

**RULES & REGULATIONS**

**PREPARED FOR**

**ALBERHILL RANCH COMMUNITY ASSOCIATION**

**ADOPTED: 9/19/05**  
**REVISED 10/25/09**

**ALBERHILL RANCH COMMUNITY ASSOCIATION  
RULES AND REGULATIONS**

**TABLE OF CONTENTS**

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Membership Information .....	Page 2
Delinquency Policy .....	Page 3
Common Area Rules and Regulations .....	Page 6
Owner/Tenant Rules and Regulations .....	Page 7
Parking Rules .....	Page 8
Pet Rules .....	Page 9
Sign Rules (“For Sale” & “Open House”) .....	Page 10
Contractor Guidelines .....	Page 12
Pool Facilities .....	Page 14
Clubhouse Rules and Regulations .....	Page 17
Facility Reservations .....	Page 18
Picnic Park Rules .....	Page 20
Tot Lot Rules .....	Page 21
Enforcement Policy .....	Page 22
Rules and Violation Report .....	Page 23
Fine Schedule .....	Page 24
Procedure for Homeowner Hearing .....	Page 25
Neighbor to Neighbor Dispute Policy .....	Page 26
Storm Drain Water Run-Off Policy .....	Page 27
Disclaimer .....	Page 28

**ALBERHILL RANCH COMMUNITY ASSOCIATION  
A PLANNED COMMUNITY**

**MEMBERSHIP INFORMATION**

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

Alberhill Ranch Community Association is a California non-profit corporation consisting of those Owners of residences within the ultimate boundaries of Alberhill Ranch.

The purpose of Alberhill Ranch is to ensure that the Common Area and common facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in Alberhill Ranch provides a membership base to share the future costs of maintaining the community.

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

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

BOARD OF DIRECTORS RESOLUTION  
ALBERHILL RANCH COMMUNITY ASSOCIATION

Upon motion duly made, seconded and carried, the Board of Directors for Alberhill Ranch Community Association shall adopt the following Resolution, at its regular meeting held on June 17, 2009. This resolution supersedes the delinquency resolution adopted and dated May 17, 2006.

WHEREAS, the Covenants, Conditions and Restrictions of Alberhill Ranch Community Association, require payment of regular and special assessments by all the owners of real property within said community in order to provide funds for payment of the expenses for upkeep, maintenance and preservation of the common areas therein, and for payment of the other expenses associated with the normal operation of said Association's business and affairs, and

WHEREAS, said Covenants, Conditions and Restrictions provide the Association's Board of Directors with the power and authority to require regular and special assessments levied against owners of real property within said community (all of whom are required to be members of the Association as a condition of ownership) to be fully and timely paid, and

WHEREAS, the Board of Directors deems it to be in the best interests of the Association and all the Association's members to establish policies and practices relative to the Association's rights and remedies in event of default in payment of the Association's regular and special assessments by any of the Association's individual members, and

WHEREAS, California Civil Code 1350, et seq., requires a statement of the Association's assessment policies and practices be delivered to all the Association's members within sixty (60) days prior to the beginning of each succeeding fiscal year, and

WHEREAS, the Board of Directors has fully discussed and considered this matter.

NOW, THEREFORE, BE IT RESOLVED that the Association hereby adopts the following policies and practices relating to the enforcement of its rights and remedies in the event of any default in the timely payment of the Association's regular and special assessments to be effective the first day of August, 2009:

1. Assessments, late charges, interest collection costs and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full every month regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.

3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.

4. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 1366, section (e)(2), unless the declaration specifies a smaller amount.

5. In accordance with California Civil Code 1366, section (e)(3), the Board of Directors may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.

6. When any assessment remains unpaid sixty (60) days past its due date, the Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by Civil Code Section 1367.1 (a) by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee of \$45.00 for the pre-lien notification, which shall be charged to the delinquent member's account.

7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

8. If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee not exceeding \$100.00 for lien processing work, and a fee not exceeding \$150.00 for preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure. No charge shall be made to release the Association's Lien upon full reinstatement of the delinquent member's account.

