

# **BELVISTA COMMUNITY ASSOCIATION**

## **COMMUNITY GUIDELINES**

Adopted: November 15, 2012  
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**BelVista Community Association**  
**Community Guidelines**  
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# **BELVISTA COMMUNITY ASSOCIATION**

## **I. MEMBERSHIP INFORMATION**

The BelVista Community Association a California Non-Profit Corporation offers many advantages to the homebuyer. In order to protect and preserve these benefits, certain limitations and restrictions are placed on members of the Community Association.

The Community Association is a California Non-Profit Corporation consisting of those owners of condominiums within the ultimate boundaries of The BelVista Community Association (Property).

The purpose of the Community Association is to ensure that the common area and future facilities will be maintained in an attractive manner and will be available for the enjoyment of all members. Your automatic membership in the Community Association provides a membership base to share the costs of maintaining the community.

The following Community Guidelines have been developed with consideration given to providing each member with the greatest enjoyment of the amenities without infringing on other members and their rights to quiet enjoyment of their homes and community.

Although these Community Guidelines support the CC&Rs, they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully.

## II. GENERAL GUIDELINES

### A. COMMON AREA GUIDELINES

1. Littering of the common area is not permitted.
2. The Community Association is responsible for maintaining the common area shown on Exhibit D of the CC&R's, including paving, landscape, irrigation, drainage, common lighting and other Improvements originally installed by the Declarant, and any other portions or additional common area designated for Community Association maintenance.
3. The Community Association is responsible for maintaining the parking areas designated in Exhibit D of the CC&R's, and any other shared parking designated for Community association maintenance.
4. No owner shall have any right whatsoever to make any change or improvements or damage the Community Association property without prior written authorization from the Community Association.
5. Each condominium shall be used as a dwelling for a single family and for no other purpose.
6. Each owner shall be liable to the Community Association and the other owners for any damages to any of the Community Association property that may be sustained by reason of the negligence of that owner, the owner's family members, contract purchasers, tenants, guests or invitees.
7. No unsightly articles shall be permitted to remain on any portion of a condominium project so as to be visible from any other portion of the Property.
8. Refuse, garbage and trash shall be kept from public view at all times. Trash shall be placed in covered, sanitary containers of good condition (provided by waste management company) and such container may be exposed to the view of neighboring homeowners only when set out for collection for a reasonable period of time (not to exceed 12 hours before or after scheduled collection times).
9. The Community Association is subject to all Federal, State and Local requirements of the Federal Clean Water Act. The County of Riverside has adopted a Storm Water Pollution Prevention Plan ("SWPPP") for the Community to reduce the discharge of pollutants to storm water facilities. The SWPPP for the Neighborhood may impose so-called best management practices ("BMP's") to regulated pollutant discharge by Owners. The Community Association and each Owner shall comply with the SWPPP and all applicable. Under no circumstances shall any dirt, chemicals, fertilizers or other contaminants be washed directly into any storm drain that flows to the ocean.

### B. BUSINESS AND COMMERCIAL ACTIVITIES

1. No owner or other occupant of the community may undertake any activity on any lot or condominium or on any portion of the Community Association common area for business or commercial purposes. Such activities are prohibited whether they are engaged in full-time or part-time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed.  
**Exceptions include the following:**
  - a) The hiring of employees or contractors to provide maintenance, construction or repair of any Improvement consistent with the CC&Rs.
  - b) Declarant or Neighborhood Builder for which the right has been reserved to under Article XV of the CC&R's. .
  - c) The operation of small home-based service business that comply with

the following:

- d) The operator of the business lives in the Condominium on a permanent, full time basis.
  - e) When conducted in the community, business activities take place solely inside the condominium.
  - f) The activity complies with all laws, regulations and ordinances applicable to the community, including zoning, health and licensing requirements.
  - g) The activity otherwise complies with the CC&Rs and is consistent with the residential character of the community.
  - h) The operator of the business does not post signage anywhere in the community.
  - i) There is no visible evidence in the community of activity.
  - j) The activity does not generate noise or odors that are apparent outside the condominium.
  - k) The business does not increase the Community Association's liability or casualty insurance obligation or premium.
  - l) The provision of in-home health care or assisted-living services to any resident of the community.
2. The provision of family home child care services as defined in Health and Safety Code Section 1597.40 et seq. so long as such services comply with all applicable zoning requirements and state law.

