Green River

Homeowners Association

RULES & REGULATIONS

Adopted by the Board of Directors March 2013
Amendment Adopted by the Board of Directors March 2019
Amendment Adopted by the Board of Directors November 15, 2023
Amendment Adopted by the Board of Directors May 20, 2026

Dear Homeowner:

The Board of Directors is required by law to publish the Rules & Regulations to be followed by the members of the Green River Homeowners Association. We are also required to publish a schedule of fines for violating these Rules.

The Rules are intended to protect your property values as well as to promote the privacy and enjoyment of all the residents. Your tenants and guests should be advised that THEY ARE PART OF THE GREEN RIVER HOMEOWNERS ASSOCIATION and are also expected to adhere to the Green River Rules & Regulations.

The Rules contained herein may be updated as required. To remain fully informed, Homeowners are encouraged to attend Board meetings and also read the CC&Rs.

Sincerely,

The Board of Directors
Green River Homeowners Association

INDEX

The Association	Page	3
The Property Management Company/Property Manager	Page	3
Association Assessments	Page	4
Association Assessment Collection Policy	Pages	4
About the Rules & Regulations	Page	5
Green River HOA Rules & Regulations Definition Key	Page	5
I. General	Pages	5-7
II. Architectural and Landscaping Changes	Page	8
III. Trash Collection and Street Sweeping	Page	9
IV. Gatehouse and Front Gate Policies and Procedures	Pages	9-11
A. Vehicle Transponders	Page	9-10
B. Guests	Pages	10
C. Key Fob	Page	11
V. Parking and Vehicle Rules	Pages	12-14
VI. Common Area Rules	Page	15-17
VII Landscape Maintenance Easements	Page	17
VIII. Pet Rules	Page	17

IX. Clubhouse Policies and Rules Pages 18-25
A. Clubhouse Rules Pages 18-19
B. Pool Pages 19-20
C. Wading Pool Page 20
D. Spa Pages 20-21
E. Sauna/Steam Room Page 21
F. Lockers Pages 21-22
G. Weight Room Page 22
H. Racquetball Courts Pages 22-23
I. Tennis Courts Pages 23-24
J. Multipurpose Court Page 24
K. Basketball Court Pages 24-25
X. Fitness Center Expanded Hours Program Pages 25-26
XI. Violation Enforcement Policies Pages 26-27

Dear Green River HOA Member:

On the behalf of the Board of Directors and the Green River Community, we would like to welcome you to the Green River Homeowners Association.

For many of you, this will be your first experience being a part of a homeowners association. As you will find out, there are many advantages as well as many responsibilities living in an association.

THE ASSOCIATION

The purposes of an association are to maintain the common areas and enforce the governing documents. A seven-member Board of Directors governs the Green River Association. The Board usually meets regularly on the third Wednesday of each month at 7:00 pm at the Clubhouse, but that may change from time to time. Homeowners are encouraged to attend the meetings as well as take an active part in the community.

THE PROPERTY MANAGEMENT COMPANY/PROPERTY MANAGER

The property management company for Green River Homeowners Association is The Avalon Management Group, Inc. (Avalon). A management company acts as the agent for the Association and coordinates services such as landscape maintenance as well as the collection and distribution of Association funds. The property manager attends the monthly Board meetings. Avalon can be reached via phone at (951) 244-0048.

ASSOCIATION ASSESSMENTS

Regular monthly assessments are payable to the Green River Homeowners Association on the first of each month. In most cases the escrow company has collected assessments for the remainder of the month in which you closed escrow and for the subsequent month.

ASSOCIATION ASSESSMENT COLLECTION POLICY

Payments are due on the first (1st) of each month and are delinquent if not received by the thirtieth (30th). All payments not received by the thirtieth (30th) will be charged a ten-dollar ($10) late charge. Please allow ample time for the mailing of payments. In all cases Homeowners shall be responsible for payment within the above time limit regardless of circumstances. Interest may accrue on late payments.

- **THE FOLLOWING SHALL APPLY TO ALL PAST DUE ACCOUNTS**
    1. Unpaid assessments are delinquent 30 days after they are due. (CC&Rs, Art. V, §1); CC §5650 (b).) A late charge of $10.00 (not more than $10.00 or 10%) will be charged for any assessment which is not paid in full within 30 days of the due date. (CC&Rs, Art. V, § 1; CC §5650(b)(2).)
    2. Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by Civil Code §5660 by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.
    3. If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC § 5675). The lien is a continuing lien which secures subsequently accruing assessments. The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §5673).

  Note: The above is a portion of the Association's collection policy, but it may be changed by the Board of Directors in certain individual cases based upon individual circumstances. If a Homeowner is delinquent and wishes to arrange a payment plan, please communicate this to AVALON who will then present the payment plan to the Board for determination.

ABOUT THE RULES & REGULATIONS

Also enclosed in this packet you will find a copy of the community Rules & Regulations, which are in addition to the CC&Rs and By-Laws. It is the responsibility of the Homeowner to inform their tenants of these Rules & Regulations and to make sure a copy of the CC&Rs is available. The Homeowner is held responsible for all actions of the occupants and guests of their Green River residence. If you do not have a copy of the CC&Rs, please contact AVALON.

Note: Sections 4525 and 4540 of the California Civil Code state a seller is liable to a new Homeowner for a $500.00 penalty if the seller fails to provide the CC&Rs and By-Laws to the new Homeowner.

In this packet you will find items such as Gatehouse and Guest Procedures, Architectural Improvement Policies, and the Clubhouse Usage Policies and Rules.

We ask that you take a moment and familiarize yourself and your family with these policies. It is the responsibility of all Homeowners and residents/guests to follow the correct procedures of the community. If you are unsure of any procedures or have any questions regarding the Green River Homeowners Association, please contact AVALON.

We hope this packet will make your transition to Green River a pleasant one, and look forward to having you help make Green River a place you are proud to call home.

GREEN RIVER HOA RULES & REGULATIONS DEFINITION KEY

The following definitions will help you to understand the meanings of the following terms throughout the Rules and Regulations:

1. **Homeowner:** Person or persons holding recorded title to a Green River residence.
2. **Tenant (or lessee):** Renter of Homeowners residence.
3. **Adult:** Any person eighteen (18) years or older.
4. **Resident:** Any person residing within Green River HOA.
5. **Green River HOA/GRHOA:** Green River Homeowners Association.
6. **GRHOA Manager:** Green River Homeowners Association Property Manager.
7. **CC&Rs:** Covenants, Conditions and Restrictions. The guidelines established in order for the planned community to enhance and protect the market value.
8. **By-Laws:** Guidelines and rules established for the operation of the Homeowners Association.

