



**MURIETA  
OWNERS'  
ASSOCIATION**

**ASSOCIATION RULES**

*MURIETA OWNERS' ASSOCIATION'S RULES & GENERAL  
INFORMATION FOR OWNERS, RESIDENTS, VENDORS & GUESTS*

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## I. Introduction

Here at Murieta we have a well-established community with mature landscaping, various amenities and a diverse population. There are a number of teams and committees that work together to make this place a thriving community and strive to continuously make it a better living environment for everyone. As Owners and Tenants, we encourage you to get informed about our community's activities, privileges and responsibilities.

We offer an onsite HOA management staff that can help you get quickly acquainted with everything our community has to offer. Our website address is located at <http://murietahoa.org> and hosts a wealth of information such as our newsletters, Rules and Regulations and other official documents that govern our community. Along with the Association Rules contained in this document, Owners and Tenants alike must comply with the Association's Covenants, Conditions and Restrictions (CC&R's), and become well informed on safety procedures and general upkeep.

To be clear, Murieta is a condominium community and the living spaces are individually owned. Since the Murieta HOA is a collection of individually owned private condominium homes, all interior unit maintenance is the responsibility of the Owner/Tenant. Some important information that the Owner and Tenant, if applicable, must be aware of is identified below.

Lack of maintenance cannot only result in added expenses to you, but can cause dangerous conditions, damage, economic losses and inconvenience to you and your neighbors. Owners and Tenants can be held legally responsible for any action and/or inaction that may cause injury or incur costs. For example, if you neglect to replace your washing machine hoses and flood other units and/or the common area, you can expect to have to pay for any and all damages. It should be understood that your personal intentions have little to do with your liability. For example, if you are out of town and your stove shorts-circuits and causes a fire, you can be held responsible. A proper HO6, "walls in" condo liability insurance policy is suggested to protect yourself and others.

The following information will provide you with an overview of the Association Rules, general information, procedures and policies. Some of the information contained within this document can serve as a good starting point for you to create an Owner's/Tenant's maintenance checklist. This checklist is not meant to be an all-inclusive list, but should be used as a reference along with experience, common sense, common courtesy and a thorough review of laws, local ordinances, as well as Murieta's CC&R's and other governing documents. The Association Rules are supported by the CC&R's and are enforceable by the Board of Directors and HOA staff.

## II. Unit Interiors

### 1. Operation of Appliances

Laundry appliances, dishwashers, vacuum cleaners, trash compactors, garbage disposals, etc. shall not be operated between the Quiet Hours of 10 p.m. to 6 a.m. Television or stereo systems shall not be a noise nuisance to neighbors. The CC&Rs Section 3.4 expressly state that *“no Owner or other resident shall permit noise, sound(s) or sight(s) that would unreasonably disturb another’s enjoyment of his or her Unit and/or the Common Area”*. All requests to cease noise nuisances must be honored.

### 2. Washing Machine and Dryer Vent Maintenance

It is recommended that you annually inspect your washing machine’s hoses, valves, and water pans for leaks, damage, cracks or rust. Clean your washing machine lint catcher and dryer vent lint screen after each use. Replace any damaged appliance accessory immediately.

### 3. Kitchen and Bathroom Pipes and Connections

On a weekly basis, inspect underneath all of your sinks and around your toilet(s), tub shower and dishwasher as well as inspect all valves, water supply pipes, silicone, caulking, drains, garbage disposal, etc. Be on the lookout for any wet spots, leaks or stoppages.

### 4. Toilets, Sinks and Tubs

It is your responsibility to repair your unit’s toilets, sinks, tub and shower if they clog, malfunction, or overflow. All overflows should be reported at once to the Murieta HOA management staff to prevent or curtail any additional internal, common area and/or neighboring unit damage. Despite notifying the HOA management office, you may still be responsible for all damages and expenses incurred.

### 5. Water Heaters

Inspect your water heater quarterly. Specifically, inspect your water heater pan and valves for leaks, rust and any corrosion of the pan or pipes. Replace or repair your water heater if necessary.

### 6. Water Leaks

Water leaks can and do occur. Water leaks are the primary responsibility of each Owner/Tenant. They can take place inside your unit, in the plumbing behind your walls or, in the case of first-floor units, below the floors. They can also stem from your water heater or from the ceilings above. Owners and Tenants alike must be readily familiar with section IV. *Water Leak Emergency Procedures* referenced below.