### **C. NUISANCES, NUISANCE DEVICES and NUISANCE ACTIVITIES**

1. Any noxious or offensive activities are prohibited in the community and on any public street abutting or visible from the community.
2. Nuisance devices may not be kept or operated in the community or on any public street abutting the community, or exposed to the view of other lots, condominiums or Community Association common area. Nuisance devices include the following:
  - a) All horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a condominium or a vehicle and its contents).
  - b) Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and prohibited vehicles (defined below).
    1. Devices that create or emit loud noises or noxious odors.
    2. Construction or demolition waste containers (except as permitted in writing by the Design Review Committee).
    3. Devices that unreasonably interfere with television or radio reception to a condominium.
    4. Plants or seeds infected with noxious insects or plant disease.
    5. The presence of any other thing in the community which may 1) increase the rate of insurance in the Community, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other owners or the Community Association, 4) violate any law or provisions of the Community Association CC&Rs or Community Guidelines, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.
  - c) Nuisance activities may not be undertaken in the community or on any public street abutting the community or exposed to the view of other lots, condominiums or Community Association common area, without the Board's prior written approval. Nuisance activities include the

following:

1. Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from other condominiums (and Lots, if applicable), Community Association common area or public streets.
2. The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, or live music performance.
3. Repair or maintenance of vehicles or mechanical equipment, except in a closed garage or rear yard screened from view by other condominiums (and lots if applicable) or Community Association common area.
4. Outdoor fires except on barbeque grills and fire pits designed and used in such manner that they do not create a fire hazard.
5. Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Design Review Committee.
6. Any activity which may 1) increase the rate of insurance in the community, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other owners or the Community Association, 4) violate any law or provisions of the Community Association CC&Rs or Community Guidelines, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

#### **D. SIGN GUIDELINES**

1. Subject to The posting or displaying of noncommercial signs, banners, posters or flags within the lot or condominium or from the yard, window, door, balcony or outside wall of a lot or condominium is permissible using the following guidelines:
  - a) Signs but cannot be larger than 9 square feet
  - b) Flags and banners may be no larger than 15 square feet.
  - c) Signs may be made of paper, cardboard, cloth, plastic or fabric.
  - d) Signs may not be made of lights, roofing, siding, paving materials, flora, balloons or similar materials and owners cannot paint signs on the exterior surfaces of the complex.
  - e) Signs may be prohibited as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.
2. If at any time in the future, the Board adopts a policy to provide standard "FOR SALE" or "FOR RENT" signs for the use of owners, only those standard sign(s) shall be used. Otherwise, the following criteria apply to "FOR SALE" signs:
  - a) All signs for the purpose of selling a condominium must be of customary design and reasonable dimensions, which shall not exceed eighteen (18) by (30) inches in size, provided the sign is promptly removed at the close of the resale escrow or the lease or upon the owner's withdrawal of the condominium from the resale or lease market.
  - b) The number of signs on any lot shall not exceed one (1) sign.
  - c) No signs shall be placed on Community Association property, which includes, and may not be limited to, landscaping, median islands, parkways, poles and buildings.
  - d) An owner may display on his/her lot or on real property owned by

others with their consent, signs of reasonable dimensions and design, which are reasonably located, and which advertise the property for sale or lease.

3. Open House signage on Community Association property:
  - a) Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Condominiums, must use a standard sign to conform as follows: (1) no larger than 10" x 30", and (2) the words "OPEN HOUSE".
  - b) Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner will be allowed. (i.e. if there is more than one open house heading in the same direction, there will still be only one OPEN HOUSE sign used as a directional to the open houses.)
  - c) No riders or flags are permitted.
  - d) The Community Association will summarily remove signs not complying with the Community Guidelines.
  - e) Subject to Civil Code Section 712 and 713, and 1353.6 no sign, advertising device or other display of any kind shall be displayed in the community or on any public street in or abutting the community except for the following:
    - f) Entry monuments, community identification signs and traffic or parking control signs maintained by the Community Association,
    - g) For each condominium (and lot if applicable), one (1) nameplate or address identification sign which complies with Design Review Committee Guidelines.
    - h) Signs of any size or configuration used by Declarant or the Guest Builders in connection with the development of the community and the sale, lease or other disposition of lots, condominiums and the annexable area.