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR")

10. After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, if the amount of the delinquent regular or special assessments is less than One Thousand, Eight Hundred Dollars (\$1,800.00) or less than twelve (12) months, the Board may decide to take a small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

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

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

13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

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

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

BE IT FURTHER RESOLVED, that within sixty (60) days of the adoption of an amendment or modification to the collection policy, a copy of the Association's policies and practices, as adopted, or as subsequently modified or amended, shall be delivered to all the members of this Association in the manner and pursuant to the requirements of California Civil Code, Section 1350, et seq.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### COMMON AREA RULES AND REGULATIONS

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

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### OWNER & TENANT RULES AND REGULATIONS

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
3. No Owner may rent or lease less than his/her entire Dwelling nor rent or lease his/her Dwelling for transient or hotel purposes or for a period of less than thirty (30) days.
4. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of Alberhill Ranch Documents, and that any failure by the tenant or lessee to comply with the terms of Alberhill Ranch Documents shall constitute a default under such agreement.
6. **"Except as superseded by any applicable law or ordinance (such as the operation of a daycare),** no Dwelling shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
7. Any Owner of a Lot in the Community may maintain a home-office and conduct business activities therefrom on the following conditions: (i) there is no external evidence of such activity; (ii) such activities are conducted in conformance with all applicable governmental ordinances; (iii) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Community; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant, any Merchant Builder and/or Alberhill Ranch; and (vi) such activities are consistent with the residential character of the Community and conform with the provisions of the CC&R's.
8. In order to enhance the desirability and value of the Project for all purchasers of residences within the Project, it is imperative that all residences within the Project be purchased by persons intending to occupy such residences as their primary residence. Accordingly, Buyer hereby represents and warrants that (i) Buyer will obtain an "owner occupied" (or similar loan) from Lender and will comply with all Lender requirements with respect thereto and (ii) upon the Close of Escrow Buyer intends to personally occupy the Residence for a period of no less than twelve (12) months following the Close of Escrow. Buyer acknowledges that unless and until Buyer has occupied the Residence for the Occupancy Period, Buyer may not sell or lease the Residence without Seller's written approval, which approval may be withheld in Seller's sole discretion.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### PARKING RULES

1. All streets within the Community are public streets. Curbside parking along the streets in the Community may be restricted.
2. No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles parked in a fire lane may be immediately towed at the vehicle owner's expense.
3. No Owner shall park, store or keep on Alberhill Ranch Common Area, on his/her driveway, on any street or elsewhere within the Community: (1) any large commercial type vehicle; or (2) any recreational vehicle (including, but not limited to, campers, motorhomes, trailers, boats, aircraft, mobile homes, limousines, or other similar vehicles).
4. An Owner may park any standard passenger automobile (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) within his/her respective garage, in his/her driveway, or on the side of the street, in that order, if permissible; provided, however, in no event shall any vehicle extend into the sidewalk or beyond the curblines, or impede access over any street. There shall be no parking on the driveways if the Owner's garage is not being utilized to the maximum designed capacity for the parking of authorized vehicles.
5. Each Owner shall keep in his/her garage readily available for parking or storing of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed.
6. If an Owner has fewer vehicles than garage parking spaces, such unused space(s) may be used for the storage of goods or other use so long as the garage door remains closed at all times so that the stored goods or other use are not visible to other residents within the Community.
7. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon Alberhill Ranch Common Area, on any private or public street or on his/her Lot, except wholly within the Owner's garage, and then only when the garage door is closed, provided however, only for the purpose of conducting emergency repairs and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
8. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.
9. Owner is responsible for parking violations of tenants and guests.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### PET RULES