## **7. Fireplaces**

If you have a fireplace and you use it, even if on a limited basis, you must hire a chimney sweep cleaning company to clean out the creosote on an *annual* basis. This company must contact the Murieta HOA management office to get access to the chimney. Failure to maintain a clean chimney can result in a fire.

## **8. Flooring**

Pursuant to the CC&Rs, all second and third floor units must have carpeting installed throughout the unit except for in the entry area, kitchen and bathroom(s). The dining area and hallway must be carpeted along with the rest of the unit. For further information, please see the CC&Rs, Article III: Restrictions & Use of Property, Section 3.13 Floor Coverings (approved by 78% membership and recorded with the Alameda County Clerk).

## **9. Fire Alarm Horns & Heat Sensors**

The Association will conduct mandatory annual testing of the fire alarm system and test the fire horns and heat sensors in each unit. During testing, access to all heat sensors in each unit is required. Owners that fail to grant access on their scheduled date of testing will be subject to fines. Failed devices will be repaired or replaced by the Association. Owners/Tenants must immediately report damage to any one of these devices. *You may not, at any time or for any length of time, remove, modify or tamper with the fire alarm horn or heat sensors in your unit.* This includes, but is not limited to, covering them with tape, paint or muffling them. Any action causing interference with the proper operation of fire alarm devices will result in an assessment for the full cost of diagnosing, repairing and restoring the fire alarm system. Any false alarm charges from the fire department linked to resident tampering will result in an assessment to the Owner for the full cost of the false alarm.

## **10. Smoke & Carbon Monoxide Detectors**

Each Owner must maintain, test, repair and replace the mandatory carbon monoxide detectors and smoke detectors inside their unit.

## **11. Pets & Pet Owners**

Pet owners are responsible for maintaining and cleaning-up after their pet. The Newark City Municipal Code 6.28.210 Ordinance is in effect on the Murieta HOA premises. Dogs may never be allowed to be off leash in building common areas or any part of the external premises. Owners shall not allow their pets to urinate on common area carpets, in fountain areas, entry areas or on building walls. Special Individual Assessments will be assessed to the unit Owner's assessment account for the cost of cleaning after resident pets. Pet food shall not be placed anywhere outside of the residential units including patios and balconies. Unattended pet food creates unpleasant odors and attracts wild or feral animals. Pet owners must ensure that their pets are not a nuisance to their neighbors. In the event of conflict, the Murieta CC&Rs require that the offending animal be removed from the property.

## III. Common Areas

### 1. Clubhouse, Pool, Hot Tub, Sauna and Weight Room Rules

The pools, hot tubs, saunas, showers, clubhouse restrooms and weight room are for Murieta resident use. Only two Guests per unit are allowed at these facilities and the hosting resident must be present at all times. *No one* under 16 years of age is permitted in these recreation areas without an accompanying resident adult. Proper and appropriate attire (bathing suits and swimming shorts) must be worn in these recreation areas at all times. Changing clothes in these areas is prohibited. Recreation area users must carry and show identification to Murieta staff and/or Board Members upon request. Posted rules in recreation areas are strictly enforced. The life preservers are to be used only in an emergency to save someone from drowning. They are not for recreation. In keeping with Newark City Ordinance Section 8.32.035(C) smoking is prohibited.

The recreation area key fobs allow access to restrooms, the weight room, saunas, pool areas, and the south clubhouse during recreation hours. Recreation area key fobs are limited to one per unit. Recreational area use is a privilege reserved for residents in good standing and is revocable for HOA violations.

Radios, smart phones, tablets, stereo systems, or other forms of electronics may not be played on speaker mode in the weight room as this is a shared common area and sounds from these electronics can be considered a noise nuisance to others. Headphones must be used with electronics at all times. Violating this rule can result in having your key fob privileges revoked and/or monetary penalty assessments.

