must be obtained prior to the start of any construction. Following are the preferred specifications for construction of vinyl fencing. It is recommended that homeowners research and select a high quality vinyl fence, designed to resist sun fading, high winds and yellowing.

Style & Type: Tongue & Groove Privacy Fencing  
Color: Tan

Height: Same height as existing fence being replaced.  
(normally 5' feet)  
Capping: External flat cap.

Tan Color Requirement: Effective July 1, 2009 all current and all future wood and vinyl fencing (exterior front facing fencing), within the Master Association and Rancho Serrano Homeowners Association, shall be 'tan' in color. The required color shall be available at Dunn-Edwards and is called "**Nomadic Taupe – DE6192**". Prior approval *is not* required if you are going to re-paint wood fencing with Nomadic Taupe – DE6192. Owners who do not comply by July 1, 2009, either by painting the approved color Nomadic Taupe – DE6192, or by authorized replacement with 'tan' vinyl fencing, will be subject to disciplinary action under the governing documents for the Association.

### **Architectural Committee Approval**

Approval by the Rancho Serrano Homeowners Association Architectural Committee is not deemed to be exclusive. Building Codes, Redhawk Master Community Association, and other City of Temecula or State required permits and regulations must also be obtained and met, as required.

Upon completion of any work for which approved plans are required, the owner shall give written notice of completion to the management company. An inspection date will be arranged and the management company will mail, following the inspection, written approval/disapproval to the owner.

If the inspection indicates the work was not performed in substantial compliance with the approved plans, the owner will be notified in writing and requested to correct the deficiency(ies) within thirty (30) days. If upon expiration of the thirty (30) day period the owner fails to remedy the item(s) identified, a report will be submitted to the Board.

After allowing the owner sufficient time of notice and a hearing is scheduled and held, the Board shall determine whether there is non-compliance and if so, request the owner to remedy the situation. If the owner does not comply with the Board ruling within the allotted period of time, the Board may remedy the non-compliance and the owner will be charged for the reimbursement, upon demand, for all expenses incurred in connection

therewith. If the owner does not promptly pay such expenses, the Board shall levy a special non-lien assessment against such owner for reimbursement.

### **Landscape Maintenance**

Each owner is responsible to maintain the exterior of the home in an aesthetically pleasing manner at all times.

Lawns shall be mowed, fertilized and watered on a regular basis.

Lawns and/or weeds, which extend to the street curbs and/or driveways, shall be removed on a regular basis.

General weed abatement shall be performed on a regular basis.

The owner of the property shall regularly maintain slopes and/or portions of private property, which extend past fences onto streets. This includes but is not limited to mowing, fertilization, aeration, weed abatement and watering.

Leaves shall be raked and properly disposed of on a regular basis.

### **Trash Regulations**

Owners are responsible for picking up their own trash spilled on common areas and disposing of it properly.

All trash cans and recycling containers must be removed from curbside within 12 hours of refuse disposal service.

Large discarded items such as, old furniture, mattresses, etc., will not be picked up by the disposal company. Disposal of these types of items should be made at a junkyard or disposal facility, and at the cost and expense of individual owners. **CR&R Waste Management will pick-up twice a year – call (951) 800-755-8112.**

No hazardous materials are allowed within the community. **VIOLATORS WILL BE PROSECUTED.**



Dumpsters for private residential use, may only be present for a period not to exceed thirty (30) days, and must then be completely removed.

### **Noise Regulations**

Owners are reminded that noise can be a problem at any time and should be considerate of others. Everyone is encouraged to respect the rights of homeowners to live in a peaceful and quiet environment. Noise can be a difficult situation to control, especially during the summer months, when doors and windows are open. Therefore, during these times of the year, owners are particularly reminded to be conscientious of others living close to you and keep the noise level as low as possible.

It is the responsibility of all parents to see that their children do not unnecessarily disturb other residents. Children should be properly supervised and parents are responsible for any damage caused or incurred by their children and/or guests.

Radios, televisions, musical instruments, power tools, party activities, and other noise sources (including barking dogs, car horns and extended warming up of car engines) must be restricted at all times to a level that does not disturb other residents.

**For reasons of community respect, please lower noise volume and keep to a minimum during the hours of 9:00 p.m. till 8:00 a.m., when most residents will be sleeping.**

It is the responsibility of all owners and tenants to inform their guests of the above noise control rules and to abide by them.