I GENERAL

The Rules & Regulations of the Green River Homeowners Association supplement the Green River HOA CC&Rs and By-Laws. A copy of the CC&Rs and these Rules & Regulations are available for reference at the Clubhouse.

1. The Board of Directors is empowered to levy a fine for each violation and/or take action in its discretion against a Homeowner or resident who fails to comply with the Rules & Regulations.

2. No activity (including storage of materials) shall be carried on upon any part of the project which will cancel any insurance policy maintained by GRHOA, increase the applicable insurance premium or which might cause any fine or penalty to be imposed against the GRHOA by any public agency. If, by reason of the act of an owner, resident or guest, the rate of insurance on any GRHOA policy increases or GRHOA is fined, the responsible Homeowner shall become personally liable for the additional insurance premiums or for such fine or penalty.
3. Each Homeowner shall be liable to the GRHOA, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the GRHOA to repair any damage to the GRHOA property and/or maintenance areas which may be sustained by reason of the negligence or willful misconduct of said Homeowner, the members of his/her family, his/her lessees, tenants, or their respective guests or invitees, whether minor or adult. Any such costs and expenses shall be levied by the Board as a Damage Reimbursement Assessment against such Homeowner in accordance with the provisions of the Master Declaration.
4. No owner, resident or guest may dispose of any hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the community.
5. Exterior Decorations: Halloween decorations are permitted for display beginning October 5th and must be removed by November 5th. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than twenty-five (25) days prior to the day of the holiday, and must be removed within ten (10) days after the holiday. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights and decorations do not unreasonably disturb other residents.
6. **Nuisance Activities**: Nuisance activities may not be undertaken in the GRHOA community or on any public street abutting the GRHOA community, or exposed to the view of other lots or GRHOA community common areas.
    a) NO Hanging, drying or airing clothing, fabrics or unsightly articles in any place (backyard clotheslines or drying racks excluded) that is visible from other lots, GRHOA community common areas or public streets;
    b) NO Unreasonable levels of noise, whether from parties, recorded music, radios, television or related devices live music performance or otherwise;
    c) NO Unreasonable levels of noise arising from a barking dog or other animal kept in the GRHOA community (e.g., chronic daily nuisance barking by a dog over extended periods of time);
    d) NO Repair or maintenance of vehicles or mechanical equipment, except in a closed garage or rear yard screened from view by other lots or GRHOA community common areas;
    e) NO Outdoor fires, except in barbecue grills and fire pits designed and used in such a manner that they not create a fire hazard;
    f) NO Outdoor storage of bulk materials or waste materials except in temporary storage areas approved by the Board of Directors;
    g) NO activity which may (i) increase the rate of insurance in the GRHOA community, (ii) result in cancellation of the insurance, (iii) unduly obstruct or interfere with the rights

of other Homeowners or the GRHOA community, (iv) violate any provisions of the Governing Documents or (v) constitutes a nuisance.

h) No resident will cause a traffic disturbance when using the common area streets for an area for recreational activities. If property/equipment is left on the streets and causes a hazardous situation or a safety issue, the property/equipment may be removed and disposed of by the Association.

7. **Nuisance Complaints.** As a general matter, when the Association receives complaints from the owners of multiple properties about an alleged nuisance (including noise complaints and complaints about barking), the Association will notice and hold a hearing to consider the nuisance allegations. The owner of the property upon which the nuisance is alleged to exist will be invited to the hearing. The complaining members will also be invited to attend the hearing and provide testimony and evidence of the alleged violation. The accused member will have the right to listen to and review the evidence offered to the Board, ask questions or witnesses and introduce his/her own evidence and testimony.
8. **Short term rental of homes is prohibited.** All renters must sign a lease of at least 30 days; a copy of the signed lease must be submitted by the homeowner to the Clubhouse.
9. **Renting out of rooms is prohibited.** However, where the home is homeowner occupied, the resident homeowner is permitted to rent out rooms in the home for a period of more than 30 days as permitted by California Civil Code Section 4739.

II. ARCHITECTURAL AND LANDSCAPING CHANGES

Any Homeowner wanting to make landscape or architectural modifications to a home (including painting the home the same color) **MUST** submit an **Architectural Approval Application**. The Property Manager will log the application as received and will notify the Architectural Committee for formal review. If items are missing or the identification of "Proposed Improvements" is vague, the application may be returned to the Homeowner with a request for the additional necessary information. Once submitted, the Architectural Committee has thirty (30) days to respond with either "APPROVED", "DENIED", or "INFORMATION NEEDED" from the date logged by the Property Manager. When approved by the Architectural Committee, the Property Manager will send a formal approval letter with a copy of the application to the mailing address submitted. Clarification or questions should be directed to the Property Manager or the Architectural Committee Chairman.

Except in circumstances where the Board is acting as the Architectural Committee, if the Committee denies the Homeowner's application in whole or in part, the Homeowner can appeal that denial to the Board by submitting a written appeal (on an Association-provided form, available online) to the Association within 30 days of the notice of the Committee's decision. Architectural appeals will be scheduled to be heard by the Board in an open session Board meeting. Such appeals will generally be heard within 45 days of receipt of a timely appeal, although the Association may need to extend that period due to scheduling problems, the volume of other appeals or press of other business being considered by the Board. In general, any such additional period of time shall not exceed 30 days. The appealing applicant will be given an opportunity to address the Board during the architectural appeal if he/she chooses to attend. However, the applicant should include all reasons for the appeal as part of the completed written appeal form and not expect to merely make an oral presentation to the Board. The Board will make a decision on the appeal (approve the appeal or deny the appeal) by Board vote at the conclusion of the appeal hearing. The decision will also be communicated in writing to the applicant by mail following the Board's decision.

1. Architectural Approval Applications are available online or at the Clubhouse. Homeowners are requested to follow all application instructions and guidelines on the reverse side of the Architectural Approval Application. When painting or staining is proposed, a "Supplemental Architectural Application" is required with "APPROVED" GRHOA paint chips (available at the Clubhouse).
2. The Architectural Committee meets the second Saturday of every month at the Clubhouse.

III. TRASH COLLECTION AND STREET SWEEPING

Trash pick-up is on Wednesdays unless modified by Waste Management. Trashcans can be placed on the street no earlier than Tuesday and removed from the street no later than Thursday at midnight (Friday 12:00 am).

Street sweeping is done as a community beautifying service on the 1st and 3rd Fridays of each month. Please avoid parking on the street on these days. Vehicles that remain parked on street obstructing street sweeping may be cited per rule #6a of the Parking & Vehicle Rules (see page 12).