#### **E. PARKING AND VEHICULAR GUIDELINES**

1. No parking zones will be identified by signs and/or red-painted curbs. Vehicles parked in these no parking zones may be towed immediately without advance notice to vehicle owners.
2. The applicable public agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any public streets contained within the Property.
3. Motor scooters and motorbikes are subject to Vehicle Code restrictions and are limited to travel on public streets (i.e., both driver and motor bike must be licensed).
4. An owner may park any standard passenger vehicle (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) in any portion of the Property subject to restrictions. The vehicle shall not extend into a sidewalk or beyond the curb line, or impede access over any street.
5. The following vehicles are Restricted vehicles: (i) recreational vehicles (including but not limited to motor homes, travel trailers, camper vans and watercraft), (ii) large commercial-type vehicles (including pick-up trucks having a payload capacity in excess of one ton, stake-bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (iii) vehicles designed to accommodate more than ten (10) people, (iv) vehicles having more than two (2) axles, (v) trailers, inoperable vehicles or parts of vehicles, (vi) aircraft, (vii) other similar vehicles, or (viii) any vehicle or vehicular

equipment deemed a nuisance by the Board.

Restricted vehicles may not be parked, stored or kept in the Community used by the Community Association, the Maintenance Corporation or the Services Organization or a Neighborhood Corporation in connection with management or maintenance of a part of the Common Property, (b) they are parked for brief periods not to exceed two (2) hours or less in a twenty-four (24) hour period during loading, unloading, or emergency repairs as defined in the CC&R's Section 2.9.4 pg 23 , (c) they are parked in an owner's fully enclosed garage with the door closed. 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 Board expressly classifies the vehicle as an authorized vehicle in writing.

6. Each owner of a lot or condominium with a garage shall at all times ensure that the garage accommodates at least the number of authorized vehicles for which it was originally constructed by Declarant. The garages shall be used for parking of vehicles and storage of personal property only.
7. No person may repair, maintain or restore any vehicle in the community, unless such work is conducted in a garage with the garage door closed.
8. Owners are responsible for all parking violations of their tenants and guests.
9. The Board has the right and power to enforce all parking and vehicle regulations applicable to the community, including the removal of violating vehicles from alleys, streets and other portions of the community in accordance with California Vehicle Code Section 22658.2 or other applicable laws and the establishment of a schedule of fines for ongoing violations. The City may, but not required to, enforce such restrictions, rules and regulations, in addition to applicable laws and ordinances.
10. The Board has the power to establish additional guidelines concerning parking in the community common area, including designating "parking", "guest parking", and "no parking" areas.
11. Marked guest parking spaces are for temporary use, not to exceed forty-eight (48) hours, by invitees of Owners only. Guest parking spaces are unreserved and unassigned, and they are available on a first come first served basis. No Owner may park for any amount of time in these guest spaces if there is room in their garage for their vehicle.
12. No prohibited vehicle may be parked, stored or kept in the community except for brief periods of loading, unloading, or emergency repairs. However, a resident may park a prohibited vehicle in the garage so long as the garage is kept closed and the presence of the prohibited vehicle does not prevent any Authorized vehicles from being parked in the garage or driveway at the same time.
13. Please refer to the CC&Rs, Article II, and Section 2.9 for additional definitions pertaining to authorized and prohibited vehicles.
14. **Parking and Vehicular Guideline Enforcement Procedures:**
  - **Violations which warrant immediate REMOVAL (TOW):**
    1. Parked in a Fire Lane
    2. Recreation Vehicles
  - **All other Violations:**
    - 1<sup>st</sup> Infraction a citation will be provided
    - 2<sup>nd</sup> Infraction of the same offence within 160 days of the first infraction will result in the vehicle being towed. (There will be a grace period of 72 hours between the 1<sup>st</sup> Infraction and 2<sup>nd</sup> Infraction.)