### **Garage Sales**

The Association may allow for one organized community garage sale within each calendar year, at a date to be determined by the Board of Directors. The annual garage sale is the only garage sale allowed to be conducted within the gated community of Rancho Serrano Homeowners' Association.

## **Pets/Animals**

Dogs shall not be allowed to soil, litter or destroy common area property. Pursuant to County of Riverside Ordinances, owners shall carry waste clean-up materials and dispose of their animal waste properly. (It is recognized that due to the fact that cats are not subject to the leash laws, they shall be allowed to roam freely and may not be subject to these restrictions.)

Owners are reminded that all dogs must be on a leash at all times and under personal control when outside individual living quarters, in accordance with County Regulations. Owners that do not confine their dogs or abide by these requirements may be subject to a fine and further restriction imposed by the County and Board of Directors.

Animals shall not be permitted to urinate on plants and shrubs in the common areas.

No animal, livestock or poultry of any kind shall be raised, bred or kept within any lot/unit. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Structures for the housing or confinement of any animal or bird, including kennels, carriers, and doghouses, shall not be maintained so as to be visible from neighboring property.

All homeowners shall be responsible and liable for any personal injury or property damage caused by their pets or their tenants'/guests' pets. Any Violation regarding animals must be submitted, in writing, to the Board of Directors.

The Board of Directors reserves the right to expel any pet, which it deems becomes a nuisance.

If disturbed by an animal, residents are requested to first contact their neighbor, and, if unsuccessful, write to the Board of Directors, through the management company, and to contact the County Animal Control Department at 1-888-636-7387.

## **VEHICLE AND PARKING REGULATIONS**

No trailer, camper, boat, recreational vehicle, vehicles used or operated for commercial purposes, or similar equipment shall be permitted to remain upon any portion of the Rancho Serrano Homeowners' Association, including private driveways. Temporary parking of recreational vehicles only, for loading, unloading, or cleaning shall not exceed 72 hours, and also shall not exceed three (3) times per month. For example, if you park a recreational vehicle within Rancho Serrano more than three times per month, or it is within Rancho Serrano for more than 72 hours, you are in violation of this rule.

Garages are for vehicular parking and ingress and egress to the residential lots. Garages shall therefore not be used for long-term storage where such use forces the parking of vehicles outside of the garage. No automobile or other vehicle shall be parked or stand outside of a garage if there is space for such automobile or vehicle in the garage, and no garage shall be used for any purpose which would preclude the parking of at least two (2) automobiles inside of it. This applies to both daytime and nighttime parking.

Street parking is prohibited. If a resident has to park a vehicle on the street because more than five vehicles will not fit within the garage or driveway, it must be parked adjacent to the curb in front of the home, between the boundary lines of the lot. If a resident does not have curb space in front of the home; e.g. a cul-de-sac lot, then the vehicle must be parked at the closest common area curb and 15' away from any fire hydrant. Residents must apply for a permit to park a vehicle on the street overnight; permits shall only be issued if a need for such parking is exhibited. Unless a permit has been granted, no vehicle may be parked on any street between the hours of 12:00 AM and 6:00 AM.

Residents are responsible for their guests' parking. If there are more than five cars on the property forcing guests to park on the street overnight, then a temporary permit must be obtained through Avalon Management. Commercial vehicles are not allowed to be parked within the community.

On the day of street sweeping, the streets must be clear of vehicles or any other items; e.g. garbage cans, which would interfere with a thorough sweeping of the street. Try to schedule contractors on none garbage collection

days or have them park on your driveway.

No vehicle will be permitted to stop or park upon any private community street, in a direction opposite to that in which traffic normally moves upon that half of the roadway on which such vehicle is stopped or parked.

No one is allowed to park motor vehicles on any sidewalk or green belt area.

For security, personal safety, appearance and general aesthetic reasons, garage doors must be kept closed at all times, except as necessary for doing yard work and ingress/egress.

No extended vehicle maintenance or overhaul work is permitted unless performed within a completely enclosed garage, i.e. with the garage door closed.

Each owner is responsible for cleaning up any oil grease spills or stains on the driveway in front of his/her home. Oils stains on the private streets may be removed by the association and billed to the homeowner. Homeowners may also be charged for oil stain removal from the streets if their tenants or guests are responsible.

