

SIDE BY SIDE COMPARISON
of "PROPOSED RULES AND REGULATIONS" to the Valid CC&R's
Delivered to the Membership by the Board on December 1, 2021

Comment/Objection Period is 28 days. Board says due by January 8, 2021, but FSRresidential also referenced the 28-day period from the notice date. To ensure your comments and objections are received, be safe and get in by December 29, 2021.

HOW TO READ THE SIDE-BY-SIDE COMPARISONS:

- ◆ 2 columns: Left column is "Proposed Rules and Regulations", Right column is the comparative existing CC&R, *if any*.
- ◆ **Red** text means these rules are *new additions* or *changed* text from the original CC&R
- ◆ **Green** Highlights reflect the CC&R language that is different than the proposed rule as represented by the Board. Note: even where the "rules" cite to a CCR, we have found it is not always the actual CC&R language, and in many cases, the meaning has changed.

Valid CC&R's: Dated/Filed with County on 10/22/2001

Invalid CC&R Additions: "2011 ARC Guidelines – Additions to the CC&R's" (not ratified or filed)

BYLAWS:

Per the Meadowview Bylaws, the Board has the power and duty to make and enforce rules and regulations **consistent** with law and with the Meadowview CC&R's.

Specifically: see operative bylaws, section 4.3(b) and (k). The term "Declaration" is also known as the "Declaration of Covenants, Conditions and Restrictions of Meadowview Community Association #1" or "CC&R's"; "Restrictions" is also known as the CC&R's, i.e. "Covenant, Conditions & Restrictions":

(k) The power and duty to adopt such Rules and Regulations as the Board deems necessary for managing the Properties, which Rules and Regulations will become effective and binding after (i) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of the Board in accordance with Section 4.13, and (ii) they are either (A) posted in a conspicuous place in the Common Area or (B) sent to the Members via first class U.S. mail. Such Rules and Regulations may concern, without limitation, use of the Common Area; signs; parking restrictions; collection and disposal of refuse; minimum standards of property maintenance consistent with the Declaration and the procedures of the ARC; and any other matter within the Association's jurisdiction as provided in the Declaration; provided, however, that such Rules and Regulations are enforceable only to the extent they are consistent with the Restrictions.

(b) The power and duty to conduct, manage and control the Association's affairs, and to make and enforce such rules and regulations therefor consistent with law and with the Restrictions as the Board deems necessary or advisable.

HOW TO DETERMINE IF ACTUALLY A "RULE" OR AN AMENDMENT TO THE CC&R, (WHICH REQUIRES A VOTE BY MEMBERSHIP):

If a "Proposed Rule" is a new condition or restriction on property rights *not found in the CCR's or not consistent with the CCR's*, then it is not a "rule and regulation" and the proper forum is to amend the CCR's by vote of membership, not Board vote.

If a "Proposed Rule" is an operating procedure based upon the *existing* CCR and is *consistent* with the CC&R, then it is a rule and regulation. The notice and 28-day comment/review period is the proper forum in this case.

Definitions Notes

- The proposed rules are not numbered
- The proposed definitions do not use consistent verbiage e.g., previously it was “Manager” but what is proposed is “Management” The definitions of each are also different.
- New words were added e.g., Tenants/Lessees

PROPOSED RULES AND REGULATIONS	CCR's FILED 10/22/2001
<p>Tenants/Lessees An individual who pays rent to occupy a dwelling owned by another.</p>	NA
<p>Residents A person who resides in a property within Meadowview Community Association #1. Residents can include property owners, homeowners, household members, and tenant/lessees.</p>	NA
<p>Association Staff Members Individuals employed by the Association or through contracted enterprise to perform functions of the Association as limited by the restrictions and the terms of the agreement between the Association and said person or contracted enterprise.</p>	NA
	<p>1.1. ARC. ARC means the Architectural Review Committee created pursuant to Article VIII hereof.</p>
	<p>1.2. Articles. Articles means the Articles of Incorporation of the Association as amended.</p>
	<p>1.3. Assessment. Annual. Annual Assessment means a charge against the Owners and their Lots, representing a portion of the Common Expenses, which is to be levied as provided herein.</p>
	<p>1.5. Assessment. Reconstruction. Reconstruction Assessment means a charge which the Board may levy against the Owners and their Lots, representing a portion of the Association's cost for reconstruction of any Improvements on the Common Area. Such charge shall be levied in the same proportion as Annual Assessments.</p>
	<p>1.6. Assessment. Special. Special Assessment means a charge against a particular Owner directly attributable to, or reimbursable by, that Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the Restrictions, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for herein.</p>
<p>Meadowview Homeowners Association (Association) Meadowview Community Association #1, a California nonprofit corporation, its successors and assigns. The Association is an "association" as defined in section 1351(a) of the California Civil Code.</p>	<p>1.7. Association. Association means Meadowview Community Association #1, a California nonprofit corporation, its successors and assigns. The Association is an "association" as defined in Section 1351(a) of the California Civil Code.</p>
	<p>1.8. Association Maintenance Funds. Association Maintenance Funds means the accounts created for Association receipts and disbursements pursuant to Article VI hereof.</p>

	<p>1.9. Beneficiary. Beneficiary means a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust and the assignees of such Mortgagee or Beneficiary.</p>
<p>Meadowview Board of Directors Meadowview Board of Directors or Board means the Association's Board of Directors.</p>	<p>1.10. Board or Board of Directors. Board or Board of Directors means the Association's Board of Directors.</p>
	<p>1.11. Budget. Budget means a written, itemized estimate of the Association's income and Common Expenses prepared pursuant to the Bylaws.</p>
	<p>1.12. Bylaws. Bylaws means the Bylaws of the Association.</p>
	<p>1.13. City. City means the City of Temecula, in the County of Riverside, State of California, and its various departments, divisions, employees and representatives.</p>
	<p>1.14. Common Area. Common Area means all real property and Improvements which are owned by the Association. The Common Area is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, the term Common Area as used herein specifically does not include any portions of the Properties owned by the Association which are both (a) improved or in the process of being improved with a golf course and related facilities, and (b) the subject of a lease under which the Association is Lessor for so long as such lease is in effect. Such portion of the Properties ("Golf Course Property") as of the date of Recordation of this Declaration is described on Exhibit "C" attached hereto and incorporated herein by this reference.</p>
	<p>1.15. Common Expenses. Common Expenses means those expenses for which the Association is responsible under this Declaration, including the actual and estimated costs of: maintaining, managing, operating, repairing and replacing the Common Area; unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments; any commonly metered utilities and other commonly metered charges for the Properties; managing and administering the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; all utilities, gardening, trash pickup and other services benefiting the Common Area; fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the Properties and the directors, officers and agents of the Association; bonding the members of the Board; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Properties, or portions thereof; and all other items incurred by the Association for any reason whatsoever in connection</p>

	with the Properties, for the common benefit of the Owners.
	1.16. Declaration. Declaration means this instrument as amended.
	1.17. Deed of Trust. Deed of Trust means a Mortgage as defined herein.
	1.18. Dwelling Unit. Dwelling Unit means a building located on a Lot designed and intended for use and occupancy as a residence by a single Family.
	1.19. Family. Family means (a) one or more natural persons related to each other by blood or legally related to each other by marriage or adoption, or (b) a group not all so related who maintain a common household in a Dwelling Unit on a Lot.
	1.20. Fiscal Year. Fiscal Year means the fiscal accounting and reporting period of the Association selected by the Board.
	1.21. Improvement. Improvement means any structure or appurtenance thereto, including, but not limited to, buildings, walkways, sprinkler pipes, recreational facilities, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, stairs* decks, landscaping, antennae, the paint on all exterior surfaces, hedges, windbreaks, patio covers, railings, plantings, planted trees and shrubs, poles, signs, storage areas, exterior air conditioning and water-softening fixtures or equipment.
	1.22. Lot. Lot means any residential Lot or parcel of land shown upon any Recorded subdivision map or Recorded parcel map of any portion of the Properties, with the exception of the Common Area.
Management Individual, Individuals, or contracted enterprise who control or direct a business or other enterprise.	1.23. Manager. Manager means the Person employed by the Association to perform functions of the Association as limited by the Restrictions and the terms of the agreement between the Association and said person.

<p>Members Any person holding a Membership. Membership means the property, voting, and other rights and privileges of Members as provided in the Governing Documents, together with the correlative duties and obligations contained therein.</p>	<p>1.24. Member. Membership. Member means any Person holding a Membership. Membership means the property, voting and other rights and privileges of Members as provided in the Restrictions, together with the correlative duties and obligations contained therein.</p>
	<p>1.25. Mortgage. Mortgage means any Recorded mortgage or deed of trust or other conveyance of one (1) or more Lots or other portion of the Properties to secure the performance of an obligation, which will be reconveyed upon the completion of such performance.</p>
	<p>1.26. Mortgage. Mortgagor. Mortgagee means a Person to whom a Mortgage is made and includes the Beneficiary of a Deed of Trust. Mortgagor means a Person who mortgages his or her Lot to another (i.e., the maker of a Mortgage), and includes the Trustor of a Deed of Trust. The term "Trustor" is synonymous with the term "Mortgagor" and the term "Beneficiary" is synonymous with the term "Mortgagee."</p>
	<p>1.27. Notice and Hearing. Notice and Hearing means written notice and a hearing before the Board as provided in the Bylaws.</p>
<p>Property Owners/Homeowners The person or persons holding simple interest of record to any Lot. The term "Owner" includes a seller under an executory contract of sale but excludes Mortgage.</p>	<p>1.28. Owner. Owner means the Person or Persons holding fee simple interest of record to any Lot. The term "Owner" includes a seller under an executory contract of sale but excludes Mortgagees.</p>
	<p>1.29. Person. Person means a natural individual or any other entity with the legal right to hold title to real property.</p>
<p>Property/Lot Any residential Lot or parcel of land shown upon any Recorded subdivision map or Recorded parcel map of any portion of the Properties, with the exception of the Common Area.</p>	<p>1.30. Properties. Properties means all of the real property described in Paragraph A of the Preamble to this Declaration. The Properties are a "common interest development" and a "planned development" as defined in Sections 1351(c) and 1351(k), respectively, of the California Civil Code.</p>
	<p>1.31. Record. File. Recordation. Record, File, or Recordation means, with respect to any document, the recordation or filing of such document in the office of the Riverside County Recorder.</p>
	<p>1.32. Restrictions. Restrictions means this Declaration, the Articles, Bylaws and the Rules and Regulations of the Association.</p>
	<p>1.33. Rules and Regulations. Rules and Regulations means the rules and regulations adopted by the Board pursuant to this Declaration or the Bylaws, as amended.</p>

SECTION 1.