IV. GATEHOUSE AND FRONT GATE POLICIES & PROCEDURES

Note: Gate staff are not allowed to accept mail, packages, or messages for residents.

All new residents must visit the Clubhouse to establish residency in the online system. Each new resident will need to bring in paperwork showing proof of ownership or tenancy. The information will be entered into the online system to allow guest registry. No changes will be accepted via phone to guards at the guardhouse. If an online account is already active, residents must contact the Clubhouse to add individuals to the guest list or login to their Dwelling Live account to add them.

The gate staff operates the guest side arm only. If you do not have a transponder, you are required to enter through the Guest side. Should you attempt to enter through the Resident side without your transponder, or if your transponder is not working, gate staff will inform you of the need to reactivate or replace the transponder. Any residents or guests entering the guest side lane will be required to provide a valid form of government issued identification, the address that they are visiting or residing and the name of the individual(s) they are visiting. Gate staff may or may not allow access without transponder, follow gate staff's direction. Please report all Resident gate operation issues to the staff from the visitor lane. Please contact the Clubhouse staff if the transponder is believed to be defective.

One car through residential gate at one time. Due to security concerns, Tailgating is prohibited and will result in a citation notice.

A. VEHICLE TRANSPONDERS

ALL residents are to obtain a vehicle transponder that will be used to ensure resident vehicles entering through the Resident lane are able to quickly enter the community without assistance.

- Transponders are issued only to the vehicles of Homeowners/current residents of the Green River Community with the proper proof of ownership of vehicle (current registration) and residency (escrow papers, rental agreements, or current utility bill).
- If resident is requesting a transponder for a company vehicle not registered in his/her name, the resident must provide company vehicle registration and proof of employment (along with proof of residency as outlined above). Transponders are issued for 1 year and must be renewed at time vehicle registration expires. A transponder will not be issued for a commercial vehicle unless the resident demonstrates the vehicle can park wholly within the

residence's enclosed garage. If the vehicle is not so parked while in the community, the transponder is subject to deactivation. Transponders are also subject to deactivation for other vehicle-related violations.

- All transponders must be correctly mounted on the vehicle (by clubhouse staff). No unmounted transponders will be allowed without an "exception authorization" issued by the Board of Directors.
- New or replacement transponders must be purchased. Please check with the Clubhouse for the most current pricing.
- Those residents who possess a verified defective transponder will receive a free replacement from the Clubhouse. (verified defective is a transponder that never worked or stopped working shortly after installation)

B. GUESTS

ALL GUESTS MUST SHOW A VALID DRIVERS LICENSE (for driving a vehicle,) or a VALID ID (for walking access) AT THE GATEHOUSE IN ORDER TO GAIN ENTRY INTO THE COMMUNITY**.** In addition, all vehicles entering the community must have current registration/tags.

Residents must enter their guest's name(s) into the online system in order for their guest(s) to be admitted into the community. Call the Clubhouse and provide the name of the guest(s) to be added to the guest list. The resident must have an active DwellingLive account to add names to the guest list. The resident must provide a code word along with the guest name.

The Clubhouse phone number is (951) 734-9900. It is to be used by residents only. This number is not to be given to guests.

Note: A resident code word is required when calling in a guest's name. Residents who either cannot give a code word or cannot give the correct code word will not be authorized to admit guests via the phone.

- Each family chooses a code word and is responsible for remembering that code word.
- The guard is not allowed to change or give out code words over the phone.
- To change your code word, please do so online via the on-line website or visit the Clubhouse for assistance.

Note: If the guard is unable to contact a resident at their home, the guest will not be allowed to enter the community.

Guest Parking:

1. Each guest will receive a temporary parking pass. This allows a guest to park on a street within the community for a limited period of time.
2. The parking pass must be visible in the windshield.
3. The guest vehicle must be operational and have a valid registration and the guest must have a valid driver's license.
4. The Association reserves the right to deny issuance of a temporary pass to any person it deems to be a resident (on a part-time or full-time basis) within the community.

C. KEY FOB

1. Key fobs are available at the clubhouse for purchase at current standard rates.
2. Clubhouse key fobs are issued to Homeowners/current residents of the Green River Community with the proper proof of residency.
3. Residents will not be able to gain access into the Clubhouse without the key fob.
    a. If a key fob is lost or broken, a new or replacement key fob must be purchased. Please check with the Clubhouse for the most current pricing.
    b. There is a limit of two (2) key fobs for each residence. Key Fobs are associated with a specific address and are not transferable to another address.
4. Key fobs are subject to deactivation/forfeiture for violation of the Association's governing documents, including these rules.

V. PARKING & VEHICLE RULES

1. All streets within the Green River community are private.
2. All vehicles must be driven carefully and drivers must obey speed limits.
3. The speed limit for all streets within the Green River community is 15 miles per hour.
4. No bicycles, motorcycles, mopeds, scooters or skateboards may be used or ridden on the non-street common areas.
5. No motorized scooter, off-road motorcycle (i.e., dirt bike), mini-bike, or any unlicensed motor vehicle may be operated or ridden on the streets or sidewalks within the community, or on common areas, including the recreational facilities.
    a. The Board of Directors in good faith believes, based on its investigation and experiences to date, that the operation of motorized scooters and similar vehicles on the Association's streets and property is unsafe under any circumstances, presents an unreasonable exposure of injury to the operators and others, and unduly exposes the Association to liability. Some other factors considered in making this decision is that the State law requires that motorized scooters only be operated within bicycle lanes and the Association streets do not have bicycle lanes.
6. The following vehicle violations will result in notices being issued to the homeowner; the homeowner will be summoned to a Board Meeting for possible fine and/or other disciplinary action.
    a. A vehicle cited for obstructing streetsweepers.
    b. Failing to stop at designated stop signs
    c. Tailgating through residential gate (with or without a transponder)
7. Do not park in the school bus drop zone. The curb is painted red, violators will be issued notices and are subject to immediate tow.
8. Notices will be issued for infractions of the parking rules. Vehicles parked in violation of the rules are subject to immediate tow and/or issuance of violation notices, fines and other disciplinary action.
    a. The following requirements must be satisfied in order for a resident vehicle to be parked on a street:
        1. The vehicle must be operable and have a current, valid registration registered at a residence within the community. The garage and driveway are being used to their maximum designed capacity for the parking of authorized vehicles.
        2. Inoperable Vehicles. A vehicle will be deemed inoperable if it has a flat tire, is missing a wheel/tire, is on blocks, displays a significant amount of body damage (as determined by the Board of Directors in its sole discretion), cannot be driven, and/or the engine does not start. In addition, the Board of Directors may deem a vehicle to be inoperable if it is continuously parked on the driveway for long periods of time. No inoperable vehicle may be parked on a street. In addition, no inoperable passenger vehicle may be parked on a lot except wholly enclosed within a garage or when screened from view in a manner approved by the Architectural Committee.