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

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### SIGN RULES

1. Subject to the provisions of California Civil Code Sections 712, 713, and 1353.6, no commercial sign or billboard of any kind shall be displayed to the public view on any portion of the Community except signs used by Declarant in connection with the development of the Community and sale or lease of Lots;
2. In accordance with Section 712 of the California Civil Code, an Owner may display on his/her Lot or on real Common Area owned by others with their consent, or both, signs advertising the sale of his/her Lot, which are reasonably located, in plain view of the public; are of reasonable dimensions and design; do not adversely affect public safety; including traffic safety; and which advertise the Property or the Owner's or agent's address and telephone number.
3. As provided in Section 712 of the California Civil Code, a sign which conforms to an ordinance adopted in conformity with Section 713 of the California Civil Code shall be deemed to be of reasonable dimension and design.
4. All signs shall comply with any applicable government ordinances and as outlined in the CC&R's, Article XI, Section 11.2.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### "FOR SALE" AND "OPEN HOUSE" SIGN REGULATIONS

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

1. The total sign area shall be professionally prepared on weather-resistant material. A brochure box may be attached to the bottom of the sign.
2. Only one sign is permitted per dwelling unit. Only one additional "rider" sign showing the word "Sold" is permitted.
3. Homeowners featuring "Open House" activities are not permitted to display flags, banners, balloons, or "makeshift" signs and must comply with the approved "Open House" signage rules.
4. No signs are permitted on Alberhill Ranch Common Area except for one "Open House" directional sign per Lot at intersections; however, in no case can there be a total of more than four "Open House" directional signs per intersection or one such sign per corner. Priority for Open House directional will be granted on a first come first served basis. "Open House" directional signs must fit within a 14 ½" x 14 ½" square area and have no rider signs.
5. The Developer is exempt from these restrictions during the sales phases, regardless of the duration of that period.
6. Signs may not remain on Common Areas overnight.
7. Signs not complying with policy are subject to removal by Alberhill Ranch.
8. Owners not complying with this policy will be subject to Alberhill Ranch enforcement procedures.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### CONTRACTOR GUIDELINES

Alberhill Ranch members are to ensure that any contractor they hire to perform work to their Lot adhere to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise. Watch for children playing.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, or streets.
3. Contractors will not leave vehicles, equipment, trash, construction debris or material on community streets overnight.
4. Contractors should adhere to City Guidelines to perform work.
5. Portable toilets must be kept tidy and concealed from public view whenever possible. Association reserves the right to remove any portable toilet not maintained in an appropriate manner at Owner's expense.
6. Construction debris shall be disposed of weekly.
7. Community landscaped areas and sidewalks must be protected during construction. Alberhill Ranch will repair any damage to the common area caused by the construction activity and will either back-charge the Lot owner or will deduct the cost thereof from the construction/clean up deposit.
8. If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be installed while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
9. Contractors shall follow the directives of the Common Area management company, police department and the Architectural Committee.
10. Contractors shall not bring alcohol or drugs on site.
11. Contractors shall not bring dogs or children on site.
12. Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.

**CONTRACTOR GUIDELINES  
CONTINUED**

13. All construction activity must comply with local governmental codes/permits as well as plans approved by Alberhill Ranch's Architectural Committee.
14. At the end of the work day, the streets must be left broom clean. All trash (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
15. Contractors shall not play radios or other musical appliances so that the sound extends across the Lot lines. Contractors shall minimize noise impacts from generators or other construction equipment.
16. Contractors must perform work in accordance with Best Management Practices and all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. Washing must be confined to the Lot area. Materials may NOT be discharged into the storm drain.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### POOL FACILITIES RULES

The following rules will apply upon completion of the pool facilities.

#### Hours

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

#### Reservations

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

#### Pool Manager

- ❖ Any problems should be reported immediately to the Management office at (951) 491-6866.

#### Definitions

1. Adults are designated as 18 years or older.
2. Youths are 13 years old or under and must be accompanied by an adult.
3. Teen agers ages 14-17 may use the facilities without supervision by an adult, however may not supervise youths.