Major automobile repairs will not be allowed on the common area property, including the private streets.

No motor vehicle shall be left in a condition that will constitute a fire hazard. In addition, residents may not park disabled, unsightly or unregistered vehicles on Association property. Unsightly shall be defined as any vehicle the Board of Directors feels detracts from the appearance of the property.

Covered vehicles are defined as operating vehicles that are utilized on a continuing, regular basis, and are covered with an appropriate vehicle cover and parked for a period of time not to exceed 72 hours.

Maximum speed limit for any vehicle being driven within Rancho Serrano is 25 mph.

Children should be discouraged from riding bicycles, skateboards, roller skates and/or roller blades on neighboring properties.

State law mandates that all children under the age of 18 must wear a helmet while riding on skateboards, in-line skates, scooters or bicycles.

Vehicles parked within Rancho Serrano Homeowners' Association shall be operable and registered vehicles.

Owners are prohibited from blocking streets and lanes in any manner that would obstruct the access of Fire Department or other emergency vehicles.

All vehicles which are in violation of “VEHICLE AND PARKING REGULATIONS” are subject to fines. Street parking violations are subject to both fines and towing at the owners expense.

### **Street Play Items**

All street play items, e.g. hockey nets, basketball hoops, skateboards, skates, balls, roller blades, etc., must be picked up and removed from the private streets and sidewalks upon completion of play. Storage of all items must be contained within the resident's garage or behind the resident's fence.

The resident or resident's children must be present at all times while the street play items are being used. If street play items are abandoned or left unattended, removal from the private streets and sidewalk areas, may be made by any member of the community.

The owner of the street play item(s) being utilized or left unattended, is solely responsible for damage or injury caused to, by or as a result of neglect, to any individual or person(s), while within the community.

### **Entry/Exit Gates**

The entry and exit gates to the community are Association property. Programming and maintenance of the gates are the responsibility of the Board of Directors and is handled through the management company.

Homeowners are reminded to contact the management company if they observe any damage or mal-functioning problems associated with the operation of the motorized gates.

Owners are requested to contact the management company within five (5) days of moving into the community so their names can be programmed into the directory.

Damage caused by owners, residents, guests or children shall be the direct responsibility of the registered owner. Payment for the repairs shall be immediately due, to the management company.

### **Golf Course**

Due to the location of units within the Rancho Serrano Homeowners' Association, owners are reminded about the potential effect on their lot and improvements, from stray golf balls.

All owners are encouraged to read Article XXI, Section 21.1, located on Page 61 of the Rancho Serrano Homeowners' Association CC&R's for further information pertaining to the Redhawk Golf Course.

### **Solicitation**

Pursuant to the authority provided by Article VI, Section 6.5 of the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the Board of Directors of the Rancho Serrano Homeowners Association has enacted the following rules with respect to solicitation and advertising within the community.

- 1. No person, including a member of the Association, shall be permitted to distribute, deliver, hand out or leave any unsolicited commercial newspaper, flyer, or advertising material within the Rancho Serrano community, whether it is left at a residence, in the common areas or handed to a resident.**
2. No person, including a member of the Association, shall approach any Association resident, or the door of any residence in the community

for the purpose of making unsolicited requests for money or commercial transactions where the motive is pecuniary gain to the solicitor or the solicitor's employer or company.

3. The foregoing prohibitions are intended to apply to commercial and business related activities only, and not to the free expression of opinions and beliefs by members of the Association.

**These Rules and Regulations will be reviewed by the Board of Directors on an annual basis and distributed to the membership, as deemed necessary.**

# *Rancho Serrano Homeowners Association*

## **ASSESSMENT COLLECTION POLICY AND STANDARDS FOR PAYMENT PLANS**

*Effective 2014*

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5310(a)(7) and payment plan standards consistent with CC §5665:

**1) Due Dates:** Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

**2) Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §5650(a).) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§5650(b); 5650(a).)

**3) Late Charges:** Unpaid assessments are delinquent 15 days after they are due. (CC&Rs, Art. IV, §4.1); CC §5650 (b).) A late charge of \$10.00 will be charges, plus a collection cost of \$5.00 for delinquency notice sent for any assessment which is not paid in full within 15 days of the due date. (CC&Rs, Art. IV, §4.1); CC §5650(b)(2).

