

**WANIS VIEW ESTATES  
HOMEOWNERS ASSOCIATION**

**RULES**

**AND**

**REGULATIONS**

09/17/19

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## PREFACE

This Information Handbook has been compiled by Wanis View Estates to outline the operating procedures of the Homeowners Association and to provide other important information about your Association common areas. The purpose of your Association is to protect, enhance and maintain Wanis View Estates property while making Association living a pleasant experience for everyone.

The Association concept enables homeowners to manage community assets. The advantage of an Association is that those with a vested interest in the community's welfare retain the authority, as well as the responsibility for maintaining the property. All owners are encouraged to participate in directing the affairs of the Association.

Living in a common interest development can be a happy and rewarding experience, especially at Wanis View Estates Homeowners Association. A development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected and enhanced. EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION.

All owners should have received copies of the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the By-Laws for Wanis View Estates. We urge you to read these documents since they set forth, in complete detail, the rights, duties and obligations of each homeowner; and they, not this Handbook are the official documents which cover these rights. These Rules and Regulations supplement the CC&RS. Please read this information carefully and be sure your family, guests and tenants understand the rules fully. If there are any questions or if you do not have copies of the Association documents, please contact the Management Company. We trust that your knowledge of this information will enhance your daily enjoyment of your new residence. Pursuant to Article 4, Section 4.3. of the CC&R'S and Article 9, Section 9.2.5, of the BYLAWS, the Association has adopted a policy of imposing a monetary penalty on any homeowner found to be in violation of the CC&R'S, Bylaws or Rules & Regulations of Wanis View Estates Owners Association. This applies to any violation perpetrated by an Owner, guest, tenant, contractor or delivery service provider of the homeowner. (Schedule of fines can be found on the last page to these Rules and Regulations)

Common sense and consideration for your neighbors is the key to its success.

Please read carefully and be sure your family, tenants and guests understand the rules fully. If there are any questions, please contact in writing the managing agent employed by your Association:

Board of Directors  
Wanis View Estates Homeowners Association  
c/o Avalon Management  
3618 Ocean Ranch Blvd  
Oceanside, Ca 92056  
Email: [Wanis@AvalonWeb.com](mailto:Wanis@AvalonWeb.com)  
Phone: (760) 481-7444

## **GENERAL INFORMATION**

The purpose of your Association is to operate and maintain the property and assets of Wanis View Estates for the mutual benefit of the owners. Your cooperation is essential in order to accomplish these purposes; and, common sense and consideration for your neighbors are the keys to its success.

Each homeowner is a member of Wanis View Estates Homeowners Association and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. Protecting the exclusive value of our community is the Association's primary concern.

## **COMMON AREA PROBLEMS**

To report problems related to the Association Common Area such as security issues, property destruction, observed violations, landscape/irrigation, sewer, street problems, etc., contact Menas Realty; Telephone: 858-270-7870; Fax: 858-270-9780 or Internet E-Mail at: [mhouchins@menas.com](mailto:mhouchins@menas.com).

In the event of a real EMERGENCY, dial 911 for immediate assistance.

If the emergency situation is one, which involves the common area, please report the incident, as soon as possible, to the

telephone number shown above. Thank you for your cooperation.

## INTRODUCTION

These rules are intended to protect property values as well as promote the privacy and enjoyment of all residents. You are responsible for the actions of your children, guests, service providers, and those of your tenants. They should be told about these rules and regulations and that you are responsible for their actions. It is your duty to see that they comply with these rules.

The Rules and Regulations, as contained herein, are issued by the Board of Directors as authorized by the governing documents of the Association. This is a supplement to Wanis View Estates Homeowners Association CC&R'S and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&R'S first and Bylaws second shall prevail. The terms resident and homeowner as referenced herein may be used interchangeably. However, the homeowner is ultimately responsible for following these rules and regulations and is liable for any fine or penalty that may be imposed as a result of any violation by their children, guests, service providers, and tenants.

The Rules and Regulations are intended as a guide to the conduct and activities of all owners, tenants, residents and their guests.

## OWNERS' COMPLIANCE

Each Owner, Tenant or Occupant of a Residential Unit shall comply with the provisions of the CC&R's, By-Laws, and Rules and Regulations (and the lawful amendments thereto) and decisions and resolutions of the Association or its duly authorized representative(s). Failure to comply with any such provisions, decision or resolutions shall be grounds for an action to recover amounts due, for fines, damages, and/or injunctive relief.