[Section 1351 of the Civil Code is amended to read:](#)

1351.

As used in this title:

(a) "Association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

(b) "Common area" means the entire common interest development except the separate interests therein. The estate in the common area may be a fee, a life estate, an estate for years, or any combination of the foregoing. However, the common area for a planned development specified in paragraph (2) of subdivision (k) may consist of mutual or reciprocal easement rights appurtenant to the separate interests.

(c) "Common interest development" means any of the following:

(1) A community apartment project.

(2) A condominium project.

(3) A planned development.

(4) A stock cooperative.

(d) "Community apartment project" means a development in which an undivided interest in land is coupled with the right of exclusive occupancy of any apartment located thereon.

(e) "Condominium plan" means a plan consisting of (1) a description or survey map of a condominium project, which shall refer to or show monumentation on the ground, (2) a three-dimensional description of a condominium project, one or more dimensions of which may extend for an indefinite distance upwards or downwards, in sufficient detail to identify the common areas and each separate interest, and (3) a certificate consenting to the recordation of the condominium plan pursuant to this title signed and acknowledged by the following:

(A) The record owner of fee title to that property included in the condominium project.

(B) In the case of a condominium project that will terminate upon the termination of an estate for years, the certificate shall be signed and acknowledged by all lessors and lessees of the estate for years.

(C) In the case of a condominium project subject to a life estate, the certificate shall be signed and acknowledged by all life tenants and remainder interests.

(D) The certificate shall also be signed and acknowledged by either the trustee or the beneficiary of each recorded deed of trust, and the mortgagee of each recorded mortgage encumbering the property.

Owners of mineral rights, easements, rights-of-way, and other nonpossessory interests do not need to sign the condominium plan. Further, if a conversion to condominiums of a community apartment project or stock cooperative has been approved by the required number of owners, trustees, beneficiaries, and mortgagees pursuant to Section 66452.10 of the Government Code, the certificate need only be signed by those owners, trustees, beneficiaries, and mortgagees approving the conversion.

A condominium plan may be amended or revoked by a subsequently acknowledged recorded instrument executed by all the persons whose signatures would be required pursuant to this subdivision.

(f) A "condominium project" means a development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof. The area within these boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to land except by easements for access and, if necessary, support. The description of the unit may refer to (1) boundaries described in the recorded final map, parcel map, or condominium plan, (2) physical boundaries, either in existence, or to be constructed, such as walls, floors, and ceilings of a structure or any portion thereof, (3) an entire structure containing one or more units, or (4) any combination thereof. The portion or portions of the real property held in undivided interest may be all of the real property, except for the separate interests, or may include a particular three-dimensional portion thereof, the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The area within these boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to land except by easements for access and, if necessary, support. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property.

(g) "Declarant" means the person or group of persons designated in the declaration as declarant, or if no declarant is designated, the person or group of persons who sign the original declaration or who succeed to special rights, preferences, or privileges designated in the declaration as belonging to the signator of the original declaration.

(h) "Declaration" means the document, however denominated, that contains the information required by Section 1353.

(i) "Exclusive use common area" means a portion of the common areas designated by the declaration for the exclusive use of one or more, but fewer than all, of the owners of the separate interests and which is or will be appurtenant to the separate interest or interests.

(1) Unless the declaration otherwise provides, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, doorframes, and hardware incident thereto, screens and windows or other fixtures designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common areas allocated exclusively to that separate interest.

(2) Notwithstanding the provisions of the declaration, internal and external telephone wiring designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common areas allocated exclusively to that separate interest.

(j) "Governing documents" means the declaration and any other documents, such as bylaws, operating rules of the association, articles of incorporation, or articles of association, which govern the operation of the common interest development or association.

(k) "Planned development" means a development, other than a community apartment project, a condominium project, or a stock cooperative, having either or both of the following features:

(1) The common area is owned either by an association or in common by the owners of the separate interests who possess appurtenant rights to the beneficial use and enjoyment of the common area.

(2) A power exists in the association to enforce an obligation of an owner of a separate interest with respect to the beneficial use and enjoyment of the common area by means of an assessment that may become a lien upon the separate interests in accordance with Section 1367 or 1367.1.

(l) "Separate interest" has the following meanings:

(1) In a community apartment project, "separate interest" means the exclusive right to occupy an apartment, as specified in subdivision (d).

(2) In a condominium project, "separate interest" means an individual unit, as specified in subdivision (f).

(3) In a planned development, "separate interest" means a separately owned lot, parcel, area, or space.

(4) In a stock cooperative, "separate interest" means the exclusive right to occupy a portion of the real property, as specified in subdivision (m).

Unless the declaration or condominium plan, if any exists, otherwise provides, if walls, floors, or ceilings are designated as boundaries of a separate interest, the interior surfaces of the perimeter walls, floors, ceilings, windows, doors, and outlets located within the separate interest are part of the separate interest and any other portions of the walls, floors, or ceilings are part of the common areas.

The estate in a separate interest may be a fee, a life estate, an estate for years, or any combination of the foregoing.

(m) "Stock cooperative" means a development in which a corporation is formed or availed of, primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, and all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation. The owners' interest in the corporation, whether evidenced by a share of stock, a certificate of membership, or otherwise, shall be deemed to be an interest in a common interest development and a real estate development for purposes of subdivision (f) of Section 25100 of the Corporations Code.

A "stock cooperative" includes a limited equity housing cooperative which is a stock cooperative that meets the criteria of Section 817.

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>MEADOWVIEW OPEN SPACE AND COMMON AREAS</p>	<p>(Look for those that don't cite to CCR, there, found conflicting CCR, not revealed)</p>
<p>3.1.1 The Meadowview Open Space and Common Areas may not be altered without the Association Board's prior written consent. <i>CC&R 10.9</i></p>	<p>CC&R 10.9 The (Missing Meadowview Open Space) Common Area may not be altered without the Board's prior written consent.</p> <p>Note: Definition of Common Area: 1.14. Common Area. Common Area means all real property and Improvements which are owned by the Association. The Common Area is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, the term Common Area as used herein specifically does not include any portions of the Properties owned by the Association which are both (a) improved or in the process of being improved with a golf course and related facilities, and (b) the subject of a lease under which the Association is Lessor for so long as such lease is in effect. Such portion of the Properties ("Golf Course Property") as of the date of Recordation of this Declaration is described on Exhibit "C" attached hereto and incorporated herein by this reference.</p>
<p>3.1.2 Motor vehicles are not allowed within the Common Areas unless permission is granted by the Association.</p>	<p>2. Owners' Property Rights. 2.1(g) The Association's right to reasonably restrict access to portions of the Common Area; and</p> <p>In addition to the general easements for use of the Common Area described herein, each Owner has nonexclusive easements appurtenant to such Owner's Lot for vehicular and pedestrian traffic over the private drives and streets within the Common Area, subject to the parking provisions set forth in Section 10.5 hereof.</p>
<p>3.1.3 Under no circumstance are motorcycles or recreational all-terrain vehicles (ATVs) allowed in the Common Area. This prohibition does not pertain to vehicles owned or used by the Association for the Common Area maintenance or used for official business.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.4 Class 1 and Class 2 E-Bikes and bicycles are allowed on Meadow trails.</p>	<p>NOT FOUND IN CC&R'S</p>

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
<p>3.1.6 Dumping of any kind, whether yard waste, or other materials, is not allowed.</p>	<p>NOT FOUND IN CC&R'S</p> <p>However, see: 10.9. Common Area Facilities. The Common Area may not be altered without the Board's prior written consent.</p>
<p>3.1.7 The property owner (residents/lessees) must completely control their pets while in the Open Space and Common Areas.</p>	<p>See 10.6 Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash or bridle held by a person capable of controlling the animal.</p>
<p>3.1.8 All pets must be licensed and up to date on all vaccinations as required by local government authorities.</p>	<p>NOT IN THE CCR's</p> <p>Temecula Municipal Code 6.02.020 states Mandatory dog licensing and vaccination of dogs:</p> <p>Reasonable Restrictions Permitted The rights afforded to homeowners under Section 4715 are "subject to reasonable rules and regulations of the association." (<i>Civ. Code § 4715(a)</i>.) Rules and regulations utilized by associations in this respect typically include restrictions on ... number of pets that a homeowner may have. Additionally, associations often enact <u>operating rules</u> that regulate pets entering into the association's <u>common areas</u> (i.e., rules requiring pets to be leashed when in common area streets, parks, hallways, etc.).</p>
<p>3.1.9 All dogs must be on a leash and license should be clearly visible while in the Meadow.</p>	<p>NOT FOUND IN CC&R'S</p> <p>See: 10.6 covers leash only *nothing about license being '<i>clearly visible in the Meadow</i>'"</p>
<p>3.1.10 Unless the pet is an herbivore, the property owner is responsible for picking up all waste and disposing waste into a trash container.</p>	<p>NOT FOUND IN CC&R'S (Herbivore Distinction)</p> <p>See 10.6 Each Owner shall clean up after such Owner's animals which have used any portion of the Properties or public street abutting or visible from the Properties.</p>
<p>3.1.11 No digging or trapping of wildlife is allowed.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.12 No plant material may be removed without prior written approval by the Board of Directors.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.13 No installation of plant material is permitted without prior written approval by the Board of Directors.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.14 No structures or enclosures may be constructed or installed in the Common Areas without prior written approval by the Board of Directors.</p>	<p>NOT FOUND IN CC&R'S</p>