#### General Rules

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

## POOL FACILITIES RULES CONTINUED

11. The following rules will apply:
  - a. No running or "horse play" on pool deck.
  - b. No "horse play" in the swimming pool/wading pool.
  - c. No ball/Frisbee or object throwing.
  - d. No gum in pool area.
  - e. No skateboards, bicycles/tricycles/skates/roller blades inside fenced area.
  - f. No glass bottles or other glass containers/objects inside fenced area.
  - g. No pets inside fenced area.
  - h. No unduly loud or disturbing noise inside the fenced area.
  - i. No radios/playback sound devices without headsets inside the fenced area.
  - j. No diving from benches, tables or other facility structures inside the fenced area.
  - k. No rafts, inflatable toys, or diving rings during busy periods, which shall be at the discretion of the On-Site Management office. Lifejackets are always allowed.
  - l. No "boogie boards".
  - m. No smoking.
  - n. No pool furniture in the pool.
  - o. Anyone urinating or defecating in the pool is subject to immediate and permanent removal from the pool and pool area and imposition of appropriate penalties, which may include charging residents with all costs of draining and cleaning of pool. Residents are also subject to fines for such actions by themselves or their guests.
12. Lap swimming is permitted in the designated areas only. **Lane Lines are not to be hung on by children or adults.**
13. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to refund the association for losses related to the damage immediately.
14. The "buddy system" is recommended to be used by all swimmers at all times. For safety no one should swim alone.
15. All gates must remain closed and locked at all times. This is to protect against small children entering unaccompanied, trespassing and vandalism.
16. Any resident or resident's guest caught jumping the fence to any gated facility will be asked to leave the facility for the day. If the same person is caught jumping the fence for a second time, they will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.
17. Violation of these rules may result in suspension of pool privileges.

### Wading Pool

1. **The wading pool is for children 10 years of age and younger.**
2. All children in the wading pool area must be under the direct supervision of an adult at all times.

**POOL FACILITIES RULES  
CONTINUED**

3. All general rules concerning food, gum, glass containers, diving, jumping, ball playing, loud noise, radio/playback devices, running/horseplay, wheeled conveyances, floating devices and pets also apply to the wading area.
4. **Children who are not toilet trained or any other pool user with incontinence issues must wear PLASTIC PANTS over their swimsuit while using the swimming pools/wading pool.**
5. Violation of these rules may cause a verbal warning, time-out period, ejection for the day or suspension of privileges.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### CLUBHOUSE RULES AND REGULATIONS

The following rules and regulations will apply upon completion of the clubhouse:

1. The facilities are for the use of Alberhill Ranch members who are current with assessment dues. The use of facilities may be restricted by the Board of Directors for violation of the Alberhill Ranch Rules, delinquent assessments, or deliberate abuse of the recreational facilities or Common Areas.
2. Facilities may not be used for commercial purposes other than those endorsed by Alberhill Ranch Community Association and events in which Association members may participate. The Declarant has the right to reserve and use the facilities at any time for marketing events during the time when Lots are for sale by Declarant. Also, facility usage is approved free of charge for Alberhill Ranch endorsed activities i.e., Association meetings, Association sponsored holiday parties.
3. Regularly scheduled events have precedence over non-scheduled (reserved) events in any Alberhill Ranch facility.
4. In accordance with the law of the State of California, no one under the age of twenty-one (21) shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at functions held at the facility, no minors are to be present without parental permission, and the member renting the facility is responsible for all conduct of anyone consuming alcoholic beverages or on the premises while alcoholic beverages are being served.
5. The reserved function shall conclude at 12:00 midnight.
6. The renter shall arrange for pick-ups and deliveries (if any) to be made the day of the event.
7. The renter shall be completely responsible for his/her own set-up and the renter needs to ensure the clubhouse is clean prior to leaving the facility.
8. The renter hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises. Alberhill Ranch Community Association sponsored events may charge admission or a use fee to recoup expenses.
9. Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### FACILITY RESERVATIONS

The following rules will apply upon completion of the clubhouse facilities:

1. Reservation of the facility does not include the pool facilities. The pool facilities may be used, but other homeowners and guests may not be excluded from the pool area. No tables, chairs, lights, heating equipment, candles, games, food or any other equipment or use may be made of the pool area by persons renting the clubhouse facility. Although guests may utilize the pool area for swimming or sitting, the pool area cannot be exclusively rented by persons renting the clubhouse. All equipment, tables, chairs, lights, and other party props must be placed and used solely within the Clubhouse facility itself and not in the pool area. No unsafe or hazardous materials, no flammable or direct flame items may be used in the clubhouse.
2. Regularly scheduled Alberhill Ranch functions have priority for reserving the facilities for open dates.
3. An application for reservation of the facility must be made by a Homeowner through the On-Site Management office and the applicant must be present during the period the facility is in use under such reservation.
4. The facility may be reserved no less than twenty-four (24) hours in advance.
5. Live music is allowed between 9 AM to 10 PM.