### ***VIOLATION PROCEDURES -TIME TO REMEDY- Article 4, Sect 4.3.2, of the CC&R'S:***

1. When a violation of the CC&R's, Bylaws, or Rules and Regulations is observed, a Notice of Violation and Hearing Date will be sent by first-class mail to the violating Owner (or Owner on behalf of violating tenant). The notification shall contain the date, time and place of the meeting, the nature of the alleged violation and a statement that the Owner has a right to attend and may address the Board at the meeting.
2. If the Board imposes discipline on an Owner, the Board shall provide the Owner written notification of the disciplinary action by first-class mail within 15 days following the action. The fine amount will appear on the Owner's monthly statement. The Board reserves the right to reduce or waive any violation penalty assessment.
3. Violations need to be corrected according to the following schedule

#### Immediate Correction of Violation:

- a. Vehicle Violations
- b. Animal Violations
- c. Garbage/Trash Violations
- d. Nuisance / Noise
- e. Decoration Violations
- f. Improper Signage
- g. Vehicle Repair
- h. Deliberate/Negligent damage to property
- i. Garage Door not closed
- j. Oil spill-to begin clean up

#### 30 days to correct violation:

- a. Architectural Violations/Construction/Installation
- b. Antenna & Improper Satellite Dish Installation
- c. Architectural Violations / Landscaping
- d. Exterior painting issues/Improvements
- e. Improper use of garage-Used for Storage
- f. Unacceptable Window Coverings
- g. Excessive number of pets

4. Penalty assessments for violations are listed in the Wanis View Estates' ENFORCEMENT POLICY Exhibit "A" and may be imposed each time any violation occurs. If the same violation for which Owner has been sent a Notice of Violation and Hearing Date reoccurs additional fines may be imposed, the fine for that violation may be doubled and legal action may be taken. This does not preclude the Association from taking legal action on any matter, as it deems necessary at any time.

## GENERAL RULES AND REGULATIONS

The General Rules and Regulations as contained herein are issued by the Board of Directors as authorized by the governing documents of WANIS VIEW ESTATES HOMEOWNERS ASSOCIATION.

These Rules and Regulations are intended as a guide to the conduct and activities of all Association Owners, residents, tenants and guests, or invitees and their pets, to the end that everyone living in Wanis View Estates will enjoy maximum pleasure without annoyance or interference from others.

### ENFORCEMENT:

- A.1 Any owner has the right to request the enforcement of any established rule. Anyone refusing to abide by these rules may face corrective action by the Board of Directors (see Exhibit "A," which includes fines).
- A.2 Any owner may call upon the law enforcement agency for assistance when applicable.
- A.3 The Management Company, Menas Realty acting on behalf of the Association, has been instructed by the Board of Directors to require compliance by all persons on Association property with the provisions of the Rules and Regulations, Bylaws and Declaration of Covenants, Conditions and Restrictions. If there is a violation thereof, Menas Realty has been instructed to respond by doing the following:
  - a. Obtain names and address of violators as reported to Menas Realty.
  - b. In the case of children, make every effort to contact their parents or host immediately, prior to the involvement of a law enforcement agency.
  - c. Assess monetary penalties as directed by the Board of Directors.
- A.4 Violations of Rules & Regulations:
  - a. It is the right and duty of each resident to report violations in writing to the Board of Directors through the managing agent, Menas Realty.
  - b. Notice of violations will be sent to the attention of the owner.
  - c. FAILURE TO CORRECT THE VIOLATIONS BY THE OWNER MAY RESULT IN ENFORCEMENT PROCEEDINGS, THE COST OF WHICH WILL BE AT THE OWNER'S EXPENSE.

### COMMUNITY RELATIONS:

- B.1 Members are responsible for payment of all cost of repairs for all damage to the Association property caused by themselves, members of their families, their guests, tenants, invitees, or their pets.
- B.2 Destruction of Property: As applied to the Residential Lots, the owner(s) of the residences thereon shall, in such event, reconstruct their residences as soon as reasonably practical, in accordance with the original plans and specifications or approved modifications thereof. As to damages to the common area, each owner is liable to the Association and shall reimburse the Association for any expenditures incurred in repairing or replacing damage to any items caused by the owner or any owner's guest, tenant, invitee, or their pet.

### TRASH REGULATIONS (CC&R'S at Article 7, Section 7.8.):

- C.1 Members are responsible for picking up their own trash on common areas and disposing of it in the proper containers or receptacles.
- C.2 Large cartons and boxes must be broken down and tied before being placed out for trash pick-up.
- C.3 Large discarded items such as old furniture, mattresses, etc., do not belong in the trash. Dispose of them properly at a

junkyard or disposal area.

- C.4 All rubbish, trash, or garbage shall be regularly removed from each Living Area and shall not be allowed to accumulate thereon or on the adjacent Common Area.
- C.5 No trash may be kept or permitted upon the Property or on any public street abutting or visible from the Property except in containers located in appropriate areas screened from view. Such containers may be exposed to the view of neighboring Residential Lots only when set out at a location approved by the Architectural Committee for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours, except where a longer time period is authorized by the Architectural Committee).