9. No overnight parking is allowed in the Clubhouse parking lot. No parking or loitering on Crestridge Dr. adjacent to Clubhouse after clubhouse closes (signs posted).
10. Vehicles must be parked in the direction of the flow of traffic on all streets.
11. Vehicles may not park side by side in cul-de-sacs.
12. Vehicles may not park one behind the other in a driveway if the second vehicle extends into the street.
13. Boats, RV's (recreational vehicles), campers, etc., are not allowed within public view of the community except with a 24-hour pass issued by the Gatehouse. A 24-hour pass will be issued every 48 hours.
    - Boats and other recreational vehicles may not be parked within the community except when wholly enclosed in a garage or on a lot when screened from view in a manner approved by the Architectural Committee. No street parking of the aforementioned vehicles is permitted, except that a resident may obtain a 24-hour pass for loading and unloading purposes only.
14. Commercial Vehicles:
    a. Trailers and commercial trucks may not be parked within the community except when wholly enclosed in a garage or on a lot when screened from view in a manner approved by the Architectural Committee. No street parking of such vehicles is permitted, except that a resident may obtain a day pass (no overnight parking) for a vendor.
    b. Acceptable dimensions of commercial vehicles and trailers cannot exceed these dimensions:
        1. Length - 240"
        2. Width - 82"
        3. Height - 86"
        4. Weight - 6500 lbs.
    c. If any one of these rules are violated, notices will be issued and/or the violating vehicle may be towed.
    d. Delivery/pick-up vehicles will receive a pass for enough time to accomplish their purpose.
15. Do not park in front of mailboxes.

    Mail carriers will not deliver mail to boxes that are blocked. Although the curbs are not painted red, obstructing mail delivery is a violation of Parking Rules. Vehicles blocking mail delivery may be cited and/or towed at owner's expense.

All applicable provisions of the California Vehicle code are enforceable.

A. VEHICLES PARKED IN A RED ZONE OR A "NO PARKING" ZONE ARE SUBJECT TO IMMEDIATE TOW AT THE OWNER'S EXPENSE.

1. Any vehicle parked in violation of these Parking Rules may be towed at the vehicle owner's expense.
2. The Homeowner may also be assessed a penalty for the violation.
3. The Association will not*, under any circumstance,* reimburse a vehicle owner for towing expenses.
4. Vehicles belonging to or being operated by guests of residents or Homeowners are subject to all of these Parking Rules and Regulations. **Homeowners are responsible for the location and activity of vehicles belonging to their guests and tenants, and are responsible for ensuring that their guests and tenants are made aware of these Parking Rules and Regulations.**

B. TOWING POLICY

1. Any traffic or parking violation will result in the vehicle being ticketed. The registered resident will be given **twenty-four (24) hours** to bring the vehicle into compliance with Association's parking and vehicle restrictions to prevent further action.

2. After a **third** parking or vehicle restriction violation is issued to a vehicle within a twelve (12) month period, the vehicle may be immediately towed in compliance with the California Vehicle Code and at the sole expense of the vehicle owner.

3. The GRHOA may immediately tow any vehicle which is parked (1) in a marked fire lane, (2) within fifteen (15) feet of a fire hydrant, (3) in a space designated for handicapped parking, (4) in a manner which interferes with access to or from the Community by a commercial towing company, (5) in front of a mailbox or interfering with access to a mailbox or, (6) overnight in the Clubhouse parking lot, (7) Crestridge Drive adjacent to Clubhouse after Clubhouse closing time without further ticketing or any further warning, in compliance with the California Vehicle Code, or any changes thereto, and at the sole expense of the vehicle owner.

4. The GRHOA may cause vehicles to be removed from the Community when in violation of the GRHOA's traffic and parking rules. In such instance, an authorized Association representative will take action, and when such action is taken, the vehicle owner shall be solely responsible for all related costs resulting there from.

5. This policy does not affect the rights of a Homeowner acting on his or her own behalf to remove a vehicle, in which the Homeowner believes to be interfering with his or her legal rights. However, no individual Homeowner or resident is permitted to act unilaterally for the GRHOA in enforcing this policy.

6. Any vehicle parked for more than 96 hours will be considered a "stored" vehicle. It will be considered in violation and subject to the GRHOA's Towing Policy.

VI. COMMON AREA RULES

1. No equipment, plants, or other GRHOA property may be altered or removed from common areas or transferred to another common area unless authorized by the Board of Directors.
2. Unauthorized adjustments to light equipment and timing devices are strictly prohibited and subject to penalty to be set by the Board of Directors.
3. Damage to any common area property, including sprinklers, walls, fences, gates, etc., will be the financial responsibility of the responsible Homeowner.
4. No open fires, fireworks, explosive devices, archery equipment, or firearms (including BB, pellet, or paint guns) are permitted in the common areas.
5. No posting of signage or other items on the common area is permitted unless authorized by the Board of Directors.
6. Portable basketball backboards/hoops within the GRHOA will be permitted for daylight use only. The basketball backboard/hoop shall be removed from the street and/or driveway approach area each evening at dark. The basketball backboard/hoop may remain on the driveway area overnight if at least four (4) feet from the sidewalk or driveway approach. Basketball backboard/hoops may not be used or stored on the sidewalk or street at any time.
7. Smoking is not permitted in any of the common areas. This includes, but is not limited to, tobacco, cannabis, e-vapor, etc.
8. No loitering in the parking lot or areas adjacent to the clubhouse before clubhouse opens or after clubhouse closes.
9. Use of illegal substances and/or alcohol on the common area is not permitted. However, alcohol is permitted in the pool area and alcohol is permitted in the Clubhouse during an event.
10. No signs or other advertising devices may be placed or installed on the Common Areas except as may be specifically approved by the Board of Directors in writing. This includes real estate signs, political signs and garage sale signs.