## **F. ANIMAL GUIDELINES**

1. No animals of any kind may be raised, bred or kept on the Property, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in violation of any applicable local ordinances. A “reasonable number” shall ordinarily include no more than an aggregate of two (2), dogs and/or cats per household; per the CC&R’s section 2.10.
2. Animals belonging to residents or guests within the Property must be either kept within an enclosure, an enclosed yard or on a leash or other appropriate restraint being held by a person capable of controlling the animal.
3. Each owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by the owner or by members of his or her family, his or her tenants or his or her guests.
4. It shall be the absolute duty and responsibility of each owner to clean up after such animals, which have used any portion of the community common area or other yards.
5. **Excessive dog barking or other animal noise will be deemed a nuisance.**

## **G. CONTRACTOR GUIDELINES**

The Community Association member is to ensure that any contractor they hire to perform work adheres to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways or streets.
3. Contractors will not leave vehicles, equipment, trash, construction debris or material on public streets overnight.
4. Per the City of Temecula, contractors should adhere to the following adopted construction hours:

7 a.m. – 6:30 p.m. Monday through Friday  
7 a.m. – 6:30 p.m. Saturdays  
No construction on Sundays or Holiday

## **H. ANTENNA GUIDELINES**

**Antenna Restriction:** No person may install on the exterior of any Condominium, rooftops, balcony railing or in a yard any antenna over-the-air receiving device except for an “Authorized Antenna”. An Authorized /antenna is (a) an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one (1) meter or less in diameter, (b) an antenna designed to receive video programming service, including multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one (1) meter or less in diameter of diagonal measurement, (c) an antenna designed to receive television broadcast signals, or (d) 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.

**Restriction on Installation:** The Community may adopt reasonable restrictions on installation and use of an Authorized Antenna as part of its Community Design Guidelines in order to minimize visibility of the authorized antenna from other lots. Such restrictions may designate one (1) or more preferred installation locations, or require camouflage such as paint (subject to the antenna manufacture's recommendations) or screening vegetation or other Improvement. However, no restriction imposed by the Community may (a) unreasonable delay or prevents the installation, maintenance or use of an Authorized Antenna, (b) unreasonably increase the cost of the installation, maintenance or use of an Authorized Antenna, or (c) preclude acceptable quality reception. No mast shall be installed in such a way that it overhangs the balcony railing or porch wall/fence, or any portion of the Association Property outside the Exclusive Use Area, or poses a threat of damage to property or injury to persons.

1. Owners shall take into account the Authorized Antenna's visibility from the streets and others areas within the Community when installing an Authorized Antenna. Owners shall install the Authorized Antenna in the least visible location possible.
2. An Authorized Antenna may not be located above the roofline of the condominium building.
3. All Authorized Antenna wiring should be either hidden out
4. of sight or painted to match the structure it is attached to. Wires may not be left hanging loose or unpainted.

The foregoing restrictions are to be interpreted in accordance with federal regulations and rules and current decisions of the Federal Communications Commission.

**Prohibitions of Installation:** The Committee may prohibit the installation of an authorized antenna in a particular location if, in the 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 Committee. The 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 Governing Documents. The Committee also has the power to prohibit or restrict the installation of any antenna or other over-the-air receiving device that does not meet the definition of an Authorized Antenna as set forth above.

1. No person shall install on the exterior of any condominium, rooftops, and balcony railings or in a yard any antenna or over- the-air receiving device except for an "authorized antenna".
2. 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.
3. The Design Review Committee may adopt reasonable restrictions on installation and use of an authorized antenna as part of its Design Guidelines to minimize visibility from other lots.
4. The Design Review Committee may prohibit the installation of an authorized antenna in a particular location if, in the Design Review Committee's opinion, the installation location or maintenance unreasonably affects the safety of the owners or any other person.
5. The Design Review Committee may review the location and installation

of an authorized antenna after it is installed and may require such antenna to be moved to a preferred location for safety reasons or to comply with the original approval.