**NOISE CONTROL (CC&R'S at Article 7, Section 7.15.):**

- D.1 Noise can be a problem anytime and particularly during the summer months when windows are open. Noise echoes through patios, pathways, fire lanes, garage and driveway areas. Please be considerate of those living close to you and keep noise volume as low as possible.
- D.2 Radios, televisions, musical instruments, 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. Be considerate of others and remember that your neighbors may not keep the same hours as you do. For reasons of community respect, please lower noise volume before 8:00 a.m. and after 10:00 p.m. Sunday through Thursday nights and after 11:30 p.m. on Friday and Saturday nights. Noise complaints after 10:00 p.m. or 11:30 p.m. Sunday through Saturday respectively, should be called in to the police to get immediate attention to the problem. Management can be notified for written notice to be mailed to the responsible party.
- D.3 Children: It is the responsibility of parents to see that their children respect the rights of other residents.

**COMMON AREA IN GENERAL:**

- E.1 General rules of good conduct should be observed at all times. Voices should not be raised above a moderate level. This is especially important during late evening and early morning hours.
- E.2 No power equipment, hobby shops, or car maintenance shall be permitted on the Association Property except with prior written approval of the Board. Approval shall not be unreasonably withheld and in deciding whether to grant approval the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.
- E.3 No part of the Common Area shall be obstructed so as to interfere with its use for the purposes permitted, nor shall any part of the Common Area be used for storage purposes, nor in any manner which shall increase the rate of which insurance loss by fire, or perils of the extended coverage endorsement to the California Standard Fire Policy form, or bodily injury, or property damage liability insurance covering the Common Area and improvements situated thereon may be obtained, or cause such premises to be uninsurable against such risks or any policy or policies representing such insurance to be cancelled, suspended or the company issuing the same to refuse renewal thereof.
- E.4 Each Owner shall be legally liable to the Association for all damages to the Common Area or to any improvements thereto caused by such Owner, his licensee(s), tenants, guests, invitees or any occupant of such Owner's Living Area.

**ANIMALS (CC&R'S at Article 7, Section 7.4.):**

- F.1 Dogs must be on a leash at all times and under personal control when outside individual living areas. (San Diego County Ordinance). Fines may be assessed by the Board of Directors for violations.
- F.2 Any litter deposited by dogs or cats on association common areas must be removed immediately by the person in control of the animal involved. Fines will be assessed per violation.

- F.3 Do not allow animals to urinate on plants and shrubs. Owners are responsible for their animals urinating on plant material and owners will be charged for repair or replacement of said plantings.
- F.4 Residents shall be responsible and liable for any personal injury or property damage caused by their pets.
- F.5 The Board of Directors reserves the right to prohibit the keeping of any pet on association property, which, in the opinion of the Board, after notice and hearing with the Owner, the pet is considered a nuisance.
- F.6 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, cat or other ordinary household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- F.7 Residents who are disturbed by another resident's pet are urged to first contact the animal owner and, if unsuccessful, to contact the Association management office or contact the Animal Control Department.
- F.8 Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residential Lot and:
  - are kept as household pets;
  - are not so excessively noisy as to disturb the quiet enjoyment of other residents;
  - are not kept or bred for commercial purposes; and
  - do not constitute a nuisance or threat to the personal safety of other residents.

**RESIDENTIAL USE (CC&R'S at Article 7, Sections 7.1; 7.2 and 7.3.):**

- G.1 All residential lots and structures shall be used solely for single-family residential use.
- G.2 All lease agreements must require in writing that the lessee is to comply with the provisions of the Declaration and the Association's rules and regulations and shall provide that any failure to comply with the governing documents shall be a default under the terms of the lease agreement.
- G.3 The Owner shall at all times be responsible for his/her tenant's compliance with all of the provisions of the governing documents.
- G.4 No owner may lease his residential lot for less than thirty (30) days.
- G.5 No Residential Lot shall be used for any business, commercial, manufacturers, mercantile, storage, vending, or other non-residential purposes.
- G.6 A resident may use their Residential Lot for a home based business, which is a professional or administrative occupation, without external evidence thereof, as long as such occupation:
  - is conducted in conformance with all applicable governmental ordinances;
  - is merely incidental to the use of the Residential Lot as a residence; and
  - patrons or clientele of such professional or administrative occupation do not regularly visit or conduct business on the Residential Lot.
- G.7 No part of the Association property shall be used in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

**VEHICLE AND PARKING REGULATIONS (CC&R'S at Article 7, Section 7.7):**

- H.1 The garages shall be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner, tenant or lessee to park the number of vehicles in the garage that the garage was designed to accommodate. (CC&R'S at Article 7, Section 7.7.5.)
- H.2 Parking in shared driveways is not permitted. (CC&R'S at Article 7, section 7.7.6.)