**4) Interest:** Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. (CC&Rs, Art. IV, §4.1); CC §5650(b)(3).

**5) Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.

**6) Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.

**7) Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. (CC §5260(b).) Any such request must be delivered to the Association in a manner that complies with CC §4035. The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

**8) Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 30 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §5855 and Corporations Code §7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §4510).

**9) Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §5660 by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

**10) Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution established in accordance with Article 2, Section 10 of the Act ("IDR") and/or a written request for alternative dispute resolution with a neutral third party pursuant to Article 3, Section 10 of the Act (ADR). (CC §5660).

**11) Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665.) In addition to the foregoing procedure



for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth herein below.

**12)Standards for Payment Plans:** Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §5665).

**13)Lien:** If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §5675). The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §5673).

**14)Notice of Recordation of Lien:** A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5675(e)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

**15)Dispute Resolution:** Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so requested by the owner, shall participate in IDR and/or ADR pursuant to CC §5705. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

**16)Foreclosure of Lien:** The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent (CC §5720(b)(2)) assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

**17)Notice to Owner of Decision to Foreclose:** If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §5705(d)).

**18)Release of Lien Upon Satisfaction of Debt:** Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685(a)).

**19)Right to Inspect Records:** Owners have the right to inspect certain Association records pursuant CC §5205.

**20)Association's Addresses:** Any payments, notices or requests sent to the Association should be sent to the following address:

Regular payments:

Rancho Serrano/Payment Processing  
P.O. Box 60399  
Los Angeles, CA 90060-0399

Mailing Address for overnight payment of assessments,  
notices and requests: (Cannot be post office box)

Rancho Serrano/Payment Processing  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587

**21)Association's Right to Collect by Any Lawful Means:** Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

**Rancho Serrano Homeowners Association**  
**FEE AND PENALTY PROCEDURES**

The following charges may be assessed in accordance with the Association’s Delinquent Assessment Collection Policy:

<b><u>Description</u></b>	<b><u>Amount</u></b>
Regular Assessment	\$100.00
Late Charges	\$ 10.00
Collection Costs (regular – per month)	\$ 5.00
Interest	12% per annum
Intent of Legal Action	\$ 40.00
Attorney Referral Fee	\$ 100.00
NSF Fee (returned check)	\$ 25.00 (minimum)

In addition, if a matter is sent to counsel for legal action, or to a collection service for non-judicial foreclosure or other action, the owner will be responsible for the attorneys’ fees and costs incurred by such action. If a small claims legal action is commenced, the owner will be responsible for all costs, including but not limited to; administrative fees, filing fees, process server fees, and court appearance fees.

If an account is delinquent, the owner’s voting rights may be suspended following notice and an opportunity for a hearing pursuant to California Corporations Code 7341 and the Association’s Bylaws. Any such suspension shall continue for as long as the delinquency continues.

**FINE SCHEDULE**

*RANCHO SERRANO HOMEOWNERS ASSOCIATION FINE SCHEDULE*

***ADOPTED OCTOBER 2016***

The Rancho Serrano Homeowners Association (“Association”) has the right to enforce the Association’s Governing Documents pursuant to the CC&Rs. This right includes requesting the violating Owner to cease the offending action, suspending the violating Owner’s membership rights, levying a special/reimbursement assessment against the violating Owner, fining the violating Owner, and, if necessary, filing a lawsuit against the violating Owner. Once the Board of Directors is aware of a violation, the Board will investigate the allegation and, if necessary, take appropriate action against the violating Owner. However, nothing in this section obligates or requires the Board of Directors or its authorized committee to take any action against an individual Owner.

A. **Due Process.** Prior to the imposition of any fine or special/reimbursement assessment, the violating Owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or its committee. Due process will be conducted in a manner consistent with the CC&Rs such that at least ten (10) days’ notice will be given of any hearing and the owner will be notified in writing of the outcome and the imposition of any discipline or fine within five (5) days after the hearing.

B. **Enforcement Guidelines.** Generally, absent special circumstances, the Association will adhere to the following discipline and fine protocol for violations of the Governing Documents:

(i) *Warning Notice:* Initial warning letter and request to correct violation within a reasonable amount of time as determined by the Board or its committee.