#### Facility Fees

1. The fees for reserving the Clubhouse must be paid to Alberhill Ranch Community Association at the time of reservation and including the following:
  - A. Alberhill Ranch Community Activity  
(Board authorized functions for Association Members) No Charge
  - B. Non-Refundable Use Fee: \$100.00
  - C. Refundable Deposit Check: \$250.00

Note: Reservations of smaller rooms in the facility are subject to a smaller fee as determined by the Management office.

**FACILITY RESERVATIONS  
CONTINUED**

2. Refund of deposits are subject to cost(s) incurred for:
  - A. Damage to a facility and/or its contents.
  - B. Damage to a recreational common area by members or guests.
  - C. Violation of any of the Rules and Regulations of Alberhill Ranch Community Association.
  - D. There shall be a \$25.00 fee if the air conditioning unit is left on following the use of the Clubhouse.
  
3. Should any damage occur to the facility, the Association's ability to recover additional damages from the Owner will not be limited to these deposit amounts. The Association reserves the right to hold a hearing and thereafter assess an Owner for damage to the common area Clubhouse facility for any additional damage above and beyond those amounts covered by the deposit fees.

# Alberhill Ranch Community Association Recreation Facilities Reservation Form and Agreement

*This information must be completed and signed by a Resident of Alberhill Ranch who will be liable for Association property for the duration of the scheduled event. Due to the high demand for reservations, it is recommended that this agreement and all deposits/payments be made as early as possible to confirm your reservation. Reservation forms can faxed to (951) 491-6864, or mailed to:*

**Alberhill Ranch Community Association  
41593 Winchester Rd, Suite 113  
Temecula, Ca 92590**

Name: _____	Primary Phone #: _____
Address: _____	Event Date: _____
Check-in/out: _____	In: _____ Out: _____
Event Time (guest arrival time to guest departure time): _____	am/pm am/pm From: _____ To: _____ am/pm am/pm

### Reservation Fees and Deposit Requirements (Checks only, payable to Alberhill Ranch Community Association):

Select Facility:	Fee	Security Deposit
Picnic Park		\$100.00
Clubhouse	\$100.00	\$250.00

Facility Requested: \_\_\_\_\_

Total Amount Enclosed: \_\_\_\_\_

Type of function (e.g., birthday party, wedding reception/shower, etc.): \_\_\_\_\_

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### PICNIC PARK RULES AND REGULATIONS

1. Park hours are from dawn until dusk, unless reserved by Alberhill Ranch Community Association for special events.
2. Children under 12 must be supervised by parents/guardians/persons over 18 at all times.
3. Use of the Alberhill Ranch Community Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Alberhill Ranch Community Association Documents.
4. The park area is for the use of Alberhill Ranch members and their guests.
5. The park may not be used for commercial purposes other than those endorsed by Alberhill Ranch Community Association.
6. Small parties (such as tot birthday parties for less than 20 guests) may be held without reservations, provided the resident sponsors are courteous of the neighbors and control noise.
7. Small party givers, as defined above, shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to leaving the area.
8. Management reserves the right to close the park at any time in order to repair, clean and maintain premises.
9. Skate boarding, roller blading, and motorized equipment (i.e. scooters) are prohibited at all times.
10. Residents who have made reservations as described below may procure a bounce house, limited to a maximum 15' x 15' in size. An outlet is provided for this purpose. Generators are not allowed. Alberhill Ranch Community Association must be named additional insured by the bounce house company.
11. Park reservations are required for parties utilizing a bounce house and/or for parties with more than 20 guests, however only for the purpose of precluding more than one event on any given date. Reservations do not preclude other Alberhill Ranch members from using the park. A damage deposit of \$100.00 is required. Reservations may be made through the Recreation office. Refunds of the deposit will be made within 30 days of the reservation date, provided there is no damage or clean-up as result of the party.