#### **I. TRASH**

Trash must be stored in sanitary containers. No trash, trash containers or recyclable materials may be stored in view of other Lots or Community Common area. However, trash containers may be set out in assigned trash bin collection locations designated in Exhibit G of the CC&R's for a reasonable period of time on trash collection days (not to exceed twelve (12) hours before or after scheduled trash collection hours). At all other times Owners must store closed trash containers in the garage or in a fenced yard, out of sight of other lots and Community Common area, until scheduled collection times.

#### **J. IMPROVEMENTS**

1. No person may install outdoors in sight of any other condominium (or lot, if applicable), community common area, or Neighborhood Association property any clotheslines, balcony cover, patio cover, deck cover, trellises, wiring, water softeners, water features, hedges, walls, dog runs, animal pens, fences, and other similar improvements, or other exterior additions or alterations to any condominium or other portion of a lot without prior written approval from the Design Review Committee.
2. No swing sets or sports or play equipment, such as basketball standards, soccer nets and the like, may be left in front yards or in streets, driveways or sidewalks when not in use.
3. Owners may cover windows with clean white sheets for up to four (4) months after the close of escrow.
4. No person may paint any window or cover any window in foil or other reflective material.
5. No individual water supply, sewage disposal or water softener system is permitted on any lot or in any condominium unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any water district having jurisdiction, the City, the Design Review Committee and all other local governmental agencies with jurisdiction.
6. Subject to reasonable restrictions the Community Association imposes in accordance with Civil Code Sections 714 and 714.1, each owner may install a solar energy system (as defined in Civil Code Section 801.5) which serves his lot or condominium so long as (a) the design and location of the solar energy system meet the requirements of applicable law and regulations, and (b) the design and location of the system receive the prior written approval of the Design Review Committee.
7. No outbuilding, tent, shack, shed or other temporary building or improvement may be placed upon any portion of the Property either temporarily or permanently.

#### **K. DRAINAGE**

There shall be no interference with or obstruction of the established surface drainage pattern(s) or any Condominium in the Community; unless an adequate alternative provision is made for proper drainage.

#### **L. POOL RULES**

1. HOURS: 6 A.M. – 10 P.M.
2. Swim at your own risk. No lifeguard.
3. No glass objects are allowed in the pool and spa areas.
4. Use of pool facilities is a privilege. Problematic conduct may result in immediate removal from the pool facility.
5. Children under the age of fourteen (14) must be accompanied by a responsible adult resident when using the pool.
6. Running, rough housing, excessive noise, etc. is not permitted. No loud music.
  
7. Use of the pool is restricted to the BelVista Community Association Members and their guests.
8. No running, diving, glass containers or pets within the pool area.
9. No alcoholic beverages permitted in the pool area.
10. Proper swim attire is required in the pool.
11. **Barbecues are not permitted in the pool area.**
12. Management or the Community Association is not responsible for accidents, injuries or theft.
13. Members may bring their guests to the pool, but the guest must be accompanied by a member at least 18 years of age. Use of the facilities is at the Member's own risk.

#### **M. HOLIDAY LIGHTS**

All exterior holiday lighting are prohibited unless submitted to the Architectural Review Committee for approval prior to installation.

#### **N. RESPONSIBILITY FOR INSURANCE CLAIM DEDUCTIBLES UNDER THE ASSOCIATION'S PACKAGE POLICY RULES**

It shall be the responsibility of the Owner of an individual Unit to pay the deductible on an insurance claim whenever any of the following apply:

- (1) The claim arose from or was caused by the active or passive negligence of the Owner or resident of the Unit;
- (2) The claim arose from or was caused by a building element that was within the maintenance responsibility of the individual owner or resident as provided in the Association's governing documents or law;
- (3) The claim arose or was caused by a building element that was within the exclusive care, custody or control of the individual Owner or resident;
- (4) The damage resulting in the claim was caused by the Owner or resident of the Unit, whether or not negligence exists;
- (5) The claim arose or was caused by some unknown or undetermined cause or source and the resulting damage primarily exists in only one Unit or separate interest;
- (6) The Owner or resident delayed reporting the claim or underlying problem such that the cost of the claim unreasonably increased over the amount that would have been necessary had the problem been timely reported; or
- (7) "Caused," as used herein, does not mean sole cause; it means the Board of Directors reasonably determined that the claimed loss or injury occurred in substantial part because of one or more of the circumstances described above.