11. <u>Civil Code Section 4515</u>

a. Use of common area for the purposes described in Civil Code Section 4515(b)(1), (2) and (3), hereinafter referred to as "4515 Meetings," shall be scheduled by the Association for common area meeting locations on a first-come, first-served basis. The Association member or resident shall state, in writing, the subject of the meeting which qualifies it as a 4515 Meeting.

b. 4515 Meetings do not have priority over other permitted uses of Association facilities. 4515 Meetings shall only be held in meeting room space; Association open space areas and specialty rooms, such as exercise rooms and recreational facilities, are not considered meeting space.

c. Hours of operation previously established for Association facilities remain in effect. 4515 Meetings may only be scheduled for the Association's established hours of operation.

d. No alcoholic beverages may be sold, distributed or consumed during or at 4515 Meetings. No food shall be served at 4515 Meetings.

e. If the Homeowner or his/her/their/its tenant or co-resident reserves any community facility for a 4515 Meeting, that Homeowner shall be liable for any and all injuries or damages, including, but not limited to, property damage or personal injuries caused by attendees, which result from or occur at said 4515 Meeting. Should any such damages result or occur, the Association shall have the right to seek indemnity from the responsible Homeowner, levy a special assessment against the responsible Homeowner following notice and hearing, or seek any other remedy available under the Association's governing documents or California law to enforce the obligation of the responsible Homeowner.

f. All persons attending the 4515 Meeting shall be deemed the responsible Homeowner's guest. The Homeowner will be responsible to the Association for the acts of the guests, including those occurring while using Association common area to travel to and from the 4515 Meeting. A list of names of outside guests must be provided to the Association at least one full business day in advance of the event. Outside guests must have valid identification to check against the outside guest list. If they are operating a vehicle they must show a valid diver's license.

g. The Association is in no way responsible for and shall not make any determination regarding the propriety or accuracy of the opinions, points of view, advocacy or information presented by any person at a 4515 Meeting.

h. All persons attending a 4515 Meeting do so at their own risk. The Association is in no way responsible for the conduct of the 4515 Meeting or the safety or security of persons in attendance.

i. The Board of Directors may determine if a sham 4515 Meeting was conducted for a purpose not permitted by Civil Code Section 4515(b)(1), (2) and (3), e.g., a meeting was conducted for purposes of a commercial solicitation rather than for a bona fide matter of public interest pursuant to the statute. If the Board of Directors determines that such a sham 4515 Meeting was held, the Board may, after notice and hearing, charge the responsible Homeowner a special assessment for all costs

and expenses incurred by the Association as a result of the sham 4515 Meeting as well as a fine or other disciplinary action.

j. All other Association rules and regulations remain in effect and applicable to 4515 Meetings, responsible Homeowners residents, and 4515 Meeting attendees except to the extent those rules are contrary to the foregoing or contrary to Civil Code Section 4515.

VII. LANDSCAPE MAINTENANCE EASEMENTS

The Association holds an easement over some of the Homeowners' rear yard slope areas for landscape maintenance purposes. The Association's agents and landscape vendor need to be able to access and service these areas and pets are not permitted in the easement areas. Further, Homeowners are not permitted to modify or install improvements within the easement areas without prior written Association approval. The Association is not responsible for repairing or replacing fences/walls within or bordering the easement area.

VIII. PET RULES

1. Any dog on the common area (except in the dog park) must be on leash held by a person capable of controlling the dog. All pets, if required by state and/or local laws, shall be subject to compliance with all state or local leash laws at all times when in the common area or front yards. (Corona Leash Law or any subsequent ordinance or variation thereof.)
2. All dogs whether in community common areas or in front yards, shall be on leash and under continuous supervision and positive control by the owner at all times (i.e., tying up at front walkway to the clubhouse or on the fencing at the tot lot is not allowed).
3. All pets, if required by state and/or local laws, must be licensed and wear appropriate tags.
4. No dogs will be permitted in the tot lot at any time.
5. Owners are responsible for cleaning up after their pets in all common areas, on sidewalks and in streets. Be a good neighbor and clean up after your pet if he/she has defecated in neighbors yards. A pet defecating in any common area, including landscape adjacent to the clubhouse area, is strictly prohibited; pet owners must clean up after their pets immediately.
6. Excessive barking is not permitted.
7. Dogs are allowed to be off leash in the Dog Park. Please clean up after your pet.
8. If your pet is sanctioned by animal control as an “aggressive pet,” it must be on a leash and under control at all times when in the Community (in the front yard, on the sidewalks, streets and at the dog park).

IX. CLUBHOUSE POLICIES & RULES

The Clubhouse and its associated common facilities are reserved for use and enjoyment of GRHOA Homeowners and tenants. For your protection and that of the community, any intentional unauthorized use of the facilities, including but not limited to violation of hours posted, as identified in this section, is considered to be **TRESPASSING** and shall be dealt with to the full extent of the law.

Reservation/saving specific clubhouse facilities equipment and/or indoor/outdoor furniture, especially during community events, is strictly prohibited unless coordinated with Clubhouse staff as a private party (if available) and is subject to additional rules not included in this packet. Placement of personal items left on equipment or furniture is allowed only while the owner is present. The GRHOA and/or Clubhouse staff is not responsible for lost or stolen items left attended or non-attended.

Bathroom Lockers are for short term use only. All locks and locker content are to be removed by end of business each day. Staff reserves the right to remove and dispose of locks and locker content at end of day.

A. CLUBHOUSE RULES

1. The Clubhouse and its facilities (pool, courts) are closed on New Year's Day, Easter, Thanksgiving Day, and Christmas Day. Please contact the Clubhouse for the most up-to-date schedule and hours.
2. The Clubhouse is reserved for use by Homeowners and tenants.
3. Four (4) guests are allowed per residence to use the facilities only when accompanied by a Homeowner or tenant.
4. It is the responsibility of the Homeowner to know the GRHOA Rules & Regulations and to inform the tenants and guests of these rules.
5. Anyone who appears to be under the influence of a controlled substance or engaging in misconduct will be removed from the Clubhouse.
6. Failure to comply with Clubhouse/common area rules will be grounds for removal from the Clubhouse by the Clubhouse manager and staff, and may be subject to further disciplinary action.
7. Children under the age of 14 are not allowed to be in the clubhouse without direct supervision.
8. Children, ages 14-18, can use clubhouse amenities (including pool) when presenting proof of residency and school picture ID/valid state issued ID (validating age).
9. Please report unsafe conditions to Clubhouse staff and AVALON immediately.
10. No animals are allowed in the Clubhouse or pool area. Service/Therapy Animal owners can file for an exception to the Board of Directors.

B. POOL

WARNING: There is no lifeguard on duty. Swim at your own risk.