### 2. Clubhouse Rental and Usage

The clubhouses may be rented only to Owners in good standing. Unit Tenants wishing to rent a clubhouse must do so via their landlord. A rental fee of \$50.00 must be paid for use of the clubhouse (which includes janitorial services to clean the bathrooms and floors). Any additional time necessary to clean the facilities beyond one hour, will require the renting Owner to pay an additional fee. Owners are responsible for the actions of their Tenants and Guests and shall hold the Association harmless from, and defend the Association against, any and all claims or liability for any injury, damage to any person or property whatsoever when such injury or damage is caused in whole or in part by the act, neglect or fault of the Owner, his/her Tenants, Agents, Employees or Guests. No alcoholic beverages are to be served or consumed on the premises. All parties must be out by 7 P.M. Sundays through Thursdays with clean-up completed by 8 P.M. On Fridays and Saturdays all parties must be out by 9 P.M. and clean-up completed by 10 P.M. Clean up includes but is not limited to turning off all lights and HVAC equipment. The Owner/Renter assumes a \$100 per hour fee thereafter. The clubhouse key, if borrowed, must be returned the following business day or the Owner/Renter assumes a daily \$50 rental fee until the key is returned. An assessment will be levied against the Owner/Renter for any damage to the clubhouse or surrounding areas. CC&R violations will be assessed as follows: Littering: \$100, parking violations: \$200/vehicle, gates/doors propped open: \$100 per gate and/or door. Any outside items/equipment or entertainment brought in for the purpose of the party or event must have the prior approval of the Board of Directors or the Owner/Renter assumes a potential \$300 assessment. The clubhouse rental does not

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include the pool area. Clubhouse Guests do not have the right to use the swimming pools, saunas or hot tubs.

### **3. Hallways, Stairwells, Elevators and Recreation Areas**

Hallways, stairwells and elevators are common area passageways, and are not play or recreation areas for people or pets. Loitering, playing or other forms of recreation in the hallways, stairwells and common area balconies is prohibited. Running, shouting, blocking foot traffic and excess noise in the aforementioned common areas will result in an assessment. In keeping with Newark City Ordinance Section 8.32.035(C) smoking is prohibited in lobbies, hallways, elevators, stairwells and staircases as well as in all recreation areas (both internal and external). Hallways shall not be blocked or obstructed for any reason at any time. Leaving shopping carts, diaper pails and/or any other items in the hallway is prohibited; this is a safety hazard and an encroachment upon the common area. Trash bags shall not be left outside unit doorways. Residents leaving items in the hallways, stairwells and elevators will be charged for the cost of removal plus an assessment. Locking elevators at floors for moving items in or out of units, or for any other reason, is prohibited as it can damage the elevator's functionality. Costs to repair damaged common areas will be charged back to the responsible unit Owner. Littering on the Murieta HOA common areas is prohibited. Violators are subject to fines.

Doorbell cameras and smart locks must be pre-approved by the Board of Directors prior to installation. Owners must submit to the Board, via the HOA management office, a written request with a product description of the item they wish to install outside of their units. Unapproved cameras and locks are subject to removal, removal fees and violation assessments.

### **4. Common Area Hose Bibs and Electrical Outlets**

Common area electrical outlets, water bibs and valves are for the use of Murieta staff and vendors. Unit Owners and residents are not authorized to use these utilities.

### **5. Dumpster Enclosures, Trash and Recycling**

Garbage dumpsters and recycling containers are meant for everyday household waste generated from within individual Murieta HOA units and common areas. Garbage shall not be brought in from outside the Murieta complex and placed in Murieta dumpsters or recycling containers. Recyclables must be placed in recycle containers, and non-recyclable trash in garbage dumpsters. Both types of bins are appropriately and clearly labeled. Placing recyclables in garbage dumpsters and placing trash in recycle containers is prohibited and may be subject to fines for bin contamination.

Garbage must be placed inside available dumpsters. Owners and Tenants must compact their garbage and break down cardboard boxes before placing them in their respective containers. Do not leave garbage outside the dumpsters or allow it to overflow over the brim. Other dumpsters are available if the closest dumpster is full. Leaving waste outside the dumpster is a health and safety hazard because it attracts animals and exposes residents and staff to possible injury. It is illegal to use dumpsters to dispose of hazardous materials such as: paint, flammable items, explosives, noxious substances, biological waste, hot



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BBQ coals, and hot fireplace embers. Unflocked Christmas trees (Christmas trees without fake snow) must be disposed in the specially provided tree bin at the end of December through early January (please see the December newsletter for specific dates of availability). For further information on waste disposal requirements, please refer to the list provided by the current waste management provider or check with the HOA management office.

The removal of furniture, mattresses and appliances, such as ranges, ovens, washing machines, and other bulky items, must be appropriately coordinated by the resident disposing of such items. These items shall not be left in, or near, the dumpsters or anywhere on the Murieta premises. The Murieta HOA ultimately passes the cost of disposing of bulky item waste to Owners via HOA dues. The average cost removing each item can range from \$100-\$300. Residents caught dumping bulky item waste will cause the HOA to initiate an Owner hearing and eventually a fine and an assessment for the cost incurred in removing the bulky waste.