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<p>3.1.15 Access to the Meadow may be limited and approved in an open meeting to preserve protected species, germination, and/or nesting. Signs will be posted in advance</p>	<p>NOT N CC&R'S - CONTRARY</p> <p>**This expressly limits ingress and egress to the Meadow, against CCR's See CCR 2.1(g) to start:</p> <p>(g) The Association's right to reasonably restrict access to portions of the Common Area;</p>
<p>3.1.16 The Meadow requires stewardship to preserve the vegetation and wildlife found in this area; therefore, no alterations to the natural space may be made without prior, written, Board approval.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.17 No motorized vehicles are allowed in the Common Area Meadow.</p>	<p>NOT FOUND IN CC&R'S</p> <p>10.3. Nuisances *only thing found regarding this ...off-road motor vehicles or items which may unreasonably interfere with telephone, television or radio reception to any Lot, and objects which create or emit loud noises or noxious odors may not be located, used or placed in the Properties or on any public street abutting the Properties, or exposed to the view of other Owners without the Board's prior written approval.</p>
<p>3.1.18 Occasional permission to drive on the Common Area trails may be received from the office by submitting a written request in advance with a completed temporary license agreement; a copy of insurance will be required by any and all parties requesting access.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.19 Maintenance may open the requested gate when all the required items have been submitted to the Association Office and approved by Meadow Management.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.20 Vendors are required to have a minimum coverage amount of \$1,000,000.00.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.21 The property owner(s) or lessee(s) may have up to five (5) guests per property accompany them when using the Common Areas and Facilities. <i>CC&R 2.1(a)</i></p>	<p>2. Owner's Property Rights. 2.1 Owners' Easements of Enjoyment Every Owner has a right and easement of ingress and egress and of enjoyment in, to and over the Common Area, and such easement is appurtenant to and shall pass with title to every Lot, subject to the following: (a) The Association's right to reasonably limit the number of guests and tenants of the Owners using the Common Area;</p> <p>5. Jurisdiction of Association. 5.1 (h) The power but not the duty to reasonably limit the number of guests and tenants of the Owners using the Common Area</p>
<p>3.1.22 The property owner(s) or lessee(s) must be present with guests when using Common Areas and Facilities.</p>	<p>NOT FOUND IN CC&R'S</p>

<p style="text-align: center;">PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p style="text-align: center;">CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>3.1.23 The property owner(s) or lessee(s) may request more than five (5) guests on a case by-case basis, subject to review and approval by the Board in advance.</p>	<p>“Reasonable Limit, not ‘five (5)’”</p> <p>2. Owner’s Property Rights. 2.1 Owners’ Easements of Enjoyment Every Owner has a right and easement of ingress and egress and of enjoyment in, to and over the Common Area, and such easement is appurtenant to and shall pass with title to every Lot, subject to the following: (a) The Association's right to reasonably limit the number of guests and tenants of the Owners using the Common Area;</p> <p>5. Jurisdiction of Association. 5.1 (h) The power but not the duty to reasonably limit the number of guests and tenants of the Owners using the Common Area.</p>
<p>FACILITIES</p>	
<p>3.1.24 Clubhouse</p>	
<p>Only Meadowview property owners/lessees may reserve Clubhouse for their sole use only and must be present while Clubhouse is in use. Under no circumstances can a property owner/lessee request the use of the Clubhouse for a friend, relative or group. If a property owner/lessee is found in violation of this clause they will forfeit their deposit and use for one year.</p>	
<p>3.1.24.1 Reservations may be made only for one (1) time per year.</p>	<p>NOT FOUND IN CC&R’S</p>
<p>3.1.24.2 Reservations may be made up to one (1) year in advance, if date falls on a holiday, then the reservation can be made on first business day following holiday.</p>	<p>NOT FOUND IN CC&R’S</p>
<p>3.1.24.3 Reserving Clubhouse does not reserve other amenities such as pool, playground, or Tennis/Pickleball/Basketball courts.</p>	<p>NOT FOUND IN CC&R’S</p>
<p>3.1.24.4 If property owner/lessee would like to reserve Clubhouse more than once a year they can place their name on a list for additional day(s). However, if another property owner who has not reserved the Clubhouse requests any of these day(s) they will be granted the reservation for that day. In the event the Clubhouse has not been reserved one week prior to a property owners requested for a date on the list they will be notified that the Clubhouse is available and their reservation will be granted.</p>	<p>NOT FOUND IN CC&R’S</p>
<p>3.1.24.5 A property owner/lessee may not reserve Clubhouse for commercial profit-making activities.</p>	<p>NOT FOUND IN CC&R’S</p>

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
3.1.24.6 <i>Decorations that require tape or other adhesive products is strongly discouraged. Without exception, decorations shall not be nailed, thumb tacked, stapled to any surface. Decorations, especially balloons and streamers, must be kept clear of the ceiling fans. Open flames (e.g., candles, tiki torches, fire bowls, etc.), other than candles on cakes or pastries, are prohibited in the Clubhouse facility. Please note that throughout the year, specific holiday decorations may appear in the Clubhouse. These decorations are property of the Association and may not be removed from their locations.</i>	NOT FOUND IN CC&R'S
3.1.24.7 <i>Music and noise must remain controlled so as not to disturb the surrounding homes/neighbors and must comply with the City and County noise ordinance rules. If the event is viewed in any way as "disturbing the peace," or constituting a nuisance, the renter will be asked to turn the music/noise level down. Live musicians, disc jockeys, sound equipment, and speakers must be confined to the Clubhouse. All music must be turned off by 10:00 p.m.</i>	NOT FOUND IN CC&R'S Maybe see 10.3. Nuisances.
3.1.24.8 <i>Illegal activities (e.g., gambling) and illicit substance use are prohibited at all times.</i>	NOT FOUND IN CC&R'S 10.3. Nuisances. ???
3.1.24.9 <i>Tobacco use, including the use of e-cigarettes, cigars, marijuana, and hookahs is prohibited within the interior and exterior of the Clubhouse.</i>	10.3. Nuisances. (b) commit or permit any nuisance thereon or violate any law.
3.1.24.10 <i>With the exception of service and support animals, animals and pets are not permitted inside the Clubhouse</i>	NOT FOUND IN CC&R'S Companion & Service Animals An association's authority to regulate and restrict pets is also subject to Federal and State laws prohibiting discrimination against persons with disabilities.
3.1.24.11 <i>Publicity related to the rental of the Clubhouse facility must not imply endorsement of the event by the Association or Management.</i>	NOT FOUND IN CC&R'S
3.1.24.12 <i>Homeowner/Lessee is responsible for paying any and all additional cost for cleaning and repairs. If not paid, the costs will apply to the member's account.</i>	NOT FOUND IN CC&R'S *previously was part of deposit when rented
3.1.24.13 <i>Consumption of Alcoholic Beverages:</i>	NOT FOUND IN CC&R'S

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
<ul style="list-style-type: none"> o <i>Event insurance is required for the duration of the event/function and must include Meadowview Community Association #1 as additionally insured. A copy of the policy must be submitted to the Association Office two weeks prior to the event/function or reservation will be cancelled.</i> 	NOT FOUND IN CC&R'S
<ul style="list-style-type: none"> o <i>If a bartender is retained for an event, the bartending service shall be fully licensed, and the bartender must be fully trained. The applicant must provide the Association with the bartending service information, including, the name, address and telephone number at least two weeks in advance of the event/function. In addition to the foregoing, the following requirements must be met at any event where a bartending company is retained:</i> 	NOT FOUND IN CC&R'S
<ol style="list-style-type: none"> 1. <i>A certificate of insurance from the bartending service naming the Association and its managing agent (as well as their respective owners, directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing" (collectively "Insureds") as additional insureds on a primary non contributory basis for all general liability policies;</i> 	NOT FOUND IN CC&R'S
<ol style="list-style-type: none"> 2. <i>General liability coverage of at least \$2 million per occurrence;</i> 	NOT FOUND IN CC&R'S
<ol style="list-style-type: none"> 3. <i>Personal injury and advertising injury of at least \$2 million per occurrence*;</i> 	NOT FOUND IN CC&R'S
<ol style="list-style-type: none"> 4. <i>General aggregate of at least \$2 million*</i> <p><i>*These limits may also be satisfied with a \$1 million commercial general liability and \$1 million umbrella/excess coverage policy.</i></p>	NOT FOUND IN CC&R'S
<ol style="list-style-type: none"> 5. <i>Liquor liability coverage of at least \$1 million;</i> 	NOT FOUND IN CC&R'S
<ol style="list-style-type: none"> 6. <i>Waiver of subrogation in favor of the Insureds; and</i> 	NOT FOUND IN CC&R'S
<ol style="list-style-type: none"> 7. <i>Workers' compensation per California statutory limits;</i> 	NOT FOUND IN CC&R'S
<ul style="list-style-type: none"> o <i>Meadowview contracted security company representative must be present at the function; cost to be paid by resident reserving Clubhouse.</i> 	NOT FOUND IN CC&R'S
<ul style="list-style-type: none"> o <i>Only beer and wine are permitted during any function held within the Clubhouse.</i> 	NOT FOUND IN CC&R'S
<ul style="list-style-type: none"> o <i>Alcoholic beverages may only be consumed in the Clubhouse or within fifty feet of the Clubhouse during the function.</i> 	NOT FOUND IN CC&R'S
3.1.1 Basketball Courts	

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
3.1.25.1 <i>Use is restricted to residents of Meadowview (those individuals who permanently reside in Meadowview).</i>	NOT FOUND IN CC&R'S
3.1.25.2 <i>All residents must register themselves and their guest before playing on any court. Sign in on the clipboard attached to the fence or in the office.</i>	NOT FOUND IN CC&R'S
3.1.25.3 <i>Residents may have up to six (6) guests per property.</i>	NOT FOUND IN CC&R'S
3.1.25.4 <i>Guest(s) must be accompanied by resident at all times.</i>	NOT FOUND IN CC&R'S
3.1.25.5 <i>One Meadowview resident must be present on each court in use. Be prepared to show your key fob and I.D.</i>	NOT FOUND IN CC&R'S
3.1.25.6 <i>Use of courts is on a first arriving resident, first play basis.</i>	NOT FOUND IN CC&R'S
3.1.25.7 <i>Do not prop gates open at any time.</i>	NOT FOUND IN CC&R'S
3.1.25.8 <i>If a full court is in use and another group or resident wishes to play, go to half court.</i>	NOT FOUND IN CC&R'S
3.1.25.9 <i>No commercial use of courts; this doesn't preclude a resident from hiring an instructor for private lessons. The instructor's credentials and professional insurance must be on file in the Meadowview office.</i>	NOT FOUND IN CC&R'S
3.1.25.10 <i>Under the following conditions, organized teams are allowed to practice on Meadowview courts.</i>	NOT FOUND IN CC&R'S
o <i>No more than one hour practice two times per week.</i>	NOT FOUND IN CC&R'S
o <i>At least one (1) adult Meadowview residents must be in attendance at every practice.</i>	NOT FOUND IN CC&R'S
o <i>Meadowview resident must present photo I.D. when asked.</i>	NOT FOUND IN CC&R'S
3.1.25.11 <i>Absolutely no league games or tournaments may be played without Board of Directors' approval.</i>	NOT FOUND IN CC&R'S
3.1.25.12 <i>Regulation tennis/pickle ball/basketball shoes must be worn on court at all times. Black soled shoes and sandals are PROHIBITED.</i>	NOT FOUND IN CC&R'S
3.1.25.13 <i>No glass/canned containers, alcohol, bicycles, skateboards, rollerblades, horseplay, or animals (excluding service/support animals) allowed within courts.</i>	NOT FOUND IN CC&R'S
3.1.2 Tennis/Pickleball Courts	