(ii) *Second Notice:* Reminder notice with request to cure violation by a specific date to be determined by the Board or its committee.

(iii) *Fine/Hearing Notice:* If the violation is not cured by the date set forth in the Second Notice, a Fine/Hearing Notice will be sent to the violating Owner setting forth the nature of the violation and requesting the violating Owner's immediate remedial action. Also, the Fine/Hearing Notice will establish a fine amount and set a hearing regarding the potential imposition of that fine (see schedule below). In addition to the fine, the Association may suspend the Owner's voting privileges and/or an Owner's right to use the Common Area facilities as well as assess attorneys' fees and costs, if any, associated with obtaining the violating Owner's compliance.

(iv) *Note:* For subsequent, repeat violations (2nd, 3rd) of the same type as prior violations, no Warning or Second Notice will be sent to the violating Owner. Instead, the Association will immediately send a Fine/Hearing Notice establishing a fine amount consistent with the schedule below, setting a violation hearing and providing the Owner with at least ten (10) days' notice. For subsequent violations of the same type, the Board may assess fines pursuant to the schedule established for second and third violations. Continuing violations may result in daily fines and/or the increase in the fine amount, without further notice or hearing, to be automatically added to the violating Owner's account until the continuing violation is cured.

(v) The following fine schedule shall apply to all violations (except leasing or rental violations):

1st Violation:	\$50.00 - \$300.00
2nd Violation (same offense):	\$200.00 - \$600.00
3rd Violation (same offense):	\$400.00 - \$1,000.00
Additional Violations (same offense):	\$500.00 - \$1,500.00
Continuing Violations (same offense):	Daily fines until cured \$50.00 - \$300.00

(vi) Leasing and Rental Violations: Any Owner who violates the Association's restrictions on the renting or leasing of residences within Rancho Serrano will be fined according to the following fine schedule:

1st Violation:	\$250.00 - \$750.00
2nd Violation:	\$750.00 - \$1,000.00
3rd Violation:	\$1,000.00 - \$2,500.00
<i>Continuing Violation:</i>	<i>Daily fines until cured \$250.00 - \$750.00</i>

# **RANCHO SERRANO HOMEOWNERS ASSOCIATION**

**43529 Ridge Park Drive  
Temecula, CA. 92590  
(951) 699-2918 Fax (951) 699-0522**

## **RULES ENFORCEMENT POLICY**

*Revised June 27, 2006*

The following procedures will apply to all violations and infractions of the governing documents and rules and regulations. Owners may report violations to the Management Company or the Board of Directors by submitting a written notice describing the violation. The Board of Directors, Management Company, or committee appointed by the Board may also note any violation discovered during walk-through, or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

1. A first notice to correct the violation will be sent by the Management Company. The first notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation. If the property is not in compliance within thirty-days from the first notification, it will be referred to the Association Board of Directors to conduct a CC&R enforcement hearing.
2. If the violation continues, or if the report is otherwise unsatisfactory after the first notice, the owner will receive at least fifteen (15) day advance Notice of a Hearing and intent to impose a monetary penalty and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting written testimony. The notice shall be delivered to the owner personally or by first class or registered mail to the last address of the owner shown on the Association's records. The Board or committee shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty. If the Board elects to impose a monetary penalty on a member, the member will receive a notice within five (5) days following the action by either personal delivery or first-class mail.
3. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
4. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees
5. Notwithstanding the above; for exigent or pending circumstances, the Board may at their discretion immediately notice a hearing, by either personal delivery, first-class or certified mail.

**EXHIBIT A (Page 1 of 2)**

**HOME IMPROVEMENT FORM**

Mail to: Rancho Serrano HOA  
c/o The Avalon Management Group, Inc.  
43529 Ridge Park Drive  
Temecula, CA 92590

Lot # \_\_\_\_\_

Close of Escrow: \_\_\_\_\_

**Owner Information**

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Property Address \_\_\_\_\_ Work Phone \_\_\_\_\_