## **6. Architectural Compliance & Patios and Balconies**

All window coverings must comply with the CC&R's; they must be white or off-white when viewed from the exterior of the building. All exterior paint, including on individual unit fencing, lattices and blinds, must be consistent with the Murieta color scheme. No upholstered furniture (stuffed chairs, sofas, etc.) is permitted on individual unit patio and balcony areas. Patio and balcony furniture is limited to furniture meant for home exteriors such as teak furniture. These areas shall not be used for storage of appliances, home furnishings, boxes, or any other household articles, nor for the airing out or drying of clothing, linens, bedding items and mats.

While balconies and patios are for exclusive use, they are exclusive use common areas and Owners must adhere to the CC&Rs and the Association Rules. Owners and Tenants shall not plant new trees without prior Board consent. Previously authorized trees in patios must be properly maintained by the Owner at the Owner's expense. The Board of Directors may require existing patio trees to be removed if they pose a safety risk or a nuisance.

All patio and balcony stucco, metal and wood surfaces are common areas. No person may violate the integrity of these surfaces. Nothing shall be installed, attached, drilled, screwed, or nailed into these surfaces without prior Board approval. This includes, but is not limited to: hooks, nails, screws, and seasonal and year-round decorative lighting. The Board may require violating Owners to remove any and all unauthorized attached items, and may make any necessary repairs to these common areas at the Owner's expense. Potted plants in these areas must be maintained. Dead flowers or plants must be removed from patios and balconies. Each potted plant must have a proper water pan for water overflow. Plants shall not be placed on patio fences and must never be hung over balcony railings. Damage to the common areas due to water overflow, including dry rot and rust, will result in a Special Individual Assessment to the Owner's account in the amount of the cost to repair the damage.

Flammable substances such as paint, gasoline, newspapers, plastic bags, paint thinner, etc. shall not be kept on patios and balconies or stored in the water heater closet or storage utility area. **THIS IS A FIRE HAZARD.** When sweeping, mopping, hosing-down your

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patio or balcony, or watering your plants, please be mindful of the impact to your neighbors above, below and to either side of you. When using HOA-approved BBQs, please be mindful of your neighbors so that smoke and fumes do not impact their units. Never leave a lit BBQ grill or hibachi unattended.

If used balcony railing covers must be built and installed by the Murieta HOA staff at the unit Owner's expense; current costs and options may be obtained from the HOA management office. Owners with units facing the exterior of the complex are permitted either a lattice with an optional clear plastic backing or solid wooden backing. Owners with units facing the interior courtyards are only permitted to install a lattice with the optional clear plastic backing but not a solid wooden backing. Lattices must be painted to match the HOA complex's trim color, and solid wooden backings must match the HOA complex's building color. The HOA management office can and will inspect railing covers as needed to ensure safety and compliance.

## **7. Security**

Do not admit anyone into the Murieta premises unless you know them to be a Murieta resident. Keep all doors and gates closed and latched at all times. Building access doors, stairwell doors, unit and elevator doors, as well as gates, shall never be propped or kept open for any reason at any time. Anyone compromising the building and grounds' security will be assessed and held responsible for any and all injuries and/or damages resulting from the security breach.

Residents will be held responsible for the actions of their Guests, including contractors, on the Murieta premises. Residents are requested to report any unusual or suspicious circumstances to the police and then to the Murieta HOA staff immediately.

## **8. Fire Prevention System**

Keeping unit front doors and stairwell doors closed maintains the integrity of the fire prevention system of the buildings. Leaving these doors open is prohibited and violators will be assessed fines until the violation is corrected.

# **IV. Water Leak Emergency Procedures**

## **1. When a Water Leak Occurs, Turn Off the Water**

If there is a leak, immediately turn off the shut-off valve. There is one shut-off valve for each toilet, sink and washing machine. There is an isolated water line shut-off valve for your dishwasher, water heater and refrigerator. If your shut-off valve fails, or there is a water heater leak, or other major water leak, turn off the main water shut-off valve. The main shut-off valve for your unit is shared with the units above and/or below yours and is located outside the patio of the first floor unit. It has a red lever.