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
3.1.26.1 <i>Use is restricted to residents of Meadowview (those individuals who permanently reside in Meadowview).</i>	NOT FOUND IN CC&R'S
3.1.26.2 <i>All residents must register themselves and their guest before playing on any court. Sign in on the clipboard attached to the fence or in the office.</i>	NOT FOUND IN CC&R'S
3.1.26.3 <i>Resident may have up to six (6) guest per property.</i>	NOT FOUND IN CC&R'S
3.1.26.4 <i>Guest(s) must be accompanied by resident at all times.</i>	NOT FOUND IN CC&R'S
3.1.26.5 <i>One Meadowview resident must be present on each court in use. Be prepared to show your key fob and I.D. Member(s) under 18 years in age may not bring guests.</i>	NOT FOUND IN CC&R'S
3.1.26.6 <i>Use of courts are on a first arriving resident, first play basis.</i>	NOT FOUND IN CC&R'S
3.1.26.7 <i>Do not prop gates open at any time.</i>	NOT FOUND IN CC&R'S
3.1.26.8 <i>No commercial use of courts, this doesn't preclude a resident from hiring an instructor for private lessons. Instructor's credentials and professional insurance must be on file in the Meadowview office.</i>	NOT FOUND IN CC&R'S
3.1.26.9 <i>Regulation tennis/pickleball shoes must be worn on court at all times. Black soled shoes and sandals are PROHIBITED.</i>	NOT FOUND IN CC&R'S
3.1.26.10 <i>When all courts are in use Single players are expected to "double up" with those waiting to play. One game or half hour hitting limit. One court per homeowner/tenant.</i>	NOT FOUND IN CC&R'S
3.1.26.11 <i>No commercial use of courts, this doesn't preclude a resident from hiring an instructor for private lessons. Instructor's credentials and professional insurance must be on file in the Meadowview office.</i>	NOT FOUND IN CC&R'S
3.1.26.12 <i>Absolutely no league games or tournaments may be played without Board of Directors approval.</i>	NOT FOUND IN CC&R'S
3.1.26.13 <i>Tennis lessons can be given to Meadowview homeowners/tenants only (plus one (1) guest). All tennis pros must give a copy of their USTA insurance to the office and have written approval by the Board before giving lessons to members.</i>	NOT FOUND IN CC&R'S
3.1.26.14 <i>No glass containers, alcohol, bicycles, skateboards, rollerblades, horseplay, or animals (excluding service animals) allowed within courts.</i>	NOT FOUND IN CC&R'S
3.1.3 Pools	

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
<p>3.1.27.1 Use is restricted to residents (homeowners/tenants) of Meadowview (those individuals who permanently reside in Meadowview).</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.27.2 Resident may have up to six (6) guest per property.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.27.3 Guest(s) must be accompanied by resident at all times.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.27.4 Children under the age of 14 shall not use pool without a parent or adult guardian in attendance.</p>	<p>NOT FOUND IN CC&R's</p>
<p>3.1.27.5 Do not prop gates open at any time.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.27.6 No commercial use of pools, this doesn't preclude a resident from hiring an instructor for private lessons. Instructor's credentials and professional insurance must be on file in the Meadowview office.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.27.7 Upper pool is reserved as a "Quiet Pool" when lower pool is open. Loud noises are not permitted</p>	<p>NOT FOUND IN CC&R'S ?</p>
<p>3.1.27.8 Water safety devices may be used with accompanied by a competent adult swimmer</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.27.9 No boogie boards, large kickboards, large floating objects, and rafts.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.27.10 No glass containers, alcohol, bicycles, skateboards, rollerblades, horseplay, or animals (excluding service animals) allowed within pool areas.</p>	<p>NOT FOUND IN CC&R'S SILENT, but rule</p>
<p>3.1.27.11 Infants and toddlers need to wear a swimming diaper which serves the purpose of protecting both the bathing suit and the pool water from the child's excrement.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>PROPERTY OWNER ACCESS TO COMMON AREAS AND FACILITIES</p>	

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
<p>3.1.28 The Association provides key fobs to access many Common Area amenities. Property owners and approved residents and/or lessees using key fobs access areas must have their key fobs readily available with current identification displaying a Meadowview address. Key fobs are strictly for the property owner (s) and/or lessee(s) use. No property owner or lessee may lend their key fob to persons not cleared with the Association as an official lessee or occupant. Lending a key fob without clearance by the Association office shall result in a loss of Common Area privileges for no less than three (3) months. Unapproved lessee or occupant key fob use will have the key fob confiscated and a hearing with the Board scheduled.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.29 Lost key fobs shall be reported by the property owner (s) or approved lessee to the Association's management team immediately; replacement key fobs shall cost \$50. The replacement key fob cost is subject to change at the discretion of the Board and without further notice to the members.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.30 Property Owners/Lessees must have key fob and identification while utilizing facilities.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.31 Key fob and identification are subject to verification by Association Staff or Security.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>3.1.32 If a property owner leases their property, they shall notify the Association office in writing of all persons occupying their property. Leases must be for a thirty (30) day minimum duration. The property owner(s) are responsible for any damage to Common Areas by their lessee(s) or lessee's guests. During the lease duration, the property owner will not have rights to the use of the Common Areas or facilities.</p>	<p>NOT FOUND IN CC&R'S</p> <p>*Per this rule, must notify HOA Office of any persons occupying their property.</p>
<p>3.1.33 Property owners who become delinquent in their assessments may have their privileges revoked after a hearing with the Board.</p>	<p>See parallel CCR:</p> <p>7.2 Notice of Delinquent Assessment Recordation of the Notice of Delinquent Assessment creates a lien on the Lot as provided in Section 1367 of the California Civil Code.... The lien continues until paid or otherwise satisfied.</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>3.1.34 Rules and Regulations violations that govern the Meadow's use may result in disciplinary action, including fines and loss of Common Area privileges.</p>	<p>NOT FOUND IN CC&R'S</p>
<p>EASEMENTS CC&R 2.1</p>	
<p>3.1.35 Every property owner has ingress and egress rights and easement; they may also enjoy ingress and egress to the Common Areas. The easement belongs to and shall pass with the title to each property, subject to the following: The Association's right to reasonably limit the property owner (s) number of guests and tenants using the Common Area - CC&R 2.1(a).</p>	<p>CC&R 2.1(a) 2. Owners' Property Rights. 2.1. Owners' Easements of Enjoyment. Every Owner has a right and easement of ingress and egress and of enjoyment in, to and over the Common Area, and such easement is appurtenant to and shall pass with title to every Lot, subject to the following: (a) The Association's right to reasonably limit the number of guests and tenants of the Owners using the Common Area;</p>
<p>3.1.36 The Association's right to establish Rules and Regulations for the Common Area uses. CC&R 2.1(b)</p>	<p>(b) The Association's right to establish Rules and Regulations for the use of the Common Area;</p>
<p>3.1.37 The Association's right to reconstruct, replace, or refinish any improvement on the Common Area in accordance with the original construction design or finish for such improvement or general improvements within the properties. CC&R 2.1(e)</p>	<p>(e) The Association's right to reconstruct, replace or refinish any Improvement or portion thereof on the Common Area in accordance with the original design, finish or standard of construction of such Improvement, or of the general Improvements within the Properties, as the case may be;</p>
<p>3.1.38 The Association's right to maintain and repair the Common Area, including without limitation, the right to replace and plant landscaping improvements upon any Common Area portion. CC&R 2.1(f)</p>	<p>IN CCR - ACCURATE</p>
<p>3.1.39 The Association's right to reasonably restrict access to portions of the Common Area during repairs and during and/or after any measurable rain amounts.</p>	<p>NOT ACCURATE CC&R REFERENCE: 2.1 (g) The Association's right to reasonably restrict access to portions of the Common Area; *Note: in red, addition to the state CCR.</p>
<p>3.1.40 All property owners of properties on which equestrian easements exist are responsible for maintaining the easement in a safe and passable manner at all times. No Improvements (fencing, structures, trees, plants, etc.) may be placed within the easement without prior approval.</p>	<p>NO CCR FOUND Code: CIV Section - California Legislative Information https://leginfo.legislature.ca.gov > codes_displaySection 846. (a) An owner of any estate or any other interest in real property, whether possessory or nonpossessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of, structures, or activities on those premises to persons entering for a recreational purpose, except as provided in this section.</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>3.1.41 In addition to the general easements for using the Common Area, each property owner has nonexclusive easements next to a property owner for vehicular and pedestrian traffic over the private drives and streets within the Association area, subject to the parking provisions outlined in Section 8.</p>	<p>2.2. Easements for Vehicular/Pedestrian Traffic. In addition to the general easements for use of the Common Area described herein, each Owner has nonexclusive easements appurtenant to such Owner's Lot for vehicular and pedestrian traffic over the private drives and streets within the Common Area, subject to the parking provisions set forth in Section 10.5 hereof.</p>
<p>3.1.42 The City of Temecula has easements over the Association properties for public services, including but not limited to the right of law enforcement and fire protection personnel to enter properties to carry out their official duties - CC&R 2.3.</p>	<p>2.3. Easements for Public Service Use. The City has easements over the Properties for public services, including but not limited to, the right of law enforcement and fire protection personnel to enter upon any part of the Properties for the purpose of carrying out their official duties.</p>
<p>3.1.43 Any property owner entitled to the right and easement for Common Area use and enjoyment shall be deemed to have delegated those rights and easements to the property owner's tenants, lessee, contract purchasers, or subtenants residing in a property owner's Dwelling Unit. A property owner who has delegated his right and easement may not use the recreational facilities, Meadow, or equipment in the Common Areas for so long as the delegation remains in effect - CC&R 2.5.</p>	<p>2. Owners' Property Rights 2.5. Use of Common Area Recreational Facilities. Any Owner entitled to the right and easement of use and enjoyment of the Common Area is deemed to have delegated those rights and easements to such Owner's tenants, contract purchasers or subtenants who reside in such Owner's Dwelling Unit. An Owner who has delegated his right and easement may not use or enjoy the recreational facilities or equipment on the Common Area for so long as such delegation remains in effect.</p>
<p>3.1.44 No property owner may exempt themselves from personal liability for assessments levied by the Association. No property owner may release his property from the liens and charges by waiving the Common Area or facilities or by abandoning a property owner's property- CC&R 2.6.</p>	<p>2.6. Waiver of Use. No Owner may exempt himself from the personal liability for assessments duly levied by the Association, nor release his Lot from the liens and charges hereof, by waiving the use and enjoyment of the Common Area or any facilities thereon or by abandonment of such Owner's Lot</p>
<p>3.1.45 Each property has nonexclusive easements over the adjoining properties or properties for utilities' service and control, maintenance, and repair for such property. All properties have reciprocal, nonexclusive easements over the properties and Common Area for drainage from the water resulting from the adjoining properties normal use and for maintenance and repair of any dwelling unit. CC&R 13.8</p>	<p>13.8. Easements. Each Lot has appurtenant to irreciprocal, nonexclusive easements over the adjoining Lot or Lots for the control, maintenance and repair of the utilities serving such Lot. All of the real property in the Properties and all of the Lots have reciprocal, nonexclusive easements over all Lots and the Common Area, for maintenance and repair of utility services, for drainage from the Lots of water resulting from the normal use of adjoining Lots, and for maintenance and repair of any Dwelling Unit.</p>
<p>3.1.46 If any Dwelling Unit encroaches upon the Common Area and Improvements thereon as a result of original construction or as a result of reconstruction, repair, shifting, settlement, or movement of any portion of the properties, a valid easement for minor encroachment must exist. CC&R 13.8</p>	<p>(13.8 con't) If any Dwelling Unit encroaches upon the Common Area and Improvements thereon as a result of original construction or as a result of reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for minor encroachment exists.</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>3.1.47 Each property on which there is constructed a Dwelling Unit along or adjacent to a property line shall have an easement appurtenant to the property over the property line to and over an adjacent property for the purpose of accommodating any natural movement or settling of any Dwelling Unit located on such property, any encroachment of any Dwelling Unit due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs and architectural features comprising parts of the original construction of any Dwelling Unit located on such property. <i>CC&R 13.8</i></p>	<p>(13.8 con't) Each Lot on which there is constructed a Dwelling Unit along or adjacent to such Lot line shall have an easement appurtenant to such Lot over the Lot line to and over the adjacent Lot for the purpose of accommodating any natural movement or settling of any Dwelling Unit located on such Lot, any encroachment of any Dwelling Unit due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs and architectural features comprising parts of the original construction of any Dwelling Unit located on such Lot. *Why is "lot" being changed to "property"? And why rewording?</p>
<p>4 RESIDENCE AND PROPERTY</p>	
<p>RESIDENTIAL PROPERTIES</p>	
<p>4.1.1 Each property shall be used as a residence and for no other purpose. <i>CC&R 10.1</i></p>	<p>10.1. Single Family Residence. Each Lot shall be used as a residence for a single Family and for no other purpose.</p>
<p>4.1.2 A property owner may rent their property provided the property is rented according to a lease or rental agreement, which is in writing and subject to all provisions in the Rules and Regulations. <i>CC&R 10.1</i></p>	<p>An Owner may rent his Lot to a single Family provided that the Lot is rented pursuant to a lease or rental agreement which is (a) in writing and (b) subject to all of the provisions of this Declaration.</p>
<p>4.1.3 Except as otherwise provided by law, the lease or rental agreement must be a minimum of thirty {30} days. No short-term rentals are allowed.</p>	<p>NOTE: Rental Ban lifted in California in HOA 's</p> <p>AB 3182 also requires any associations with provisions in their governing documents that conflict with the new requirements to amend their governing documents no later than December 31, 2021.</p> <p>Associations must comply with the prohibition on rental restrictions specified in the new law starting on January 1, 2021, regardless of whether the association has revised its governing documents to comply with the new requirements.</p> <p>Any association that willfully violates the new law is subject to a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).</p> <p>AB 3182 Prohibits governing document provisions that limit lease terms, except for transient occupancy or short-term rentals, defined as thirty (30) days or less</p> <p>https://www.bpelaw.com/ab-3182-changes-rental-restrictions-in-hoas/</p>