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### TOT LOT RULES AND REGULATIONS

Should a Tot Lot be constructed, the following rules will apply upon completion:

1. Tot Lot hours are from dawn until dusk.
2. Children under 16 must be supervised by parents/guardians/persons over 18 at all times.
3. Use of the Alberhill Ranch Community Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Alberhill Ranch Community Association Documents.
4. The Tot Lot area is for the use of Alberhill Ranch members and their guests.
5. The Tot Lot may not be used for commercial purposes other than those endorsed by Alberhill Ranch Community Association.
6. Small parties (such as tot birthday parties for less than 10 guests) may be held without reservations, provided the resident sponsors are courteous of the neighbors and control noise.
7. Small party givers, as defined above, shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to leaving the area.
8. Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.
9. Barbecues, public broadcasting (i.e. deejays), skate boarding, roller blading, and motorized equipment (i.e. scooters) are prohibited at all times.
10. Residents who have made reservations as described below may procure a bounce house, limited to a maximum 15' x 15' in size. An outlet is provided for this purpose. Generators are not allowed. Alberhill Ranch Community Association must be named additional insured by the bounce house company.
11. Tot Lot reservations are required for parties utilizing a bounce house and/or for parties with more than 10 guests, however only for the purpose of precluding more than one event on any given date. Reservations do not preclude other Alberhill Ranch members from using the facility. A damage deposit of \$100.00 is required. Reservations may be made through the Recreation office. Refunds of the deposit will be made within 30 days of the reservation date, provided there is no damage or clean-up as result of the party.

**ALBERHILL RANCH COMMUNITY ASSOCIATION**  
**ENFORCEMENT POLICY**

Discovery of Violation

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

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations and Design Guidelines of Alberhill Ranch.

**ALBERHILL RANCH COMMUNITY ASSOCIATION**

**RULES AND VIOLATION REPORT**

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

**REPORT FILED BY:**

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

**VIOLATION INFORMATION:**

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

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

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

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

**COMPLAINTS REGARDING ANIMAL NOISE/ISSUES MUST BE DIRECTED TO  
ANIMAL FRIENDS AT (951) 674-0618**

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### FINE SCHEDULE

1. A letter will be sent to the Owner stating the alleged violation.
2. A second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board. A total of thirty (30) days must pass between the first letter and hearing date, or the hearing may not be held.
3. If the result of the hearing is a monetary fine, the following fine schedule will apply:
  - a) For violations of time frames for completion of landscaping and landscape installation compliance, a \$200.00 fine will be assessed to the homeowner's account.

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

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

NOTE: Should a violation occur which imposes a financial obligation on Alberhill Ranch, the party responsible for said violation shall reimburse, by way of a Special Assessment, Alberhill Ranch for this financial obligation. If, for example, a party damages a fence, tree or any other Association Common Area, repair and replacement costs will be charged to that party. Owners are responsible for all damages made by their guests.

**ALBERHILL RANCH COMMUNITY ASSOCIATION**  
**PROCEDURE FOR HOMEOWNER HEARING**

Procedure:

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

**DOCUMENTATION**

Name of Invitee: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Nature of Alleged Violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Ruling: \_\_\_\_\_

\_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

## ALBERHILL RANCH COMMUNITY ASSOCIATION

### NEIGHBOR TO NEIGHBOR DISPUTE POLICY

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

#### A. DEFINITIONS

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

#### B. POLICY TERMS

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

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN

NEIGHBOR TO NEIGHBOR DISPUTES.

**ALBERHILL RANCH COMMUNITY ASSOCIATION**

**STORM DRAIN WATER RUN-OFF POLICY**

WHEREAS, the Board of Directors for Alberhill Ranch (the "Association") desires to honor the intent of the governing documents for the Association for the mutual benefit of the membership; and

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

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

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

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

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

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR  
INVOLVEMENT IN ALBERHILL RANCH.**