## **2. Notify Affected Owners**

Notify all unit Owners that are affected by the leak or will be affected by shutting off the main water valve. If you cannot reach them directly, leave notes on their doors with your

contact information and an estimate of how long the water will be off. Keep in mind that you may need to coordinate with affected Owners for plumbing access. This is not the Association's responsibility. Therefore, it is highly recommended that you have contact information for the unit Owners in your stack in case of emergencies. It is best to have any potential water damage addressed right away. Delayed water damage remediation and repair can exponentially increase repair costs and result in unsalvageable flooring, collapsed ceilings, mildew, mold, and other damages, and may be deemed to be negligent.

### **3. Call a Plumber**

Contact a licensed plumber of your choice to repair the leak. Owners must take immediate action to mitigate damages. Keep in mind that you may have to work in conjunction with the Owners of the units above and/or below yours. Plumbers may need to access each unit on your stack. Check with the plumber at the first point of contact to find out whether this will be necessary. The Association can provide a list of licensed plumbers that are familiar with Murieta HOA, our location, how to gain access to the property, how the plumbing works in the buildings, etc. The Association is not responsible for any individual unit's plumbing or plumbing repairs.

### **4. Notify the Murieta HOA Management Office**

The HOA management office may assist you in contacting other Owners and/or their emergency contacts. The Association will respond to any common area damages including, but not limited to: sub-floors, ceilings, walls, etc. If the HOA management office is closed, leave a message at: (510) 683-8794. Please visit: [www.MurietaHOA.org](http://www.MurietaHOA.org) to find a listing of current office hours.

### **5. Contact Your Home Insurance Company**

Owners causing or having damage in their unit need to notify their own home insurance company. Though each unit Owner is responsible for their own maintenance (paint, flooring, personal property, etc.), and the Association is responsible for the common areas, if the source of the damage originated from within your unit, the cost of damages, remediation and repairs may be your responsibility per the CC&Rs. Also per the CC&R's, damages from common area pipes to individual units are not covered by the Association.

### **6. Water Remediation**

If you are aware of any water damage to the common areas or other units caused by the leak, you will want to ensure that a water remediation company is responding. Your home insurance agent or claim's agent can advise you on what vendors to use. The Association can also provide you with information on remediation services providers.

### **7. Resolving the Costs of Damages – Point of Origin**

Either directly or through insurance companies, Owners need to work together to make all leak related repairs. The Owner responsible for the repair costs is based on the leak's point of origin. If it originated from within your unit, you are responsible for all repair costs incurred. If losses are not covered by your insurance company and not resolved with your

neighbors, they can seek remedy through small claims court or a legal suit. The Association will send you a notice, hold a Hearing, and bill any common area repair costs to the responsible Owner's assessment account. These Special Individual Assessments are subject to the Association's published collection policy.

## V. Parking & Vehicles

### 1. General Parking Rules

Vehicles parked anywhere on Murieta's premises, other than in their designated spaces, will be towed at the Owner's expense without notice. Vehicles shall not be parked *backed-in*. Vehicles must be parked front first. Vehicles shall not be parked anywhere on the Murieta property at any time if they contain flammable, explosive, hazardous and/or noxious substances. All vehicles must be properly parked within the confines of the designated parking space lines and/or curbs. Vehicles must not obstruct traffic flow. Repairs to vehicles are strictly prohibited on Murieta property. Repairs include, but are not limited to, oil changes, engine cleaning and other general maintenance.

Please note: the City of Newark enforces the "No Parking" restriction on Cedar & Stevenson Boulevards adjacent to the Murieta complex.

### 2. Resident Parking Spaces

Resident parking spaces are specifically for the parking of vehicles but are not vehicle storage spaces. Resident parking spaces shall not be used to store other items. All vehicles on the Murieta premises must be fully operational and legally registered with the California DMV. If a vehicle is not fully operational it may be subject to towing.

Additionally, all resident vehicles *must* be registered with the Murieta HOA management office and display a Murieta parking sticker on the lower left side of the rear windshield. Registering your vehicle with the HOA management office is free and takes only a few minutes. To register your vehicle, bring your driver's license and a valid vehicle registration card. Upon request, visiting non-resident Owners must satisfactorily prove that their vehicle is registered to an offsite address to the Board of Directors in order to waive the parking sticker requirement.

If your vehicle leaks fluids, you will be charged for the clean-up and repair of any damage to the asphalt surface. Leaks *can and do* cause damage to asphalt surfaces and represent a health and safety hazard.