1. An adult must accompany persons under the age of 14. The adult must be poolside at all times.

2. The Clubhouse staff may restrict anyone for non-compliance of the pool rules (i.e., excessive horseplay, diving, running or failure to obey rules of the Green River Clubhouse, etc.). If you do not voluntarily leave when asked by the staff, this will be considered trespassing and the police will be called.
3. Dangerous practices are prohibited at all times, and failure to comply with staff instructions can lead to removal from the Clubhouse area and may be subject to further actions extending beyond removal.
4. Persons with colds, coughs, red or infected eyes, skin eruptions, open wounds or sores are not permitted in the pool.
5. Persons depositing foreign matter of any kind in the pools may be denied pool privileges and be held liable for any expense incurred by the GRHOA for the correction of the problem.
6. Appropriate swimwear is required. No cut offs, long pants or Bermuda shorts are to be worn in the pools.
7. No diving.
8. No running or shoving will be permitted around the pool area.
9. No eating or drinking while in the pool.
10. Swimmers are not allowed to have gum, candy, or any food in their mouth while in the pool.
11. No glass in the pool area. Beverages and food must be stored in plastic containers.
12. Report damaged/broken equipment or unsafe conditions to clubhouse staff immediately.
13. Radio players will be allowed as long as they are not annoying to others using the pool area. This will be up to the discretion of the Clubhouse staff.
14. Lounges, chairs and table availability around the pool are on a first come, first serve basis.
15. Please remove all personal belongings when leaving pool area. The GRHOA is not responsible for lost or stolen items.
16. It is requested that showers be taken before entering the pools. Showers are located in Clubhouse locker rooms.
17. No suntan oil or lotions in the pool. If you have applied some, please shower before entering.
18. No boogie boards or large inflatable water toys will be allowed in the pool (kick boards and small noodles are exempt). Clubhouse Staff retains the right to limit use during busy pool times.
19. No water guns or water balloons in the pool area.
20. No hard plastic, metal or styrofoam toys are allowed in the large pool.
21. No balls that may cause injury to others are allowed in the pool area.
22. No bikes, skateboards or roller skates are allowed in the pool area.
23. No animals allowed in the pool area.
24. Incontinent persons (including, but not limited to, infants) must wear sung-fitting rubber pants or swim diapers.
25. The Clubhouse Manager reserves the right to regulate and schedule all pool activities.
26. Immediate problems with the pool area concerning the use of the pool shall rest with the manager and clubhouse staff on duty. Decisions will be made in the interest and welfare of all members

27. The rules governing public pools in respect to health standards will be enforced.
28. Non-swimmers or weak swimmers may only use the pool if they are in constant physical contact with a person over the age of 18 that is competent to assist them in the water and prevent them from drowning or if wearing a U.S. Coast Guard approved floatation device.

C. WADING POOL

WARNING: There is no lifeguard on duty. Use at your own risk.

1. Incontinent persons (including, but not limited to, infants) must wear sung fitting rubber pants or swim diapers.
2. Plastic toys are allowed in the wading pool. However, metal or styrofoam toys are not allowed.
3. Boogie boards, kick boards, or large inflatable water toys are not allowed.
4. No drinking or eating (including gum and candy).
5. Immediately report damaged/broken equipment, or unsafe conditions to Clubhouse staff.
6. The Clubhouse Manager reserves the right to regulate and schedule all wading pool activities.
7. Problems concerning the use of the wading pool or its area shall rest with the Clubhouse Manager or staff. Decisions will be made in the interest and welfare of all members.
8. The rules governing public pools in respect to health standard will be enforced.

D. SPA

WARNING: There is no lifeguard on duty. Use at your own risk.

1. Persons under the age of 5 may not use the spa at anytime.
2. Persons aged 6-14 years old may not use the spa unless accompanied by a competent adult.
3. Appropriate swimwear is required (no cut offs, long pants or Bermuda shorts are permitted).
4. No eating in or on the sides of the spa.
5. Horseplay of any kind will result in immediate removal. Dangerous practices are prohibited at all times, and failure to comply with Clubhouse staff instructions may be subject to further actions extending beyond removal.
6. No running, shoving, or jumping in the spa.
7. No smoking or vaping in the spa.
8. Absolutely no soaps, oils or other foreign substances may be used in the spa (bathing and shampooing are prohibited).
9. Persons subject to fainting or ailments aggravated by heat should not use the spa.
10. Persons with heart trouble or high content pressure should not use the spa without their physician's consent.
11. Use of alcoholic beverages while in the spa is extremely dangerous and not recommended.
12. Beverages must be in plastic containers (**no glassware**).
13. If you have any health problems, consult your physician prior to using the spa.

E. SAUNA/STEAM ROOM/ BATHROOMS

WARNING: Exposure to possible extreme temperatures and/or humidity may cause unexpected medical conditions, including the possibility of death. Use of the Sauna/Steam Room is at your own risk. It is not recommend that you use the sauna/steam room alone.

1. Persons under the age of 14 must be accompanied by a competent adult while in the Sauna/Steam Room.
2. If you have any health problems consult your physician prior to use.
3. Members and guests are asked to shower before using the Sauna/Steam Room.
4. Water for the steam is to be placed in the tray at the top of the heating unit.
5. No foreign substance may be placed in or on the heating unit.
6. No shaving is allowed.
7. All bathers must sit on a towel.
8. All timers and light switches should be turned off after use.
9. Report damaged/broken equipment, or unsafe conditions to Clubhouse staff immediately.
10. Clothing is required in the Sauna/Steam Room.
11. Showers are for rinsing before and after pool use. Restrict showers to less than 5 minutes.
12. Handicap showers are for Handicap use only.
13. No flushing of anything other than toilet paper in the toilets. Please note: A homeowner can be held accountable for any associated plumbing expense resulting from flushing other than toilet paper in toilets.

F. LOCKERS

1. Lockers are on a first-come, first-serve basis.
2. Locks must be used at all times.
3. The GRHOA and/or Clubhouse staff are not responsible for lost or stolen items either locked or unlocked.
4. Lockers are for day use only and must be cleared out at end of each day/visit.
5. NO OVERNIGHT STORAGE

G. WEIGHT ROOM

WARNING: Aerobic exercise and weight training is an activity in which physical injury, or even death, can occur. There is no attendant on duty. Use of Weight Room is at your own risk. It is not recommend that you exercise or lift weights alone.

1. The use of the Weight Room is for residents only.
2. Persons under the age of 14 must be accompanied by a parent or guardian (18+) and a waiver must be on file in the Clubhouse office.