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
4.1.4 Any failure by a properties lessee to comply with the Association Rules and Regulations constitutes a default under the lease or rental agreement.	Any failure by the lessee of a Lot to comply with the Restrictions constitutes a default under the lease or rental agreement. In no event may a secondary residence be constructed or maintained on any Lot.
DWELLING UNIT CC&R 10.18{a}	
4.1.5 A Dwelling Unit constructed on a property shall be a residence no more than two (2) stories in height when viewed from the street.	10.18. Construction Requirements. (a) Dwelling Unit. Any Dwelling Unit constructed on a Lot shall be a single- Family residence no more than two (2) stories in height when viewed from the street.
4.1.6 The Dwelling Unit must be constructed on the property.	
4.1.7 The Dwelling Unit height must conform to the City building code specifications.	Total overall height restrictions shall conform to current City Building Code specifications.
4.1.8 Buildings associated with horses (including, without limitations, stables or corrals) may be constructed after ARC approval is obtained.	Improvements associated with the maintenance of horses (including without limitation stables or corrals) may be constructed after ARC approval is obtained.
4.1.9 The minimum livable floor area for each Dwelling Unit shall not be less than (2,000) square feet.	The minimum livable floor area of each Dwelling Unit shall be not less than two thousand (2,000) square feet.
4.1.10 Patios, porches, decks, and garages are specifically excluded from minimum livable floor area computations.	Patios, porches, decks and garages are specifically excluded from minimum livable floor area computations.
ROOFING CC&R 10.S(b)	
4.1.11 Roofs must use mission or concrete tile, slate, and/or roofing materially resembling tile.	10.18. Construction Requirements. (b) Roofing. Roofs shall be constructed of either mission or concrete tile, slate or wood shake. ** (Wood shake no longer allowable by Code)
4.1.12 Alternative types of roofing materially, resembling approved styles, may be submitted to the ARC when necessary due to the current roof structural constraints.	Alternative types of roofing, materially resembling, and necessary due to structural loading constraints, may be submitted to the ARC, and if approved, may be used.
4.1.13 Actual samples of alternative roofing material types shall be submitted with the building plans and specifications for consideration by the ARC; however, no reflecting types of roofing may be installed or maintained.	Actual samples of alternative type roofing materials shall be submitted with the building plans and specifications for consideration by the ARC; however, no reflecting types of roofing materials may be installed or maintained.
4.1.14 When attached at the rear of the dwelling unit, patio roofing less than two hundred {200} square feet in area, with a slope that does not allow slate/tile/similar , may use alternative roofing that matches the main dwelling unit roofing color.	When attached at the rear of a Dwelling Unit, patio roofing less than two hundred (200) square feet in area, which slope will not allow shake may use alternative type of roofing which matches the color of the main Dwelling Unit roofing. ** (Wood shake no longer allowable by Code)
GARAGES CC&R 10.B(c)	

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>4.1.15 Except as otherwise permitted by law, garages must be capable of accommodating at least two full-size {2} vehicles and must be serviced by a driveway large enough for two (2) full-sized automobiles.</p>	<p>(c) Garages. Garages must be capable of accommodating at least two (2) but not more than four (4) full-sized automobiles and must be serviced by a driveway large enough to enable two (2) full-sized automobiles to park thereon.</p>
<p>4.1.16 Garages attached to the main housing structure must not appear to house more than four (4) automobiles.</p>	<p>(c) Garages. Garages must be capable of accommodating at least two (2) but not more than four (4) full-sized automobiles</p>
<p>4.1.17 Additional garage structures not attached to the main housing structure may be erected when approved by the ARC.</p>	<p>NO-CCR FOUND.</p>
<p>4.1.18 A breezeway or porte-cochere, as part of the Dwelling Unit construction, may be approved; however, no carport may be constructed or maintained on any property.</p>	<p>A breezeway or porte-cochere, as part of Dwelling Unit construction, may be approved; however, in no event may a carport be constructed or maintained on any Lot.</p>
<p>FENCING CC&R 10.B(d)</p>	
<p>4.1.19 Perimeter fences must be quality post and rail construction only.</p>	<p>(d) Fences. Perimeter fences must be quality constructed of posts and rails only,</p>
<p>4.1.20 Fencing may be lined with a wire fabric.</p>	<p>but may be lined with wire fabric.</p>
<p>4.1.21 All fences must be constructed in a thoroughly professional and workmanlike manner.</p>	<p>All fences must be constructed in a thoroughly professional, workmanlike manner,</p>
<p>4.1.22 Fencing must be maintained in good repair at all times. All perimeter (outermost) fencing must be quality constructed of post and rails only</p>	<p>using new materials, and properly finished. (d) Fences. Perimeter fences must be quality constructed of posts and rails only,</p>
<p>4.1.23 Other enclosures may be constructed of other materials but cannot be installed closer than three {3} feet to the property boundary and inside perimeter fencing and not forward of the forward-most portion of the Dwelling Unit.</p>	<p>Other enclosures may be constructed of other materials but cannot be closer than three feet (3') to the Lot boundary, nor forward of the forward-most portion of the Dwelling Unit.</p>
<p>4.1.24 Chain link and solid fences are prohibited for use as a property perimeter fence.</p>	<p>Chain link and solid fencing are prohibited for use as perimeter fencing.</p>
<p>4.1.25 Other enclosures may be constructed of other materials, but not closer than three {3} feet to the property boundary, nor forward of the forward most portion of the Dwelling Unit.</p>	<p>DUPLICATE, see Proposed Rules 4.1.23</p>
<p>4.1.26 All fencing must be approved by the ARC before installation.</p>	<p>NOT IN CCR</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>4.1.27 Fencing must be maintained <i>in good repair at all times</i>. All perimeter (outermost) fencing must be quality constructed of posts and rails only but may be lined with wire fabric. Other enclosures may be constructed of other materials but cannot be <i>installed</i> closer than three (3) feet to the <i>Property boundary (inside perimeter fencing)</i>, nor forward of the forward-most portion of Dwelling Unit. fencing must be quality constructed of posts and rails only but may be lined with wire fabric. Other enclosures may be constructed of other materials but cannot be installed closer than three (3) feet to the Property boundary (inside perimeter fencing), nor forward of the forward-most portion of Dwelling Unit.</p>	<p>DUPLICATE, see Proposed Rules 4.1.19 to 4.1.26</p>
<p>LANDSCAPING</p>	<p>NOT IN CCR FOR PROPERTY OWNERS. RE WEEDS ETC RESPONSIBILITEIS OF ASSOCIATION IN COMMON AREA, SEE 9.2 of CCR</p> <p>9.2. Maintenance Obligations of the Association. No improvement, excavation or work which in any way alters the Common Area may be made or done by any person other than the Association or its authorized agents. The Association shall maintain, paint, repair and replace the Common Area and all Improvements thereon, including, but not limited to, all landscaping, slope plantings, private irrigation systems, sewers, storm drains, driveways, parking areas and recreational facilities, in a safe, sanitary and attractive condition and in good order and repair, and shall likewise provide for the commonly metered utilities serving the Common Area. The Board shall determine, in its sole discretion, the level and frequency of maintenance of the Common Area. The <u>Association</u> may add or remove any landscaping Improvements to or from the Common Area and shall ensure that the landscaping on the Common Area <u>is maintained free of weeds and disease</u>. The Association is not responsible for the maintenance of any portions of the Common Area which have been dedicated to and accepted for maintenance by a state, local or municipal governmental agency or entity. All of the foregoing Association obligations shall be discharged when and in such manner as the Board shall determine in its judgment to be appropriate.</p>
<p>4.1.28 All homes must landscape street-facing yards within 90 days of completion.</p>	<p>NOT IN CCR - SILENT</p>