### 3. Guest Parking

Guest Parking use is limited to non-resident vehicles. Residents may only use Guest Parking for up to 30 minutes with the emergency lights on for: 1) dropping-off physically disabled people and 2) for loading or unloading their vehicles. Resident vehicles parked in Guest Parking spaces on any other basis may be subject to towing and the unit Owner subject to an assessment. All vehicles parked in Guest Parking between 2 a.m. and 6 a.m., not displaying a valid Guest Parking Placard, may be towed at the Owner's expense without notice.

*Guest Parking Placards are never valid for resident vehicles.* One Guest Parking Placard is available per unit and should have been provided to the Owner during the purchase of the unit. Guest Parking Placard replacements may be obtained by the current resident of the unit upon presentation of proof of residency and payment of the replacement fee. All Guest Parking Placards remain at all times the property of the Murieta Owners' Association and must be surrendered upon request. Misuse or abuse of a Guest Parking Placard may result in its confiscation without compensation.

Guest Parking spaces are limited. Except for emergencies, each unit is limited to a maximum of 25 Guest Parking days per year. A Guest Parking Placard does not guarantee that a parking space will be available. Guest Parking is available on a "first come first served" basis. Residents are responsible for the parking violations of their Guests.

#### **4. Speed Limit and Driving Regulations**

The maximum speed limit anywhere on Murieta property is 8 miles per hour and is strictly enforced. Please drive with caution especially at night and at the terminus of the main entrance aisles.

Please obey all posted signage including the "Stop" signs in the Murieta complex. Please be aware of the entrance driveway markings; one side is for entry and the other for exiting. Please follow the driveway arrows and make complete stops where indicated. **DO NOT STOP** your vehicle at the main entryway at Cedar Blvd & Mowry School Rd as you may block traffic at this intersection and cause an accident.

## **VI. Renting or Selling Your Unit**

### **1. If You Plan to Rent Your Unit**

Owners must first obtain authorization to rent. See CC&R's Article III, Section 3.2 (i) Authority to Lease for detailed information. Authorized rental unit Owners shall attach to their lease/rental agreement a copy of the Association's official and unmodified *Rider to Lease Agreement*. Both the Owner and the Tenant shall fully complete, sign and submit the *Rider to Lease Agreement* to the HOA management office. The Owner must notify the HOA management office in writing 30 days in advance of 1) commencing a lease, 2) terminating a lease, 3) having the unit newly occupied, and 4) having the unit vacated. In the 30 day written notice for terminating a lease, the unit Owner shall include the last day of occupancy of any Tenant. Failure to provide proper notice is subject to a non-compliance assessment.

Any activity by a Tenant that results in use of HOA management office time will result in a charge back to the unit's Owner. The HOA management office's primary function is to maintain common areas. Office Staff cannot perform property management services for privately owned units. Landlords must hire private property managers to service their individual Tenants' needs, such as interior unit repairs if they are so required. Landlords must also keep current and accurate contact information for themselves, Tenants and every property manager with the HOA management office.

The unit Owner is responsible to obtain and provide all HOA information, including but not limited to CC&Rs, Rules and policies to their Tenants, and is responsible for their Tenants' compliance. Owners will be held fully responsible for any and all actions, inactions, negligence, damage, violations of rules, policies and CC&R's by their Tenants even when any of the aforementioned results from ignorance, and misinformation, or is without any malicious intent. These violations, and any costs incurred, will be assessed against the unit and charged to the landlord-Owner. To prevent consequential and/or collateral damage to common areas and/or other units, the HOA management office may provide emergency services in cases involving health and safety, crimes in progress, water damage in progress and similar matters to Owners renting out their unit. The cost of providing these services will be charged to the landlord-Owner. Only one "For Rent" sign may be placed inside the unit window. "For Rent" signs shall not be installed or placed anywhere on common area.

## **2. If You Plan to Sell Your Unit**

Please notify the HOA management office of your intent to sell. The HOA management office will cooperate with the unit Owner, resident, real estate agents, escrow company, and prospective buyers in providing information. Unit Owners must notify listing agents that lock boxes may *only* be placed on the rebar located on the exterior of the lobby door entrance where the unit is located. Improperly placed lock boxes will be removed without notice, and the selling Owner will be assessed a violation. Only one "For Sale" sign may be placed inside the unit window. "For Sale" signs shall not be installed or placed anywhere on common area. Improperly installed signs will be removed without notice.