BE IT FURTHER RESOLVED that in those cases where two or more Owners or residents are responsible for any of the circumstances listed above, the responsibility for payment of the deductible shall be split among the responsible parties as determined by the Board of Directors.

BE IT FURTHER RESOLVED that, in all other cases, the Association shall be responsible for the payment of the insurance deductible.

BE IT FURTHER RESOLVED that the Board of Directors shall, in its sole discretion, make the determination of the party responsible for the payment of the insurance deductible.

BE IT FURTHER RESOLVED that in those situations where the individual Owner or resident is deemed responsible for the payment of the insurance deductible, the Board of Directors shall be entitled to delay execution of a contract for the repairs until the deductible has been paid by the Owner or resident if the repairs are to be performed by an Association contractor.

**Although these Community Guidelines support the CC&Rs, they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully.**

### **III. ENFORCEMENT GUIDELINES**

If the Board or the Design Review Committee determines that there is a violation of the Restrictions, other than nonpayment of any Assessment, then the Board shall give written notice to the responsible Owner or Neighborhood Association.

1. Reasonable and effective communication with your neighbors is the first step in resolving issues and concerns.
2. If you find you have difficulty dealing with your neighbor in regards to a community issue or concern, please contact the management company for recommendations.
3. In the event two or more Members of the Corporation file a Non-Compliance Report (see Exhibit B), the Community Association will take the following steps:
  - a. Send a violation letter stating the alleged violation and date needed to cure such violation.
  - b. Send a second letter with a notice of hearing date to the Owner if violation is not cured.
  - c. A hearing is set not less than fifteen (15) days from date of written notice for the hearing.
  - d. Owner is present in person or by written response to the alleged violation at a hearing before the Board or Enforcement Committee. A written decision will be sent to the Owner following the hearing.
  - e. (Please see Exhibit C – Procedure for Owner Hearing.)
4. The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Community Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration, (b) levy a Special Assessment or Fine, (c) suspend or condition the Owner's right to use any facilities the Community Association owns, (d) suspend the Owner's voting privileges as a member, (e) enter upon a condominium to make the necessary repairs, or perform maintenance which is the responsibility of the Owner, (f) record a notice of noncompliance encumbering the Owner's condominium, or (g) a combination thereof.
5. If the decision is to pursue a monetary fine system, the Community Association Fine Schedule will apply (see Exhibit A).

**NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Community Guidelines and Design Guidelines of the Community Association. Please be sure to read the CC&Rs carefully.**

## BELVISTA COMMUNITY ASSOCIATION

### FINE SCHEDULE

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1. A letter will be sent to the owner stating the alleged violation.
2. A second letter will be sent to the owner stating if the alleged violation continues, this letter will request the owner appear before the Community Association Board of Directors.
3. If the result of the hearing is a monetary fine, a fine of \$50 will be applied to the owner's account.
4. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the owner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.
5. The Community Association Board of Directors may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and/or reimbursement of costs to the Community Association.

**NOTE:** Should a violation occur which imposes a financial obligation on the Community Association the party responsible for said violation shall reimburse, by way of a Special Assessment, the Community Association for this financial obligation? If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

**BELVISTA COMMUNITY ASSOCIATION  
NON-COMPLAINEE REPORT**

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There must be **two** owners representing two Condominiums of the Community Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Community Association Board of Directors to expedite the process in a timely manner. All alleged violations would be evaluated to ensure they are considered an infraction as defined by the Community Association's legal documents.

**REPORT FILED BY:**

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

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

**Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

**Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**VIOLATION INFORMATION:**

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

(Alleged Violator's Name if Known)

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

**Description of alleged violation:** \_\_\_\_\_

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

**Dates and times alleged violation occurs?** \_\_\_\_\_

**How often does the alleged violation occur?** \_\_\_\_\_

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



## BELVISTA COMMUNITY ASSOCIATION

### PROCEDURE FOR OWNER HEARING

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#### **Procedure:**

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