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
4.1.29 All new homes must landscape street facing yards within 90 days of Notice of Completion. Plans must be submitted and have prior written approval from the Architectural Review Committee (ARC) before starting installation.	NOT IN CCR - SILENT
4.1.30 Initial landscape plans and plans for significant changes to landscaping must be approved by ARC prior to installation.	NOT IN CCR - SILENT
4.1.31 Landscape or "to the landscape" is to modify and improve the appearance of a property by the installation of various combinations of hardscape, vegetation (such as trees, shrubs, grass, etc.). Rock and/or other natural materials in a conscious manner.	NOT IN CCR - SILENT
4.1.32 Native vegetation is permissible when properly utilized and maintained. However, "weeds" are not permissible as landscaping.	NOT IN CCR - SILENT
4.1.33 Landscaping must have a positive impact on the property utilized and maintained.	NOT IN CCR - SILENT
4.1.34 All yards and landscaping must be properly maintained free of weeds, trash and debris and appear in a neat and attractive condition.	NOT IN CCR - SILENT
4.1.35 All property owners should be aware of and comply with all City and County Street setbacks and easements before landscaping.	NOT IN CCR - SILENT
4.1.36 All yards must be kept clean and clear from weeds, trash and debris; which includes plants and tree cuttings.	NOT IN CCR - SILENT
4.1.37 All yards and landscaping should be properly and regularly watered and maintained in a neat and attractive condition. Any dead landscaping must be removed and/or replaced.	NOT IN CCR - SILENT
4.1.38 All firewood and stored garden materials must be stacked in a neat manner.	NOT IN CCR - SILENT
5 PROPERTY MAINTENANCE	
YARDS	
5.1.1 All yards and landscaping must be maintained, and this includes lawns: trees, driveways, fencing, and structures located on the property.	NOT IN CCR - SILENT

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>5.1.2 All property owners of properties on which equestrian easements exist are responsible for maintaining them in a safe and passable manner at all times. No improvements (fencing, structures, trees, plants, etc.) may be placed within the easement.</p>	<p>NOT IN CCR - SILENT</p>
<p>6 TRASH</p>	<p>10.7. Trash. No trash may be kept or permitted upon the Properties, or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view, and no odor may be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.</p> <p>Such containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).</p> <p>Residents may periodically place rental trash containers on or adjacent to a Lot for up to one (1) week in duration.</p> <p>Notwithstanding the foregoing, composting is permitted pursuant to Rules and Regulations adopted by the Board.</p>
<p>TRASH CONTAINERS/RECEPTACLES CC&R 10.7</p>	
<p>6.1.1 Trash containers/receptacles must be used for trash, garbage, yard waste, and recyclable materials. The trash containers must be screened from view during non collection days.</p>	<p>10.7 No trash may be kept or permitted upon the Properties, or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view, and no odor may be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>6.1.2 Trash containers/receptacles should be stored away from street view. Trash cans/receptacles and/or dumpsters may not be placed on the street prior to the evening before pickup and must be put away the day of trash pickup. The office must be notified if a dumpster will be used for more than one day.</p>	<p>10.7</p> <p><i>“Such containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).”</i></p> <p>Dumpster: CCR – SILENT, except <i>Residents may periodically place rental trash containers on or adjacent to a Lot for up to one (1) week in duration.</i></p> <p><i>Note: Dumpsters are placed on street by The trash company and they will not stage them in driveways as a sloping driveway will cause dumpster to roll. Pickup of dumpster is scheduled based on availability.</i></p>
<p>6.1.3 Trash containers/receptacles may be exposed to neighboring properties views only when set out for a reasonable period of time for trash collection (not to exceed twenty-four (24) hours before and after trash collection hours). No trash may be kept or permitted upon properties, on any public street abutting, or visible from properties, except in sanitary containers located in appropriate areas screened from view, and no odor may be permitted to arise from the trash containers/receptacles that render the properties as unsanitary, unsightly, offensive, or detrimental to other property in the vicinity or to its occupants.</p>	<p>10.7</p> <p><i>“Such containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).”</i></p> <p>“10.7. Trash. No trash may be kept or permitted upon the Properties, or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view, and no odor may be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.</p> <p><i>Note: section starting with ‘No Trash may be Kept’ is the portion in the beginning of CC&R 10.7</i></p>
<p>RENTAL TRASH CONTAINERS/DUMPSTERS CC&R 10.7</p>	
<p>6.1.4 Residents may periodically place rental trash containers/dumpsters on or adjacent to their property for up to one (1) week.</p>	<p>10.7 Residents may periodically place rental trash containers on or adjacent to a Lot for up to one (1) week in duration. <i>Notwithstanding the foregoing, composting is permitted pursuant to Rules and Regulations adopted by the Board.</i></p>
<p>6.1.5 <i>Prior to placing any dumpster on the property, the property owner must submit a written request and receive approval from the office.</i></p>	<p>10.7 Residents may periodically place rental trash containers on <i>or adjacent to a Lot</i> for up to one (1) week in duration</p>
<p>SCREENING CC&R 10.7</p>	

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
6.1.6 Screening shall be constructed of quality materials, be consistent with those of the existing structure, and must be approved by the ARC.	NOT IN CCR - SILENT
7 NUISANCES	
NOISE AND ODORS CC&R 10.3	
7.1.1 No noxious or offensive activities may be conducted on an Association property or public street abutting or visible from the property. The Board is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.	10.3 No noxious or offensive activities may be carried on upon the Lot or on any public street abutting or visible from the Properties.
7.1.2 No horns, whistles, bells, or other sound devices, except security/fire alarms devised and used exclusively to protect the Dwelling Unit and its contents, may be placed or used on any property.	10.3 No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Dwelling Unit and its contents, may be placed or used on any Lot.

<p>7.1.3 Large power equipment or large power tools (excluding lawnmowers and other equipment used for ordinary landscape maintenance, construction equipment used during ARC-approved construction, and tree removal with subsequent mulching equipment). The exception equipment shall not be used before 8 a.m. or after 6 p.m. on any day of the week.</p>	<p>10.3 Noisy, unsightly, unusually painted or smoky vehicles, large power equipment and large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), <i>Note City code is 0700-1800 Monday through Friday. Excluding Saturday and Sunday</i> Temecula Muni Code: 9.20.060 Special sound sources standards.</p> <p>The general sound level standards set forth in Section 9.20.040 of this chapter apply to sound emanating from all sources, including the following special sound sources, and the person creating or allowing the creation of the sound is subject to the requirements of that section. The following special sound sources are also subject to the following additional standards. Failure to comply will constitute separate violations of this ordinance.</p> <p>A. Power Tools and Equipment. No person shall operate any power tools or equipment between the hours of ten p.m. and seven a.m. such that the power tools or equipment are audible to a person located inside an occupied building.</p> <p>B. Audio Equipment. No person shall operate any audio equipment as described in Section 9.20.020(B), whether portable or not, between the hours of ten p.m. and seven a.m. such that the equipment is audible to a person located inside an occupied building.</p> <p>C. Sound Amplifying Equipment or Live Music.</p> <ol style="list-style-type: none"> 1. It is unlawful for any person to cause, allow or permit the emission or transmission of any loud and raucous noise from any sound-making, sound-amplifying device or live music under his control or in his possession: <ol style="list-style-type: none"> a. Upon any private property; b. Upon any public street, alley, sidewalk or thoroughfare; c. In or upon any public park or other public place or property. 2. The words “loud and raucous noise,” as used in this section, shall mean any sound having such intensity or carrying power as to unreasonably interfere with the peace and quiet of other persons, or as to unreasonably annoy, disturb, impair or endanger the comfort, repose, health or safety of other persons. 3. The determination of whether a sound is “unreasonable,” as used in subsection (C)(2) of this section, shall involve the consideration of the level of noise, duration of noise, constancy or intermittency of noise, time of day or night, place, proximity to sensitive receptors, nature and circumstances of the emission or transmission of any such loud and raucous noise. <p>D. Construction. No person shall engage in or conduct construction activity, when the construction site is within one-quarter mile of an occupied</p>
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residence, between the hours of six-thirty p.m. and seven a.m., Monday through Friday, and shall only engage in or conduct construction activity between the hours of seven a.m. and six-thirty p.m. on Saturday. No construction activity shall be undertaken on Sunday and nationally recognized holidays unless exempted by Section 9.20.070 of the Temecula Municipal Code. Public works projects of any federal, state or local entity or emergency work by public utilities are exempt from the provisions of this subsection. Residents working on their homes or property are exempt from the prohibition of construction activities on Sundays and holidays and shall only engage in or conduct construction activity between the hours of seven a.m. and six-thirty p.m. when working on Sundays and holidays. The city council may, by formal action, exempt projects from the provisions of this chapter.

E. Barking Dogs and Keeping of Noisy Animals.

1. No person having charge, care, custody or control of any animal shall permit such animal to emit any disturbing or offensive noise. The words "disturbing or offensive noise," as used in this section shall mean any noise from an animal that barks, bays, cries, whines, howls, screeches or makes any noise for an extended period of time whether day or night, regardless of whether the animal is physically situated in or upon private property. Such person is deemed to be in violation of this section if any of the following conditions exist:

a. The animal emits disturbing or offensive noise incessantly for thirty minutes or more in any twenty-four-hour period; or

b. The animal emits disturbing or offensive noise intermittently for sixty minutes or more during any twenty-four-hour period; or

c. Enforcement officials witness such disturbing or offensive noise from the same property on three or more occasions during any thirty-day period of time.