## **VII. Enforcement of Governing Documents**

The following discipline policy and Schedule of Monetary Penalties was adopted by the Board of Directors of the Association on October 29, 2007, for the enforcement of the Association's Governing Documents, including, but not limited to, the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Amended and Restated Bylaws ("Bylaws") and Rules. This policy is part of the governing documents of the Association. The Board's authority to adopt this Policy and Schedule of Monetary Penalties is set forth in Sections 4.6(a)(ii)(E) and 14.6(b) of the CC&Rs. This Policy shall supersede any previous policy or rule covering the same subject matters.

This Policy does not apply to delinquent assessments, which shall be governed by the provisions of the Association's governing documents and such policies relating to delinquent assessments as the Board has adopted or may adopt. Also, this policy does not cover repair or replacement of Common Area or Common Facilities damaged by an Owner or such Owner's family, Tenants, Guests or Invitees. The cost of all such damage shall be assessed against the Owner through a Special Individual Assessment pursuant to Article V, Section 5.4(a)(i). However, such damage may also give rise to a fine or other penalty against the responsible Owner pursuant to this policy.

- 1. First Offense:** A notice of violation/non-compliance will be mailed to the noncomplying Owner describing the violation or non-compliance and, if the violation/noncompliance is continuing, requesting that the violation/non-compliance be corrected within a specified time.

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2. **Ongoing Violation:** Any violation and/or non-compliance that is not corrected within the deadline set forth in the Association's notice to the Owner as described above will be considered an ongoing violation.
3. **Repeat Offenses:** If, within a twelve (12) month period following the Association's determination and notice of a first offense, the same Owner(s) are determined by the Association to be in non-compliance and/or violation of the same provision of the Association's governing documents, the Association has the right and ability to treat the violation/non-compliance as a continuation of the previous violation (hereinafter "repeat offense").
4. **Clubhouse Usage Violation:** Any violation of the Clubhouse Usage Agreement shall be considered a special violation not subject to the initial courtesy notice described in Paragraph 1 above. Any and all such violations shall be subject to a monetary penalty as provided in the Schedule of Monetary Penalties below.
5. **Obtaining Member Compliance:**
  - (a) **Loss of Membership Rights:** The Board may suspend a Member's voting rights or the right to use the Common Area Facilities for any ongoing violation or repeated offense.
  - (b) **Monetary Penalties:** The Unit Owner(s) may be fined for each day (or part of a day) that the ongoing violation or repeat offense is not corrected. If a fine is imposed by the Association, the amount of the fine shall be in accordance with the Schedule of Monetary Penalties below.
  - (c) **Referral to Counsel:** The Association may, in the Board's discretion, refer ongoing violations or repeat offenses to the Association's legal counsel for further handling. Legal counsel's response may include further warning letters and/or commencement of a lawsuit for money damages and/or injunctive relief and/or declaratory relief.
  - (d) **Reimbursement of Costs:** In addition to any monetary penalty imposed after the hearing procedure required by subpart (e) below, the Association has the right to recover from the responsible Unit Owner(s) the costs incurred by the Association in gaining the Owner's compliance with the Governing Documents, including the cost of the Association's legal counsel.
  - (e) **Hearings:** Pursuant to Civil Code Section 1363(h) and Section 14.6(f) of the Association's CC&Rs, no discipline involving suspension of membership rights and/or a monetary penalty may be imposed against a Member until the Member has been given an opportunity to appear and be heard at a meeting of the Board concerning the proposed discipline. The Board shall notify the Member at least 10 days prior to the meeting at which disciplinary action will be considered. The notice to the Member shall include the date, time and place of the meeting, the nature

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of the alleged violation for which discipline is being considered, and a statement that the Member may attend and has a right to address the Board at the meeting. If the Board imposes discipline on the Member, the Board shall provide a written notification of the disciplinary action by either personal delivery or first-class mail to the member within 15 days following the action. If requested by the Member being disciplined, the Board shall conduct the meeting in executive session, and the Member shall be entitled to attend the executive session.