Has work already been started? \_\_\_\_\_

**PROJECTS BEING SUBMITTED:** (Please check all appropriate items)

- Air Conditioner
- Awnings
- Slabs/patio/walkways
- Deck
- Drains (if altering existing grade)
- Gutters
- Fence(s)
- Wall(s)
  - Front - Side - Rear
- Retaining
- Extension
- Other: \_\_\_\_\_
- Green House
- Gazebo
- Trees
- Landscaping
  - Side - Front - Back
- Patio Cover
- Painting (Should it not match existing color)
- Playhouse
- Spa and Equipment
- Pool and Equipment
- Relocation

*\*All pool and spa equipment must have a sound barrier if the noise level exceeds 60 decibels at a distance of 3 feet from equipment.\**

**PLEASE FILL IN DETAILS BELOW IF NOT SHOWN ON PLANS:**

Are existing improvements shown on plans? \_\_\_\_\_

Name of plants \_\_\_\_\_

Type of materials used \_\_\_\_\_

Type of wood surfaces: \_\_\_\_\_

Color scheme \_\_\_\_\_

Impacted Neighbor Statement attached? \_\_\_\_\_ Three copies of plans attached? \_\_\_\_\_

NOTE: Plans that are approved are not to be considered authorization to change the drainage plan as installed by the developer and approved by the County of Riverside. The review is intended to consider aesthetic appearance of the drains, pipes and coring and other applicable aspects of drainage. Owner may also need to acquire approval from the County of Riverside for permission to encroach within County easement.

The applicant has been provided with copies of all the Rancho Serrano's CC&R' s, Rules, Guidelines and agrees to be bound by and comply with the same.

If this application is for work that has already been started or completed, the Owner hereby forever agrees to indemnify, defend, and hold harmless the Rancho Serrano Homeowners Association, its Board, any Committees and managing agent for any and all claims, without limitation against any and all claims or challenges regarding such work.

Signature of Owner/Applicant \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT A (Page 2 of 2)

Homeowner Last Name: \_\_\_\_\_ Lot # \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

COMMITTEE USE ONLY

- \_\_\_\_\_ Sound baffle to be constructed around entire pool/spa equipment
- \_\_\_\_\_ Do not pour concrete against existing fences
- \_\_\_\_\_ Do not backfill against existing fences
- \_\_\_\_\_ Core through curb for drainage.
- \_\_\_\_\_ Submit originally reviewed plans with revised drawings.
- \_\_\_\_\_ Maintain existing drainage pattern or provide alternative drainage method.
- \_\_\_\_\_ \_\_\_\_\_ . must be painted to match existing stucco or trim.
- \_\_\_\_\_ Resubmit patio cover with additional dimensions and elevation
- \_\_\_\_\_ All lighting must be low wattage or low voltage
- \_\_\_\_\_ Add root barriers to all fence line trees.

THE ARCHITECTURAL COMMITTEE HAS DETERMINED THAT THE PLANS SUBMITTED ARE:

\_\_\_\_\_ Approved as submitted.

\_\_\_\_\_ Approved with the following conditions or as checked above:

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\_\_\_\_\_ Disapproved as submitted.

Additional Comments:

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**ARCHITECTURAL COMMITTEE**

DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

**EXHIBIT B (Page 1 of 2)**  
**IMPACTED NEIGHBOR STATEMENT**

It is the intent of the Architectural Committee to notify neighbors on any improvements, which may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular improvement shall only be advisory and shall not be binding in any way on the Committee's decision.

1. Definitions: Facing Neighbor, Adjacent Neighbor, and Impacted Neighbor.

Facing Neighbor: Means the three (3) homes most directly across the street.

Adjacent Neighbor: Means all homes with adjoining property lines to the Lot in question.

Impacted Neighbor: Means all homes in the immediate surrounding area, which would be affected by the construction of any improvements.

2. Improvements Requiring Notification

Any exterior improvements including but NOT limited to exterior painting.

3. Statement

The Facing, Adjacent and Impacted Neighbor Notification Statement set forth on the next page (Exhibit "B") must be provided to the Board to verify the neighbors have been notified about the proposed improvements.