- H.3 Doors to garages shall be kept closed except during the removal or entry of vehicles therefrom or thereto. (CC&R'S at Article 7, Section 7.7.5.)
- H.4 Parking is allowed in designated areas only. Parking in fire lanes or red curb areas, maintained by the Association, is prohibited. Such parking constitutes a fire hazard and inconvenience to other homeowners. Violators' vehicles will be towed away at owner's expense. (CC&R'S at Article 7, Section 7.7.4.)
- H.5 Vehicle owners shall maintain vehicles with current licenses and in proper operating condition.
- H.6 Residents are responsible for their guests parking so that the common areas and streets are not blocked.
- H.7 No motor vehicles shall be left in a condition that will constitute a fire hazard or in a condition that will cause drainage to any common area (such as leaking oil or transmission fluid). Necessary repair or cleaning of the parking areas as a result at the aforementioned shall be the expense of the responsible owner.
- H.8 No campers, trailers, or recreational vehicles shall be parked within the Association Property except within the garage portion of the Living Area.
- H.9 No automotive or other vehicular repair activities shall be conducted within the Association Property except within the garages and only if such activities do not constitute nuisances to other Owners.
- H.10 The following vehicles are "Authorized Vehicles": standard passenger vehicles including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Project intended for parking of motorized vehicles; however, no Owner may park a vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks in the Property or extends beyond the limits of the space where the vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Association Rules and to adapt this restriction to other types of vehicles. (CC&R'S at Article 7, Section 7.7.1.)
- H.11 The following vehicles are "Prohibited Vehicles": (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats), (b) commercial-type vehicles (e.g., motorhomes, travel trailers, camper vans and boats), (c) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (d) business or vans designed to accommodate more than ten (10) people, (e) vehicles having more than two (2) axles, (f) trailers, (g) inoperable vehicles or parts of vehicles, (h) aircraft, (i) any vehicle or vehicular equipment deemed a nuisance by the Board, and (j) any other vehicle not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept within the Project in any area which is visible, except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board. Recreational Vehicles may only be parked in an Owner's fully enclosed garage with the door closed so long as their presence on the Property does not otherwise violate this Declaration, and provided that the Owner is not required to park his or her car in any driveway as a result of the use of the garage space for such recreational vehicle. (CC&R'S at Article 7, Section 7.7.2.)

**ARCHITECTURAL REGULATIONS (CC&R'S at Article 9):**

- I.1 Any Owner proposing to construct Improvements or take other actions requiring the prior approval of the Board pursuant to the Declaration shall first apply to the Board for preliminary approval by submission of preliminary plans and specifications and any other materials required by the Board to show the nature, kind, shape, height, or other aspects of the proposed change "Plans and Specifications" in accordance with the Architectural Guidelines, if any. The purpose of the preliminary approval procedure is to allow an Owner proposing to construct Improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as set forth in the Architectural Guidelines after preliminary approval (CC&R'S at Article 9, Section 9.5.)
- I.2 Upon approval by the Board of any Plans and Specifications, the Owner shall promptly commence construction and diligently pursue the same to completion.



- I.3 Each Owner shall have an unrestricted right of access for egress and ingress to and from his Living Area.
- I.4 No owner shall make any alteration or improvement to the Common Area or remove any planting, structure, furnishing, or other object therefrom except with the prior written consent of the Board or Architectural Committee.