6. **Violations by Tenants:** If an Owner's Tenant is responsible for the ongoing violation and/or repeat offense, that Tenant shall have the following rights: (a) the right to receive copies of correspondence from the Association concerning the violation(s); and (b) the right to attend any hearing on the violation(s). However, the Unit Owner(s) shall remain primarily responsible for correcting any violation of the governing documents and may be disciplined for failing to do so, even if such violations resulted from the action or inaction of his or her Tenants.
7. **Violation of Rental Restriction Policy:** In the event any unit is rented in violation of the rental restrictions the Board will suspend a Member's voting rights, suspend the right of the unit to use the Common Area Facilities, refuse use of the recreational facilities, disable use of the front door directory system, and pursue any other such remedies that are deemed appropriate by the Board and available in law or in equity. This includes assessing Member for a Continuing Offense subject to a monetary penalty as provided in the Schedule of Monetary Penalties below.
8. **"Meet and Confer" Procedure:** At the written request of a member, the Board or a representative of the Board shall meet informally with the member to discuss any dispute regarding an alleged violation of the governing documents. This process of informal dispute resolution shall be conducted in accordance with Civil Code Section 1363.850 or any policy of Internal Dispute Resolution adopted by the Board that is not inconsistent with Civil Code Section 1363.850. This "Meet and Confer" process may, at the discretion of the Board, be conducted concurrently with the disciplinary hearing described in Subpart (e) above or as a separate event.
9. **Alternative Dispute Resolution:** In compliance with Civil Code Sections 1369.510 – 1369.590, the Association and non-complying Owner(s) may agree to submit any alleged violation/enforcement matter to Alternative Dispute Resolution ("ADR") consisting of either mediation or arbitration. The parties to the ADR shall equally share any costs of the ADR unless costs for the ADR are allocated in some other manner pursuant to a written agreement signed by all parties to the ADR.
10. **Reimbursement Assessments:** The Board, after notice and hearing as required under subsection 5(e) above, may levy a Special Individual Assessment pursuant to Article V, Section 5.4 of the CC&Rs against an Owner and such Owner's Unit to recover costs incurred by the Association in obtaining such Owner's compliance with the Governing Documents, including costs of repair, replacement, cleanup and enforcement. However, the Special Individual Assessment shall not include a



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monetary penalty imposed pursuant to subsection 5(b) above. If the Owner(s) fail to timely pay the Reimbursement Assessment, the Association may proceed with collection of the unpaid Reimbursement Assessment in accordance with the Association's delinquent assessment collection policy and California law including the initiation of foreclosure proceedings.

**11. Architectural Violations:** If an Owner fails to correct any architectural violation(s) with the time specified by the Association, the Association may, in its discretion, correct the architectural violation and assess the Owner of the Unit with the costs of correcting the architectural violation.

**12. General Intent of Association's Disciplinary Rules and Procedures:** It is the general intent of the Association that any and all fines and/or other penalties imposed on Members be reasonable in relation to the particular offense, yet sufficient to act as a deterrent. It is reasonable for the severity of the penalty and/or the amount of the fine to increase for repeat offenses by the same Member (or Tenant). In no case shall the Board impose a fine or penalty for any specified offense or violation that is greater than the fine or penalty set forth in the Association's Schedule of Monetary Penalties. All fines or other discipline shall be in addition to any costs, attorneys' fees and/or other expenses that the Association is otherwise entitled to recover from the Member as a result of the Member's (or Tenant's) violation/actions. However, the Board may, in its discretion, waive and/or suspend the imposition of any fine, penalty, recoverable costs, attorneys' fees, or other expenses (or any part thereof) as the Board determines is appropriate.

## VIII. Schedule of Monetary Penalties

Following a hearing before the Board (or a committee appointed by the Board) pursuant to the governing documents (CC&Rs, Bylaws, Rules and policies) of the Murieta Owners' Association and as required by California Law, the Board of Directors may impose the following monetary penalties for violation of the Association's governing documents:

### 1. Penalties for General Violations of the Governing Documents:

- (a) Initial Violation following receipt of warning letter is \$25.00;
- (b) Repeat Offenses (violation of same restriction more than once during a twelve month period) is 200% of last monetary penalty for the same offense; and
- (c) Continuing Offenses are \$25.00 per day for each day the violation continues after *Notice to Cease* from Board.

### 2. Penalties for Clubhouse Usage Violations:

- (a) Littering in and around the clubhouses is \$100;

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- (b) Parking violations by persons attending a clubhouse function are \$200 per vehicle per function;
- (c) Gates/doors propped open are \$100 per gate or door; and
- (d) Use of unauthorized items or entertainment is \$300 each.

### **3. Penalties for Other Violations:**

- (a) Contamination of Dumpsters and/or Recycle Bins is \$250;
- (b) Damaging or staining Common Area Carpets is \$150;
- (c) Removing or tampering with Fire Life Safety Devices is \$100;
- (d) Littering in Common Areas is \$100; and
- (e) Guest Parking Violations are \$50 each.