EXHIBIT B (Page 2 of 2)  
 RANCHO SERRANO HOMEOWNERS ASSOCIATION  
 FACING, ADJACENT AND IMPACTED NEIGHBOR NOTIFICATION STATEMENT

The attached plans were made available to the following neighbors for review:

Impacted Neighbor	Impacted Neighbor
Name _____	Name _____
Address _____	Address _____
Signature _____ Date _____	Signature _____ Date _____

**Common area or Back Yard – Rear of Home**

Adjacent Neighbor	<b>YOUR  HOME</b>	Adjacent Neighbor
Name _____		Name _____
Address _____		Address _____
Signature _____ Date _____		Signature _____ Date _____

**Your Street – Front of Home**

Facing Neighbor	Facing Neighbor	Facing Neighbor
Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
Signature _____ Date _____	Signature _____ Date _____	Signature _____ Date _____

My neighbors have seen the plans I am submitting for Architectural Committee approval (see above verification). If any neighbor has a concern, they should notify The Avalon Management Group, Inc., in writing. Please note the neighbor objections do not in themselves cause denial of the plans, however, those concerns may be considered by the Board. All above boxes must be filled out whether or not a signature has been obtained.

SUBMITTED BY: Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_



**EXHIBIT C**

**RANCHO SERRANO HOMEOWNERS ASSOCIATION**

**NOTICE OF COMPLETION**

Rancho Serrano Homeowners Association  
c/o Avalon Management Group, Inc.  
43529 Ridge Park Drive  
Temecula, CA 92590

Re: Last Name: \_\_\_\_\_

Notice is hereby given that:

The undersigned is the owner(s) of the property located at:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City)

The work of improvement on the described property was COMPLETED ON THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with the Board's written approval of the above owner's plans and submitted package.

Signature of Owner: \_\_\_\_\_

Dated: \_\_\_\_\_

## **DISCLAIMER**

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.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN A COMMUNITY ASSOCIATION.

Rancho Serrano Homeowners Association  
43529 Ridge Park Drive, Temecula CA 92590  
(951) 699-2918 Fax (951) 699-0522

**RULES VIOLATION REPORT**

DATE: \_\_\_\_\_

I. Person Making Report:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

II. Description of Rules Violation: (Fill in as completely as possible)

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Description: (Please type or print)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Description of Violator: (Fill in as completely as possible)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Vehicle License # \_\_\_\_\_

IV. Additional Witnesses:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

PLEASE RETURN TO:

THE AVALON MANAGEMENT GROUP, INC.  
43529 Ridge Park Drive  
Temecula CA 92590  
Attn.: Traci Russell, CMCA, AMS  
(951) 699-2918

RANCHO SERRANO HOMEOWNERS ASSOCIATION  
C/o The Avalon Management Group, Inc. • 43529 Ridge Park Drive  
Temecula CA 92590  
951-699-2918 • Fax 951-699-0522

**RESIDENTS' REGISTRATION FORM**  
(Confidential/Return to the Above Address)

Lot Number: \_\_\_\_\_ Owners on Grant Deed: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Residence Tel.: \_\_\_\_\_ Business Tel.: \_\_\_\_\_

1<sup>st</sup> Vehicle Make/Model: \_\_\_\_\_ License Plate #: \_\_\_\_\_

2nd Vehicle Make/Model: \_\_\_\_\_ License Plate #: \_\_\_\_\_

\*\*\*\*\*

**HOMEOWNER DIRECTORY AUTHORIZATION (CHECK ONE)**

\_\_\_\_\_ Yes, we (I) want to be included in the homeowners' directory, which is available to all homeowners.

\_\_\_\_\_ No, we (I) do not want to be included in the homeowners' directory.

\_\_\_\_\_  
Signature Date

\*\*\*\*\*

**TENANT INFORMATION (If Applicable)**

Tenant Name(s): \_\_\_\_\_

Residence Tel.: \_\_\_\_\_ Business Tel.: \_\_\_\_\_

1st Vehicle Make/Model: \_\_\_\_\_ License Plate #: \_\_\_\_\_

2nd Vehicle Make/Model: \_\_\_\_\_ License Plate #: \_\_\_\_\_

\*\*\*\*\*

**FOR EMERGENCY. PLEASE CONTACT**

Name(s): \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Residence Tel.: \_\_\_\_\_ Business Tel.: \_\_\_\_\_

# Rancho Serrano Homeowners' Association

## ANTENNA/SATELLITE DISH INSTALLATION AND MAINTENANCE POLICY

Effective and Adopted October 30, 2002

### 1. INTRODUCTION

The Declaration of Covenants, Conditions and Restrictions for each home within **RANCHO SERRANO HOMEOWNERS ASSOCIATION** (CC&R's) prohibits installation within the Properties of any exterior antenna. Nevertheless, due to a change in State law, which expressly supersedes the CC&R's, such a prohibition is no longer enforceable against certain "small satellite dish" – type receivers.