An animal is not considered to be emitting disturbing or offensive noise for purposes of this article if, at any time the animal is making noise due to a person or other animal that is trespassing or threatening to trespass upon private property in or upon which the animal is situated, or when the animal is being teased or provoked.

2. Evidence of said disturbing or offensive noise shall be made by direct observation of an enforcement official present on site responding to a complaint from a neighbor, or a complaint form may be signed by a minimum of two neighboring property owners and submitted to an enforcement official.

3. Nothing in this chapter shall establish standards for private civil claims, in either civil court or small claims court, nor shall this chapter preclude any person from pursuing a private civil action in

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	either civil or small claims court. (Ord. 09-04 § 6; Ord. 07-12 § 1)
7.1.4 Off-road vehicles and objects that create or emit loud noises or noxious odors may not be located, used, placed on properties, or on public street abutting or close to properties. When the objects are necessary for a property owner, written approval must be obtained from the Board before the vehicles or noise items are in place. If approved, the vehicles or noise items must not be visible to other properties.	10.3 Off-road motor vehicles or items which may unreasonably interfere with telephone, television or radio reception to any Lot, and objects which create or emit loud noises or noxious odors may not be located, used or placed in the Properties or on any public street abutting the Properties, or exposed to the view of other Owners without the Board's prior written approval
7.1.5 No exterior fires are permitted unless contained within receptacles or fire pits designed to prevent a fire hazard.	10.3 No exterior fires are permitted except fires contained within receptacles therefor and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard
7.1.6 No property owner(s) may permit or cause anything to be done or kept on the property or on any public street abutting or close to other property, which may:	10.3 No Owner may (a) permit or cause anything to be done or kept on the Properties or on any public street abutting the Properties which . may:
7.1.6.1 <i>Increase the insurance rates on properties.</i>	10.3 (i) increase the rate of insurance in the Properties,
7.1.6.2 <i>Result in the insurance cancellation on properties.</i>	10.3 (ii) result in the cancellation of such insurance, or
7.1.6.3 <i>Obstruct or interfere with other property owner rights.</i>	10.3 obstruct or interfere with the rights of other Owners, or ..
7.1.6.4 <i>Commit or permit any nuisance on a property.</i>	10.3 (b) commit or permit any nuisance thereon
7.1.6.5 <i>Violate any law.</i>	10.3 (b) commit or permit any nuisance thereon or violate any law
7.1.7 Each property owner shall comply with all local or state health authorities' requirements.	10.3 Each Owner shall comply with all requirements of the local or state health authorities
7.1.8 Each property owner shall comply with all applicable governmental ordinances regarding occupancy and use of a Property/Dwelling Unit.	10.3 and with all other applicable governmental ordinances regarding occupancy and use of a Dwelling Unit.

<p style="text-align: center;">PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p style="text-align: center;">CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>7.1.9 Each property owner is accountable to the Association and other property owners for the conduct and behavior of persons residing in or visiting <i>their property or Dwelling Unit.</i></p>	<p>10.3 Each Owner is accountable to the Association and other Owners for the conduct and behavior of persons residing in or visiting his Lot.</p>
<p>7.1.10 Any damage to the Common Area, Association property, or another property owner's property caused by a property owner, lessee, or guest, shall be repaired at the damaging property owner's sole expense whether the damaging persons are residing or visiting the property owner</p>	<p>10.3 Any damage to the Common Area, personal property of the Association or property of another Owner caused by such persons shall be repaired at the sole expense of the Owner of the Lot where such persons are residing or visiting.</p>
<p>8 PARKING AND VEHICULAR RESTRICTIONS</p>	
<p>AUTHORIZED VEHICLES CC&R 10.S{a}</p>	
<p>8.1.1 Standard passenger vehicles, automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less.</p>	<p><u>CC&R 10.5 (a) Authorized Vehicles</u> The following vehicles are Authorized Vehicles: standard passenger vehicles, including without limitation automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less.</p>
<p>8.1.2 Authorized Vehicles may be parked on any property portion intended for parking motorized vehicles and/or on improved surfaces.</p>	<p>CC&R 10.5 (b) Authorized Vehicles may be parked in any portion of the Properties intended for parking of motorized vehicles. :</p>
<p>PROHIBITED VEHICLES CC&R 10.S{b}</p>	
<p>Except as provided in Section 8.3 below, Prohibited Vehicles may not be parked stored or adjacent to or visible from the Properties or any other Common Area parking area. The following vehicles shall be considered a Prohibited Vehicle:</p> <p>** NOTE: Section 8.3 was not found as stated above.</p>	<p>NOT IN CCR</p> <p><i>But see:</i> <u>CC&R 10.5 (b) Prohibited Vehicles</u></p> <p>**Note: The “qualifier here is that the CCR addresses this ONLY with respect to being “kept on any public or private street” WHEREAS the new “rule” leaves this out and imparts a blanket prohibition on the properties.</p> <p>“Except as provided in Section 10.8, Prohibited Vehicles may not be parked, stored or kept on any public or private street within adjacent to or visible from the Properties or any other Common Area parking area except for brief periods for loading, unloading, making deliveries or emergency repairs, or unless parked behind the forward-most part of the Dwelling Unit and adequately screened from view as determined by the ARC.”</p>

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
8.1.3 Recreational Vehicles (e.g., motor homes, travel trailers, campers, camper vans, boats, etc.).	CC&R 10.5 (b) The following vehicles are Prohibited Vehicles: (i) recreational vehicles (e.g., motorhomes, travel trailers, camper vans, boats, etc.),
8.1.4 Commercial type vehicles (e.g., stake-bed trucks, tank trucks, dump trucks, step vans, concrete trucks, stretch limousines, etc.)	CC&R 10.5 (b) (ii) commercial-type vehicles (e.g., stake-bed trucks, tank trucks, dump trucks, step vans, concrete trucks, etc.),
8.1.5 Buses or vans designed to accommodate more than ten (10) people.	CC&R 10.5 (b) (iii) buses or vans designed to accommodate more than ten (10) people,
8.1.6 Aircraft.	CC&R 10.5 (b) (iv) vehicles having more than two (2) axles, (v) trailers, inoperable vehicles or parts of vehicles, (vi) aircraft,
8.1.7 Any similar vehicle or vehicular equipment is deemed a nuisance by the Board.	CC&R 10.5 (b) .. other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board.
EXCEPTIONS	CC&R 10.5 (c) General Restrictions Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot and kept within the Properties must be parked in the garage of that Owner to the extent of the space available; provided that each Owner shall ensure that any such garage accommodates at least the number of Authorized Vehicles for which it was originally constructed. No repair, maintenance or restoration of any vehicle may be conducted on the Properties except within an enclosed garage, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.
8.1.8 Except as provided in Section 11 (Temporary Buildings), Prohibited Vehicles may not be parked, stored, or kept on any public or private street within, adjacent to, or visible from the Properties or other Common Area parking area except for brief periods during loading, unloading, making deliveries or emergency repairs, or unless parked behind the forward-most part of the Dwelling Unit and adequately screened from view as determined by the ARC.	CC&R 10.5 (b) Prohibited Vehicles "Except as provided in Section 10.8, Prohibited Vehicles may not be parked, stored or kept on any public or private street within, adjacent to or visible from the Properties or any other Common Area parking area except for brief periods for loading, unloading, making deliveries or emergency repairs, or unless parked behind the forward-most part of the Dwelling Unit and adequately screened from view as determined by the ARC."
SCREENING OF RECREATIONAL VEHICLES CC&R 10.5 (b)	

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>8.1.9 The screening of Recreational Vehicles, shall be constructed of quality materials and quality consistent with those of the existing structure and its amenities and must be approved by the ARC. The screened area must have an improved surface as determined by the ARC</p>	<p><u>NOT IN CCR – found in Invalid 2011 ARC Guidelines – Additions to the CCR”, which was not ratified or filed with the County. This is duplication of the 2011 invalid document.</u></p> <p>Actual CCR: See CC&R screening, section 10.5(b) as to screening: last sentence, “...parked behind the forward-most part of the Dwelling Unit and adequately screened from view as determined by the ARC.</p> <p>Note: Not Valid document is the 2011 ARC Guidelines – Additions to the CC&R Article 10, Section 5, (b). The 2011 document was not ratified or amended to the CC&R’s, nor filed with the county. Therein, see text of proposed ARC rule: <u>(1) SCREENING OF PROHIBITED VEHICLES (ARC R&R)</u> The Screening of Prohibited Vehicles, as required by Article 10, section 5 (b), shall be permanent in nature, constructed of materials and quality consistent with those of the existing structure and its amenities and must be approved by the ARC. The screened area must have an improved surface as determined by the ARC (see Article 10, Section 5.d.1)</p>
<p>8.1.10 Screening shall be constructed of quality split rail ranch style fencing, placed directly in front of the vehicle</p>	<p>NO CC&R - CONTRARY to PROPOSED RULE 8.1.9 above.</p>
<p>8.1.11 Screening shall match existing property fencing and conform to the City of Temecula's height requirements. If no fence is on the property, refer to fencing requirements for the Association.</p>	<p>NOT IN CC&R</p>
<p>INOPERABLE VEHICLES CC&R 10.S{c)</p>	
<p>8.1.12 Subject to the restriction on Prohibited Vehicles, all vehicles owned, operated by, or within the property owner's control or resident on a property, and kept within the property, must be parked in the garage with the space available.</p>	<p>CC&R 10.5 (C) Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot and kept within the Properties must be parked in the garage of that Owner to the extent of the space available provided that</p>
<p>8.1.13 Each property owner shall ensure that any such garage accommodates at least the number of Authorized Vehicles for which it was originally constructed.</p>	<p>CC&R 10.5 (C) “...each Owner shall ensure that any such garage accommodates at least the number of Authorized Vehicles for which it was originally constructed.”</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>8.1.14 No repair, maintenance, or restoration of any vehicle may be conducted on the Properties except within an enclosed garage, provided such activity is not undertaken as a business and provided it is not determined by Association Board as a nuisance.</p>	<p>CC&R 10.5 (C) “No repair, maintenance or restoration of any vehicle may be conducted on the Properties except within an enclosed garage, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.</p>
<p>OFF-STREET PARKING CC&R 10.S{d)</p>	<p><u>CC&R Article 10, Section 5, PARKING REGULATIONS</u></p>
<p>8.1.15 The off-street parking or vehicle storage, including those authorized and recreational vehicles as described in the CC&R's, may use the property intended for vehicle parking approved by the ARC and allowed by the City of Temecula.</p>	<p><u>NOT IN CCR – in Invalid 2011 ARC Guidelines – Additions to the CCR”, which was not ratified or filed with the County. This is duplication of the 2011 invalid document.</u></p> <p><u>Distinguish</u> this from the invalid 2011 ARC Guidelines-Additions to the CCR's, that were not ratified or adopted, nor filed with the County. Therein, they use this language and are now trying to adopt it here. : “...parking or storage of all vehicles including those authorized and prohibited vehicles as described in Article 10, Section 5a & 5b may be on that portion of the property intended for the parking of vehicles as is approved by the ARC and allowed by the City of Temecula.</p>
<p>8.1.16 Off-street parking areas, parking area surface material, and screening shall be approved by the ARC.</p>	<p><u>NOT IN CCR – in Invalid 2011 ARC Guidelines – Additions to the CCR”, which was not ratified or filed with the County. This is duplication of the 2011 invalid document.</u></p> <p><u>Distinguish</u> this from the invalid 2011 ARC Guidelines-Additions to the CCR's, that were not ratified or adopted, nor filed with the County. Therein, they use this language and are now trying to adopt it here. : CC&R 10.5 (d) “Off street parking areas parking area surface material and screening, shall be approved by the ARC.”</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>8.1.17 The "improved" area dimensions must be a greater width and length than the parked/stored vehicle. Parking/storage on unimproved dirt or vegetation-covered areas is not permitted.</p>	<p><u>NOT IN CCR – in Invalid 2011 ARC Guidelines – Additions to the CCR”, which was not ratified or filed with the County. This is duplication of the 2011 invalid document.</u></p> <p><u>Distinguish</u> this from the invalid 2011 ARC Guidelines-Additions to the CCR's, that were not ratified or adopted, nor filed with the County. Therein, they use this language and are now trying to adopt it here. : CC&R 10.5 (d)</p> <p>“The minimum off street parking/storage area surface shall be an improved surface of one of the following materials; Concrete Asphalt Gravel (4" depth) "Grass pavers" Any other material that is approved by the City of Temecula Public Works. The "improved" area dimensions must be of greater width and length than the parked/stored vehicle. Parking/storage on unimproved dirt or vegetation covered areas is not acceptable. Off street parking/storage area surfaces shall, at II minimum, comply with the City of Temecula's off street parking area requirements.”</p>
<p>9 ANIMAL RESTRICTIONS</p>	