3. Clubhouse staff are not certified instructors and workout programs must be put together by the individuals themselves.
4. Weights are to be put in their proper place after use.
5. Workout towels are required and machines must be wiped off after use.
6. Proper use of the equipment is presumed at all times.
7. Report damaged/broken equipment, or unsafe conditions to Clubhouse staff immediately.
8. Moving machines/altering their location is not allowed.
9. Proper attire will be worn at for workouts (i.e., no bathing suits or street wear).
10. Enclosed soft-toed shoes must be worn at all times (i.e., tennis shoes).
11. Shirts will be worn at all times
12. No food or drinks are allowed (water bottles are exempt).
13. No smoking or vaping
14. Proper conduct and common courtesy are presumed at all times.
15. The Weight Room is for exercising. No loitering.
16. These rules are designed for the safety of all users. Deviation from these rules may result in loss of privileges or fines.
17. There is a time limit for use of the cardio machines in the weight room. Machines may not be used for more than 30 minutes at a time per person

H. RACQUETBALL COURTS

Racquetball Courts are for racquetball only unless otherwise assigned for special events by the Clubhouse Manager.

1. The basis of all court rules is to assure equitable court play and maximum court usage.
2. All courts are assigned for one-hour increments. (Court 1 is assigned on the hour; Court 2 is on the half-hour).
3. Reservations may be made one week prior to play.
4. Only Homeowners and tenants may make reservations.
5. All players must complete court use before being assigned another court.
6. Failure to cancel a reserved court may lead to suspension of privileges.
7. Court will be forfeited if players are more than fifteen (15) minutes late.
8. Walk-ons are permitted but reservations are recommended to assure court time.
9. Players with reservations have priority over walk-ons.
10. Players may continue beyond scheduled time if there are no players waiting.
11. Waiting players are responsible for informing participation players of their waiting.
12. Failure to relinquish a court to assigned players may result in loss of privileges.
13. Waiting players will create minimum distractions to players while the ball is in play.
14. Do not enter the courts while the ball is in play or before your assigned time.
15. Proper court etiquette and common courtesy are presumed at all times.
16. Do not throw or hit rackets against the walls.
17. Report or unsafe conditions to the Clubhouse staff immediately.
18. No spitting in courts or entryway.
19. No food or drinks will be permitted on the courts.

20. Beverages may be kept outside the courts in non-glass containers.
21. Proper court attire must be worn at all times.
22. Proper footwear is necessary. Tennis/court shoes only. No jogging shoes, repaired shoes or shoes that will mark the court surface. Players are responsible for cleaning up any marks left by footwear.
23. No tennis racquets allowed in the racquetball courts.
24. No wooden racquets.
25. Metal racquets must have bumper guards.
26. All racquets must have wrist cords for players' safety.
27. Due to the high speed of the ball, you must wear safety goggles.
28. Players must use a non-black, preferably blue racquetball.
29. Homeowners are responsible for any damages to the courts caused by themselves, their tenants or guests.
30. The Clubhouse Manager or staff reserves the right to schedule court assignments for tournament or league play.
31. Officially scheduled events will have priority over regular court play.
32. Persons under the age of 14 must have a waiver on file in the office signed by the appropriate adult/guardian.

I. TENNIS COURTS

1. The basis of all court rules is to assure equitable court play and maximum court usage.
2. Tennis courts are for tennis only unless assigned for special events by the Clubhouse Manager and/or staff.
3. All court assignments and reservations are made through the Clubhouse office.
4. The tennis courts are assigned for one-hour increments.
5. Reservations may be made up to one-week prior to play.
6. Only Homeowners or tenants may make reservations.
7. Two players must be present for court assignment.
8. All players must complete court use before being assigned another court time.
9. Failure to cancel a reserved court may result in suspension of privileges.
10. Courts will be forfeited if scheduled players are more than fifteen (15) minutes late.
11. Walk-ons are permitted but reservations are recommended to assure court time.
12. Players with reservations have priority over walk-ons.
13. Players may continue beyond the scheduled time limit if there are no players waiting.
14. It is the responsibility of the waiting players to inform participation players of their waiting.
15. Failure to relinquish the court to assigned players may result in the loss of privileges.
16. Waiting players will create minimum distractions to players while the ball is in play.
17. Do not enter the court while the ball is in play or before your assigned time.
18. Proper court etiquette and common courtesy are presumed at all times.
19. Do not throw or hit racquets against the net or windscreen to avoid tearing them.
20. Report or unsafe conditions to clubhouse staff immediately.
21. No hanging or sitting on the tennis net.

22. No food will be permitted on the court.
23. Beverages must be kept outside the court in non-glass containers.
24. Proper tennis attire will be worn at all times.
25. Proper court shoes are a must.
26. The Clubhouse Manager and/or staff reserve the right to regulate and schedule all tennis court activities.

J. MULTIPURPOSE COURT

1. The basis of all court rules is to assure equitable court play and maximum court usage.
2. The multipurpose court is designed for many uses (i.e., pickleball, basketball, roller hockey, soccer). If you are interested in using the court for another activity, please contact the Clubhouse staff.
3. No reservations will be taken for the multi-purpose court but activities should change over on the hour.
4. Proper court etiquette and common courtesy are presumed at all times.
5. No slamming into, hitting or pulling on fences to avoid tearing of windscreen.
6. The court is restricted from activities, which may damage the court, fences, or other court amenities.
7. Report or unsafe conditions to Clubhouse staff immediately.
8. The Clubhouse Manager and/or staff reserve the right to regulate and schedule all court activities.

K. BASKETBALL COURT

1. The basis of all court rules is to assure equitable court play and maximum court usage.
2. The basketball court is designated for basketball only, unless otherwise assigned for special events by the Clubhouse Manager and/or staff.
3. Reservations will be taken for two (2) hour increments.
4. Only Homeowners or tenants may make reservations.
5. Failure to cancel reservations may result in a suspension of privileges.
6. The court will be forfeited if scheduled players are more than fifteen (15) minutes late.
7. Proper court etiquette and common courtesy are presumed at all times.
8. No hanging or climbing on the basketball rims, nets or posts.
9. Report damaged/broken equipment, or unsafe conditions to clubhouse staff immediately.
10. Persons who make reservations are responsible for returning the equipment after play.
11. The Clubhouse Manager and/or staff reserve the right to regulate and schedule all court activities.

X. FITNESS CENTER EXPANDED HOURS PROGRAM

The fitness center is open for use during the hours the Clubhouse is staffed. The fitness center is also available for use outside of Clubhouse staffed hours for members enrolled in the Fitness Center

Expanded Hours Program (application form, waiver, assumption of risk and other paperwork and details are available at the Clubhouse from staff during regular office hours).