**ANTENNAS/RESTRICTIONS (CC&R'S at Article 7):**

- J.1 No person may install on the exterior of any Residence or in a yard any antenna or over-the-air receiving device except for an "Authorized Antenna." An Authorized Antenna is (i) an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one meter or less in diameter, or (ii) an antenna designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one meter or less in diameter or diagonal measurement, (iii) an antenna designed to receive television broadcast signals, or (iv) an antenna used to receive and transmit fixed wireless signals. An Authorized Antenna may be mounted on a mast to reach the height needed to receive an acceptable quality signal, subject to local governmental agency permitting requirements for safety purposes. (CC&R'S at Article 7, Section 7.5.)
- J.2 The Board (or if appointed, Architectural Committee) may review the location and installation of an Authorized Antenna after it is installed. After its review, the Board (or if appointed, Architectural Committee) may require that the Authorized Antenna be moved to a preferred location (if one has been designated) for safety reasons or to comply with reasonable restrictions subject to applicable law. (CC&R'S at Article 7, Section 7.5.3.)
- J.3 The Board (or if appointed, Architectural Committee) may adopt reasonable restrictions on installation and use of an Authorized Antenna as part of its Architectural Guidelines in order to minimize visibility of the Authorized Antenna from other Lots. Such restrictions may designate one or more preferred installation locations, or require camouflage such as paint (subject to the antenna manufacturer's recommendations) or screening vegetation or other Improvements. However, no restriction imposed by the Board (or if appointed, Architectural Committee) may (i) unreasonably delay or prevent the installation, maintenance or use of an Authorized Antenna, (ii) unreasonably increase the cost of installation, maintenance or use of an Authorized Antenna, or (iii) preclude acceptable quality reception. (CC&R'S at Article 7, Section 7.5.1.)
- J.4 The Board (or if appointed, Architectural Committee) may prohibit the installation of an Authorized Antenna in a particular location if, in the Board; (or if appointed Architectural Committee's) opinion, the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the Board (or if appointed Architectural Committee). The Board (or if appointed, Architectural Committee) may also prohibit an Owner from installing an Authorized Antenna on any real property, which such Owner does not own or is not entitled to exclusively use or control under the Declaration. The Board (if appointed, Architectural Committee) also has the power to prohibit or restrict the installation for any antenna or other over-the-air receiving device that does not meet the definition of an Authorized Antenna above. (CC&R'S at Article 7, Section 7.5.2.)

**SIGNS (CC&R'S at Article 7, Section 7.6.):**

- K.1 No sign, advertising device or other display of any kind shall be displayed in the Project, except for the following:
- entry monuments, community identification signs, and traffic or parking control signs maintained by the Association;
  - for each Residential Lot, one (1) nameplate or similar Owner name or address identification which complies with the Architectural Guidelines;
  - for each Residential Lot, one (1) sign advertising the Residential Lot for sale or lease that complies with the following requirements, subject to Civil Code Sections 712 and 713:
    - (a) the sign is not larger than eighteen inches (18") by thirty inches (30") in size;
    - (b) the sign is in compliance with the Architectural Guidelines or is otherwise authorized by the Board;
  - noncommercial signs permitted by Civil Code Section 1353.6; and

- such other signs or displays authorized by the Board.

K.2 All such signs shall also comply with applicable laws.

**LANDSCAPING (CC&R'S at Article 7, Section 7.18.):**

L.01 Each Owner shall, not later than one hundred eighty (180) days after the Residence is conveyed by Declarant to any Owner, prepare and submit in accordance with the provisions of Article 9 of the CC&R'S a landscaping plan for the side and rear yard and all other areas of such Owner's Residential Lot not landscaped by Declarant. If such plan is disapproved, a revised plan(s) shall be submitted seven (7) days after such disapproval, until a plan has been approved in accordance with the provisions of Article 9 of the CC&R'S. Each Owner shall install the Improvements and landscaping shown on such Owner's approved landscape plan within twelve (12) months after the Residence is conveyed by Declarant to such Owner. An Owner shall not install any landscaping, which interferes with the established drainage pattern over the Property. All Improvements, landscaping and irrigation installed on a Residential Lot, shall conform with the applicable provisions of the Brush Management Plan and shall thereafter be maintained in accordance with the Brush Management Plan.

**INSTALLATIONS (CC&R'S at Article 7, Section 7.13.):**

- M.1 The following items are prohibited: (a) outside installations, including clotheslines, balcony, patio or deck covers, wiring, air conditioning equipment (except as installed by Declarant), water softeners, other machines and other Improvements; (b) Improvements to deck or balcony railings; and (c) other exterior additions or alterations to any Residential Lot. (CC&R'S at Article 7, Section 7.13.2.)
- M.2 No basketball standards or fixed sports apparatus shall be attached to any Residence except as approved by the Board. Portable basketball apparatus shall be permitted so long as such apparatus is moved into the interior of the garage by 9:00 p.m. The Association Rules may further limit the use or placement of portable basketball apparatus. (CC&R'S at Article 7, Section 7.13.4.)
- M.3 Any exterior electrical, gas or other artificial lighting installed on any Residential Lot shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the resident of any other Residential Lot(s). (CC&R'S at Article 7, Section 7.13.5.)
- M.4 No exterior clothesline shall be erected or maintained within the Project and there shall be no exterior drying or laundering of clothes on any Residential Lot. (CC&R'S at Article 7, Section 7.13.6.)

**TEMPORARY WINDOW COVERINGS (CC&R'S at Article 7, Section 7.19.):**

N.1 Temporary Window Coverings in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of sixty (60) days from the date that a Residential Lot is conveyed to an Owner by Declarant. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence. All window coverings (including Temporary Window Coverings) shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residential Lot.

**FENCES (CC&R'S at Article 7, Section 7.9):**

O.1 No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project except those that are installed in accordance with the original construction of the Project or as are authorized and approved in accordance with Article 9 of the CC&R'S.