This Policy is established by the Association's Board of Directors to maintain consistency for installation of certain antennae within our community, to comply with changes in State law and to ensure proper installation and maintenance. Except as provided in this Policy, no Owner may install any type of exterior antenna within **RANCHO SERRANO HOMEOWNERS ASSOCIATION**.

### II. POLICY AND PROCEDURE

#### Antenna

The Federal Communications Commission, effective May 25, 2001 extended its satellite dish/antenna rule to cover antennas with a diameter of one meter or less that receive and transmit "fixed wireless signals". Under the rule, "fixed wireless signals" are commercial, non-broadcast communications signals transmitted by wireless technology to or from a fixed customer location. For instance, wireless signals used to provide telephone service or high speed Internet service are "fixed wireless signals". The FCC rule restricting the ability of community associations to control the placement of certain antennas and satellite dishes will now apply not only to antennas designed to receive broadcast signals (like satellite dishes), but also to wireless telephone and Internet antennas as well. Generally, the FCC rules prohibit any restrictions against the placement of antennas covered by the rule on exclusive use common area, or on a homeowner's separate interest, if the restriction would prevent the reception of an acceptable quality signal or impose unreasonable expense or delay. No other type of exterior antenna will be permitted to be installed within any portion of Redhawk.

#### Satellite Dish Policy and Procedures

1. Satellite dishes of one (1) meter (39.37 inches) or less in diameter, and other communication-receiving antennae or devices covered by the Federal Telecommunications Act of 1996 (the "Act") (collectively referred to in this policy as "qualified satellite receiver"), may be installed in the Owner's Lot as provided in this policy. Satellite dishes larger than one (1) meter (39.37 inches) in diameter, and any other antenna not covered by the Act, are prohibited as provided in the Association's governing documents.
2. Application to the Association shall not be required prior to installing a qualified satellite receiver.

3. No fee or deposit payable to the Association shall be required prior to installation of a qualified satellite receiver.
4. An Owner may install a qualified satellite receiver on the Owner's Lot in a location necessary for the signal strength desired. If more than one location in the Lot will provide the requisite signal strength, the Owner must place his or her qualified satellite receiver in the location which will minimize the visual effect of the equipment on the Common Areas and other residents.
5. Owner shall keep the qualified satellite receiver in good repair and maintenance and not permit the antenna to become unsightly.
6. Qualified satellite receivers may not be installed on any part of the Community Common Area.
7. Owner shall indemnify and hold harmless the Association, and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost, including attorney's fees and court costs, resulting from or arising out of Owner's installation, maintenance, or use of the qualified satellite receiver, to the extent that Owner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment or cost, including attorney's fees and court costs being indemnified.
8. Nothing in this policy is intended to unreasonably increase the Owner's cost of installing a qualified satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received. Should any Owner believe that anything in this policy unreasonably affects the cost, delays installation, or decreases signal strength, the Owner is encouraged to contact any member of the Board to discuss and resolve the matter.
9. Nothing in this policy is to be interpreted as being in contravention of the Act regarding the installation, maintenance, and use of qualified satellite dishes. Should any portion of this policy be interpreted as contravening the Act, that section or sections shall be considered immediately modified to conform to the Act. Should it be impossible to modify the section or sections, that section or sections shall be deemed severable from the remainder of the policy, and shall be of no force and effect whatsoever.
10. Prior to, or simultaneously with, the installation of the qualified satellite receiver, the Owner of the Lot shall execute a copy of this policy and provide the signed copy to the Community Board, c/o Avalon Management to confirm indemnification.

**IF YOU NEED ANY FORMS SUCH AS:**

1. HOME IMPROVEMENT REQUESTS;
2. RESIDENT REGISTRATION FORM;
3. VIOLATION REPORT FORMS, ETC.

**PLEASE CONTACT**

**Community Manager Traci Russell, CMCA,AMS**

at

**THE AVALON MANAGEMENT GROUP, INC.  
43529 Ridge Park Drive  
Temecula, CA 92590**

**(951) 699-2918  
FAX (951) 699-0522**