Program Details

Must be an Association member in good standing, or a tenant of a member in good standing where the member provides the Association with written authorization for tenant to participate. Only persons 18 years or older are qualified to enroll in the Program. Guests are not permitted. Minors are not permitted. No social gatherings, fitness center use only. No music (except via use of headphones or ear buds so that the music is not audible to anyone else). No use of the TVs or audio system.

All regular fitness center rules apply to Program use. Further, persons using the fitness center via the Program can leave no trace of their use. No trash. Equipment must be put back in its proper place. Messes must be cleaned up.

When signing up for the Program, all persons 18 years or age or older in the household must sign the waiver of liability and assumption of risk form.

Enrollment in the Program can be revoked for violation of Program rules, inappropriate conduct and/or in response to damage to the fitness center. Persons enrolled in the Program for more than 30 days must post a deposit with the Association. The amount of the deposit is subject to change from time to time. Persons can terminate their participation in the program by delivering written notice to the Association.

No use of amenities other than the fitness center is permitted. No access to the pool, spa or office.

Only persons enrolled in the Program may use the fitness center after hours.

Access to the fitness center for persons enrolled in the Program is via key fob. Only members who are enrolled in the Program will have their key fobs activated to permit after hours access. A record of key fob use is kept. If your key fob was used to gain access after hours, and there is subsequently an incident or damage, you are potentially responsible for the incident or damage. Damage repair cost can be posted to your Association account as a special assessment. The Association can and will use circumstantial evidence to establish liability. Your consent to the same is a condition for enrollment in the Program. A member cannot avoid responsibility or liability by claiming they did not authorize use of their key fob. If someone, authorized or not, uses your key fob to access the facility after hours, you can be held personally responsible for a resulting incident or damage.

There are video cameras recording the entrance to the Clubhouse and the fitness center. Your enrollment in the Program constitutes your consent to the recording. The cameras are not actively monitored. The Association may use the recordings in connection with assigning responsibility for an incident or damage.

The Board reserves the right to terminate the Program if the Program becomes too problematic, i.e., people bring in guests, follow-through incidents where people try to gain access without use of their key fob, vandalism, theft, attempts to access the pool, spa or other Clubhouse facilities, etc.

XI. NON-OCCUPANT OWNER FACILITY USAGE

1. Delegation of Use Rights

Pursuant to Article II, Section 4 of the Declaration (CC&Rs), an Owner has the right to delegate their right of enjoyment of the Common Area and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

a. When an Owner leases, rents, or provides their residence to a tenant or third party and ceases to reside at the property ("Non-Occupant Owner"), this delegation of rights constitutes a transfer of usage privileges for the recreational facilities.

b. Usage rights for the recreational amenities (including but not limited to the pool, spa, weight room, and sport courts) are appurtenant to the Lot and cannot be duplicated. Therefore, when a tenant or lessee resides in the home and holds the right of use, the Non-Occupant Owner relinquishes their personal right to use the recreational facilities for the duration of the lease or occupancy.

2. Access Credentials (Fobs and Transponders)

a. In alignment with the Association's access policies, Key Fobs, Smart Phone Credentials (SPC), and Vehicle Transponders are issued only to Homeowners or current residents who can provide valid proof of residency (e.g., utility bill, lease agreement).

b. Upon the issuance of facility access credentials to a tenant/resident, any recreational access fobs currently held by the Non-Occupant Owner for that specific Lot shall be deactivated or restricted to administrative access only.

3. Exceptions and Retained Rights

Notwithstanding the restrictions in Section 1 above, Non-Occupant Owners retain the following specific rights to access the Common Area:

a. Association Business: Non-Occupant Owners may access the Common Area to attend Board Meetings, Annual Meetings, Town Halls, or to conduct administrative business with Management at the Clubhouse.

b. Property Maintenance: Non-Occupant Owners may enter the community to inspect their property or perform necessary maintenance on their Lot or Side Yard Easements.

c. Clubhouse Rentals: While Non-Occupant Owners relinquish daily recreational use (gym/pool), they remain ultimately responsible for private Clubhouse Rentals. Tenants requesting clubhouse rentals require authorization from the Homeowner. The Non-Occupant Owner must execute the rental agreement, submit the required payments/deposits, and assume liability for the event.

4. Enforcement

a. Any Non-Occupant Owner found utilizing the swimming pools, fitness center, or sports courts while their property is leased to a tenant will be considered in violation of these Rules.

b. Violations are subject to the Association's Violation Enforcement Policy, including notice, hearing, and fines.

XII. VIOLATION ENFORCEMENT POLICY

1. All violations which are reported by individual Homeowners must meet the following criteria:
   a. Violation report must be in writing.
   b. Party making complaint (no anonymous complaints) must sign violation report.
   c. Violation report must identify individual in alleged violation either by name or address or time stamped photo. Physical descriptions are not sufficient for identification of individuals. Automobile descriptions and/or license plate numbers are also not sufficient for identification of individual in violation.
2. After verification, if appropriate, notice shall be sent to the Homeowner advising the nature of the violation and a time limit to rectify the violation. Where appropriate, due to previous violations, severity of the violation or otherwise, the Board may utilize a different approach and timeline for enforcement.
3. Failure to comply with the request to rectify the violation, or respond to the Board of Directors shall result in a Notice of Hearing. Such notice, requesting appearance on a specified date to be heard by the Board of Directors, shall be at least ten (10) days prior to the hearing.
4. If at the hearing the Board determines that there is or was a violation, the Board of Directors may take the following actions:
   a. Levy a fine/ penalty according to the following fine policy:
      i. Any installation or construction without prior approval: $1,000.00
      ii. First thirty (30) day period of infraction: $100.00
      iii. For the second thirty (30) day period and subsequent thirty (30) day periods thereafter, the fine will be doubled. (For example; second thirty (30) day period $200.00, third thirty (30) day period $400.00, fourth thirty (30) day period $800.00, etc.)
   b. Suspend the Homeowner's privileges to utilize the Association's amenities.
   c. Record a notice of noncompliance (if allowed by law) against a lot owned by any Homeowner who has violated any provision of the Community Declaration;
   d. Submit the matter to legal counsel for further action.
5. Hearing: the hearing shall be held before the Board of Directors in Executive Session. Additionally, the following protocol shall be observed:
   a. At such hearing the Homeowner so charged shall have the right to present oral and/or written evidence and confront and cross-examine any witnesses in attendance providing testimony.

b. Hearings will not be rescheduled. Homeowners who do not choose to attend the hearing may submit written evidence for Board consideration.

Results: The results of the hearing, including any action to be taken, shall be delivered to the Member within fifteen (15) calendar days following the date of the hearing.