**PAINTING (CC&R'S at Article 7, Section 7.10):**

P.1 No Owner shall paint the exterior of the Owner's Residence or any other exterior improvements within a Residential Lot

without prior approval in accordance with Article 9 of the CC&R'S, except that no consent shall be required if an Owner repaints the exterior with the same color.

**SLOPE CONTROL, USE AND MAINTENANCE (CC&R'S at Article 7, Section 7.25.):**

Q.1 Each Owner shall keep, maintain, water, plant and replant all slopes located on such Owner's Residential Lot, so as to prevent erosion and to create an attractive appearance. It shall be the duty of all Owners to conduct all construction and installation of improvements on such slopes in accordance with any guidelines or rules adopted by the Board for maintenance of such slopes. Thereafter each Owner shall keep, maintain, water, and replant all in such a manner as to protect the integrity of such Owner's Residential Lot and all adjoining Residential Lots and the structural improvements thereon. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on such slopes that may damage or interfere with established slope ratios, create erosion or sliding problems, or that may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The Association, acting through its Board of Directors, shall have the right, after providing an Owner with reasonable notice and an opportunity to be heard before the Board, to perform slope maintenance and repairs with respect to any slopes on a Residential Lot to be maintained by the Owner thereof after a determination by the Board that such action is necessary in order to protect the integrity of any Residential Lot or structural Improvement within the Project. The Board may only initiate such action after providing an affected Owner with reasonable notice together with an opportunity to be heard by the Board. The Costs of any such remedial work performed by the Association on behalf of the affected Owner may be collected by the Association as a reimbursement assessment as provided in the CC&R'S.

**STORM WATER CONTROL (CC&R'S at Article 7, Section 7.28):**

R.1 Each Owner acknowledges that water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Residence, which is being purchased by Owner, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the City prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, water from spas and/or swimming pools and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Owner further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that such Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from an Owner's Residential Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal state, and City requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Owners within Wanis View Estates are required to comply with such restrictions. Owners are encouraged to consult with the city, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

R.2 To comply with the requirements of the City in connection with the storm water pollution prevention best management practices, each Owner and the Association agrees that it will, at all times, maintain all Improvements located on a Residential lot, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that the Declarant has installed any erosion protection devices (e.g., sandbags), an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot, and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles on an Owner's Residential Lot shall be covered and closed at all times. The Association and the Owners shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by any water quality management plan that may affect Wanis View Estates. The costs of the Association's portion of such maintenance, if any, shall be treated as Common Expenses.

**RESPONSIBILITIES OF MAINTENANCE (CC&R'S at Article 8, Section 8.1.):**

- S.1 Subject to any provisions of the Governing Documents and the Homeowner's Maintenance Guide, each Owner shall maintain, repair and otherwise care for the maintenance, repair and replacement of the Owner's Residence and all Improvements situated within the Residential Lot in a good condition of maintenance and repair. The Owner of each Residential Lot shall water, weed, maintain and care for the landscaping located on his or her Residential Lot, so that the same presents a neat and attractive appearance, free from weeds, trash and debris or erosion. (CC&R'S at Article 8, Section 8.1.1.)
- S.2 Each Owner will perform the Maintenance Obligations and each Owner is further obligated to provide a copy of the Homeowner Maintenance Guide and other materials describing the Maintenance Obligations to any successors in interests and/or subject purchasers of such Owner's Residential Lot. (CC&R'S at Article 8, Section 8.1.2.)
- S.3 Shared Driveways. The Owners of each Shared Driveway shall be responsible for keeping the portion thereof located on each Owner's respective Residential Lot free of debris and maintaining in good condition the Improvements constructed thereon, including, without limitation, all paving, curbs and gutters and landscaping. The Owners of each Shared Driveway shall also maintain all portions of each Owner's respective Residential Lot, including those portions of such Residential Lot across from any Shared Driveway. If, in addition to regular maintenance, it is necessary to repair or restore the Shared Driveway, any Owner shall have the right to give a thirty (30) day advance written notice to the other Owners of that Shared Driveway requesting participation on a pro rata basis in repairing or restoring the Shared Driveway. The repairs or restoration shall take place in accordance with the terms and provisions set forth below. Each Owner shall obtain and maintain at all times a homeowner's insurance policy insuring against death of or injury to persons and damage to or loss of property arising out of, resulting from or relating to the use of the Shared Driveway by that Owner and its respective successors in interest, assigns, contractors, and invitees, in an amount reasonably adequate to cover such Owner's responsibilities hereunder.

**MAINTENANCE OF FENCES AND WALLS (CC&R'S at Article 8, Section 8.2.):**

- T.1 The Association shall be obligated to maintain, repair and replace any tubular steel and/or wrought iron fencing, excluding the Predation Fence set forth below in T.3.
- T.2 The Association shall be obligated to maintain the exterior of any blockwall and pilaster fencing and shall have the obligation to repair and replace such blockwall and pilasters. The Owners shall be obligated to maintain the interior of the blockwall.
- T.3 The Owners shall be obligated to maintain, including the painting of both sides, the predation fence situated on such Owner's Residential Lot. As used herein the predation fence is the approximate 6 foot high tubular steel fence with four inch spacing. The Association shall be responsible for the repair and replacement of the predation fence.
- T.4 For any fencing that separates two (2) Residential Lots ("Party Fencing"), each Owner shall have the obligation to maintain the interior for the Party fencing and the Owners shall share, on an equitable basis, the cost of replacing the Party Fencing. If the Party Fencing separates two (2) Residential Lots, the Owner of each affected portion of the Property upon which Party Fencing is located shall have a reciprocal non-exclusive easement to the Property immediately adjacent to the Party Fencing for the limited purpose of maintaining the Party Fencing.
- T.5 The Association shall be obligated to maintain those portions of redwood fence facing the Common Area and shall be obligated to maintain those portions of redwood fence facing the Common Area and shall paint those exterior painted surfaces and repair and replace. The Owners shall be obligated to maintain the interior of the fence.
- T.6 The Owners of any Residential Lot whose fencing borders the Extremely Sensitive Cultural Areas shall maintain the interior for such fencing and the Association shall maintain the exterior and shall repair and replace such fencing, if necessary.
- T.7 All other fencing located on an Owner's Residential Lot which is not the responsibility of the Association to maintain, repair and/or replace, shall be maintained, repaired and replaced by such Owner.
- T.8 An Owner who by his or her negligent or willful act causes a wall or fence within the Project to be damaged shall bear the whole cost of repairing such damage.

- T.9 In an event an Owner fails to maintain the areas and items as provided above or make repairs thereto in such manner as shall be deemed necessary in the judgment to the Board to preserve the attractive appearance thereof and protect the value thereof, the Board shall give written notice to such Owner, stating with particularity the work of maintenance or repair which the Board finds to be required and requesting that the same be carried out within a period of fifteen (15) days from the giving of such notice. In the event the Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board shall cause such work to be completed and shall assess the cost thereof to such Owner as an Enforcement Assessment in accordance with the procedures set forth in this Declaration.

**MONETARY PENALTIES:**

- U.1 Monetary penalties will be assessed to any unit, which is in violation of the Rules & Regulations after the owner has been given the opportunity to correct a violation. Failure or refusal to correct a violation or a reoccurrence of the violation will result in a minimum fine as set forth in the attached Exhibit "A." Repeat violations, which have resulted in fines previously, will be subject to doubled fines for each reoccurrence of violation.
- U.2 Fines are not levied as punishment, but are intended to act as a deterrent to those who do not obey the rules. Fines will only be levied when violators continue to abuse the rights of their fellow owners.

# LEASE RESTRICTIONS

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## WANIS VIEW ESTATES HOMEOWNERS ASSOCIATION

All Owners and occupants of properties within the Wanis View Estates Homeowners Association (“Association”) are bound to comply with the restrictions and requirements contained in the Association’s governing documents. The governing documents include, among others, the Association’s recorded Declaration of Covenants, Conditions and Restrictions, and any amendments and supplements thereto (collectively, “CC&Rs”) and any Rules and Regulations.

The CC&Rs at Article 3, Section 3.3.4 authorize the Board of Directors (“Board”) to adopt rules which govern matters that are in furtherance of the purposes of the Association and the restrictions contained in the CC&Rs. The lease restrictions contained in this document (“Lease Restrictions”) have been adopted in accordance with the authority granted to the Board under the provisions of the CC&Rs enumerated below and constitute enforceable operating rules of the Association with which all Owners, occupants and guests must comply.

**Section 7.1. RESIDENTIAL USE.** All Residential Lots within the Project shall be improved and used solely for single-family residential use; provided, however, that this provision shall not preclude any Owner from renting or leasing all of his or her Residential Lot by means of a written lease or rental agreement, which requires the lessee to comply with the provision of this Declaration and the Association Rules adopted by the Board. No Residential Lot shall be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other non-residential purposes...(CC&Rs, Article 7, Section 7.1.)

**Section 7.3. RENTAL OF RESIDENTIAL LOTS.** An Owner shall be entitled to rent the Owner's entire Residential Lot (but not a portion thereof) subject to the restrictions contained in this Declaration. Any lease agreement shall be in writing, shall provide that the lease is subject to this Declaration, the Bylaws, Articles and the Association Rules, and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. A copy of this Declaration shall be made available to each tenant by the Owner so renting. The Owner shall, at all times, be responsible for his or her tenant's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Residential Lot. A tenant shall have no obligation to the Association to pay assessments imposed by the Association nor shall any tenant have any voting rights in the Association. No Owner may rent a Residential Lot situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the Owner provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes. (CC&Rs, Article 7, Section 7.3.)

All undefined capitalized terms used in these Lease Restrictions shall have the meaning set forth in the CC&Rs and the other documents defined in the CC&Rs as the governing documents.

### **LEASE RESTRICTIONS**

**1. General Lease Requirements.** The agreement for rental or leasing of a Lot within the Association must: (a) be in writing, (b) provide that the terms of such lease shall be subject in all respects to the provisions of the Association’s governing documents and any applicable agreements between the Association and any of the Federal, State and Local governmental agencies, and (c) provide that any failure by the tenants (“Tenants”) to comply with the Association’s governing documents shall be a default under the lease.

- 2. No Partial Leases/Subleasing.** Any Owner who wishes to lease out his or her Lot must lease the entirety of the Lot (no leasing of individual rooms or portions of a Lot is permitted).
- 3. No Transient, Hotel or Commercial Purposes.** No Lot may be leased for transient, hotel or commercial purposes, which means a rental for a period of less than thirty (30) days or any rental whatsoever if the occupants of the Lot are provided customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and linen, and bellboy services.
- 4. Assessments.** Tenants shall have no obligation to the Association to pay Assessments imposed by the Association. Each Owner remains liable for the payment of such Assessments.
- 5. Owner's Liability & Additional Obligations.** The Owner of a leased or rented Lot shall be responsible for ensuring the Tenants' compliance with the Association's governing documents. The Owner shall additionally furnish the Board of Directors with the following information:
  - a.** The names of all Tenants currently residing in the leased Lot under a single lease agreement *and* copies of the registration cards for all vehicles belonging to the Tenants. Should the information contained in that list change, the Owner shall notify the Board within seven (7) days of the same and furnish the Board with an updated list.
  - b.** A statement certifying that the Lot will not be used for any commercial purpose or will be operated as any type of residential care or treatment facility, except as otherwise permitted by law.
- 6. Insurance.** Owners are responsible for ensuring that their Tenants maintain the appropriate renter's insurance in sufficient amounts to cover the cost of replacement of all such Tenants' personal property during the entire term of their respective lease agreements. The obligation of the Tenants to maintain renters' insurance in no way limits or replaces the insurance obligations of Owners under the governing documents. Since each insurance carrier may vary in policy, it is each Owner's responsibility to obtain the appropriate type of insurance for such Owner's Lot while it is leased and ensure that the form of such insurance, including all coverage amounts, complies with such Owner's obligations under the applicable governing documents. Depending on the insurance carrier, an Owner may be required to change their property insurance coverage to a commercial or other type of business policy as dictated by such Owner's individual insurance carrier. Neither the Association, nor the Association community manager, may advise you on such matters.
- 7. Enforcement.** Any Owner in violation of these Lease Restrictions will be subject to the enforcement process as outlined in the Association's governing documents. If the Board discovers a violation of these Lease Restrictions, action will be taken according to the Association's Rules Enforcement Policy. This includes the Board's right to invite an Owner to a violation hearing and to request said Owner to produce the aforementioned documents discussed at Section 5(a), including the lease agreement, list of Tenants' names and vehicle registration cards.

The success of this policy is imperative for the safety and well-being of every homeowner, resident, guest, and service person in the community.

## EXHIBIT A

### THE WANIS VIEW ESTATES HOMEOWNERS ASSOCIATION RULES ENFORCEMENT POLICY

The following procedure 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 violations discovered during walkthroughs 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 notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
2. If the violation continues, or if the response is otherwise unsatisfactory, the owner will receive a notice of 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 hearing date shall be at least five (5) days before the effective date of the monetary penalty. 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 written notice within fifteen (15) 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.

#### FINE SCHEDULE

Reasonable fines for the first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk or harm to person or property)	\$150.00
Use Restrictions	\$100.00
Vehicle and Parking Restrictions	\$100.00
Unauthorized Improvements to Property	\$100.00
Any Violation of the Bylaws, CC&R's or Rules & Regulations not specifically mentioned.	\$ 50.00

Fines shall be in addition to an assessment levied to reimburse the Association for expenses and costs. Fines for continuing or repeated violations may be increased in increments of double the amount of the original fine at the discretion of the Board. Four (4) or more violations assessed to a single lot/unit in any twelve (12) month period may result in an additional fine of up to \$100.00 at the discretion of the Board of Directors.