<p style="text-align: center;">PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p style="text-align: center;">CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>RESTRICTIONS CC&R 10.6</p>	<p>10.6. Animal Restrictions. No animals may be raised, bred or kept on the Properties, except as provided in this Section. No more than four (4) dogs, four (4) cats or and/or four (4) rabbits may be kept on any Lot, nor may an unreasonable number (as determined by the Board) of canaries or birds of the Psittacinae family (excluding poultry) be kept on any Lot. Horses, cattle and goats (collectively, "Farm Animals") may be kept for non-commercial purposes, provided that they are kept, fed and maintained not less than fifty (50) feet from all existing adjacent residential structures at the time their keeping is established, in the following quantities: No more than two (2) Farm Animals on Lots with an area of between 20,000 square feet and one-half (1/2) acre; no more than four (4) Farm Animals on Lots from one-half (1/2) to one (1) acre in area; an additional two (2) Farm Animals may be kept for each additional acre of Lot size (i.e., up to six (6) Farm Animals may be kept on a two (2) acre Lot; up to eight (8) Farm Animals may be kept on a three (3) acre Lot, etc.). Notwithstanding any other provision of this Declaration, animals may be raised in connection with Future Farmers of America, 4H, or similar programs in accordance with Rules and Regulations promulgated by the Board. The Board may limit the size of pets and may prohibit maintenance of any animal which, in the Board's opinion, constitutes a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash or bridle held by a person capable of controlling the animal. Any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner or by such Owner's family, tenants or guests. Each Owner shall clean up after such Owner's animals which have used any portion of the Properties or public street abutting or visible from the Properties.</p>
<p>9.1.1 No animals may be raised, bred, or kept on the properties, except as provided herein.</p>	<p>10.6. Animal Restrictions. No animals may be raised, bred or kept on the Properties, except as provided in this Section</p>
<p>9.1.2 No more than four (4) dogs, four (4) cats, and/or four (4) rabbits may be kept on any property, nor may any unreasonable number (as determined by the Board) of canaries or birds of the Psittacidae family (excluding poultry) be kept on any property.</p>	<p>10.6. Animal Restrictions. No more than four (4) dogs, four (4) cats or and/or four (4) rabbits may be kept on any Lot, nor may an unreasonable number (as determined by the Board) of canaries or birds of the Psittacinae family (excluding poultry) be kept on any Lot.</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>9.1.3 Horses, cattle, and goats (collectively "Farm Animals) may be kept for non-commercial purposes in the following quantities: <u>Property Size</u></p> <p>20,000 sq. ft. – ½ acre = 2 Farm Animals ½ acre - 1 acre = 4 Farm Animals Each acre over one (1) acre = 2 Additional</p> <p>*Animals under one year of age are not considered within the count.</p>	<p>10.6 Animal Restrictions. Horses, cattle and goats (collectively, "Farm Animals") may be kept for non-commercial purposes, provided that they are kept, fed and maintained not less than fifty (50) feet from all existing adjacent residential structures at the time their keeping is established, in the following quantities: No more than two (2) Farm Animals on Lots with an area of between 20,000 square feet and one-half (1/2) acre; no more than four (4) Farm Animals on Lots from one-half (1/2) to one (1) acre in area; an additional two (2) Farm Animals may be kept for each additional acre of Lot size (i.e., up to six (6) Farm Animals may be kept on a two (2) acre Lot; up to eight (8) Farm Animals may be kept on a three (3) acre Lot, etc.)</p> <p>See also Temecula Muni Code: 17.10.020 Supplemental development standards.</p>
<p>9.1.4 Notwithstanding other Rules and Regulations provisions, animals may be raised in connection with Future Farmers of America, 4H, or similar programs in accordance with Rules and Regulations disclosed by the Association Board.</p>	<p>10.6 Animal Restrictions. Notwithstanding any other provision of this Declaration, animals may be raised in connection with Future Farmers of America, 4H, or similar programs in accordance with Rules and Regulations promulgated by the Board.</p>
<p>9.1.5 The Board may limit pet sizes and may prohibit any animal maintenance, which, in the Board's opinion, constitutes a nuisance to any other property owner.</p>	<p>10.6 Animal Restrictions. The Board may limit the size of pets and may prohibit maintenance of any animal which, in the Board's opinion, constitutes a nuisance to any other Owner.</p>
<p>9.1.6 Animals belonging to property owners, occupants, or their licensees, tenants, or invitees with the Properties must be kept within an enclosure or on a leash or bridle held by a person capable of controlling the animal.</p>	<p>10.6 Animal Restrictions. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash or bridle held by a person capable of controlling the animal.</p>
<p>9.1.7 Any property owner shall be liable to other property owners, their families, guests, tenants, and invitees for unreasonable noise or damage to person or property caused by animals brought or kept upon a property owner's or lessees' property.</p>	<p>10.6 Animal Restrictions. Any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner or by such Owner's family, tenants or guests.</p>
<p>9.1.8 Each property owner, guest, lessee, or family member shall clean up their non herbivore animal's waste that has used any portion of the Common Area, properties, or public street abutting or visible from the Association Properties.</p>	<p>PARTIAL: What's NOT IN this CCR, but added by Board: as to "non-herbivore animal's waste" and "COMMON AREA" – CCR says properties as well as "ASSOCIATION properties, versus 'properties'".</p> <p>CCR section 10.6 states: Each Owner shall clean up after such Owner's animals which have used any portion of the Properties or public street abutting or visible from the Properties.</p>

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
SETBACK REQUIREMENT	Temecula Muni Code Trumps CCR: 17.10.020 Supplemental development standards.

9.1.9 Refer to the City of Temecula Municipal Code for the 70 foot "Farm Animal" setback requirement. The residential structure is 70 ft. from the structure as a whole, to include attached or built-in garages. All animals shall be kept a minimum distance of seventy feet from any adjacent residence that is located on an adjacent property. These requirements apply to the location of corrals, fenced enclosures, barns, stables or other enclosures.

10.6 Animal restrictions per CCR. "Horses, cattle and goats (collectively, "Farm Animals") may be kept for non-commercial purposes, provided that they are kept, fed and maintained not less than fifty (50) feet from all existing adjacent residential structures at the time their keeping is established.

Temecula Muni Code Trumps: **17.10.020 Supplemental development standards.**

A. Agricultural Uses.

1. Permitted Uses. The following agricultural uses are permitted by right in all zones, except the hillside residential and open space/conservation.

a. Farms of orchards, trees, field crops, truck gardening, flowering gardening, and other similar enterprises carried on in the general field of agriculture.

b. Raising, grazing, breeding, boarding or training of large or small animals, except concentrated lot feeding and commercial poultry and rabbit raising enterprises, are allowed on properties one-half net acre or larger in size. All animals shall be kept a minimum distance of seventy feet from any adjacent residence, day care center or educational institution, hospital or church that is located on an adjacent property. These requirements apply to the location of corrals, fenced enclosures, barns, stables or other enclosures, and are subject to the following requirements:

i. Large Animals (Cattle, Horses and Mules). Two animals per one-half acre plus one additional animal for each additional one-half acre of lot area. Animals under the age of twelve months are not counted. Large animals are not permitted in the LM zoning district.

ii. Small Animals (Burros, Goats, Pigs, Ponies, and Sheep). Two animals per one-half acre plus three additional animals for each additional one-half acre of lot area. Animals under the age of six months are not counted. Small animals are not permitted in the LM zoning district.

iii. Poultry. Limited to fifty poultry per acre. A maximum of twelve poultry are allowed on lots less than one acre in the RR, VL, and L zoning districts. A maximum of four poultry are allowed on lots within the LM and M zoning districts. Poultry under the age of three months are not counted. All poultry must be confined. The keeping of roosters is prohibited.

iv. Outdoor Aviary. For lots larger than one acre, limited to fifty birds per acre. For lots smaller than one acre, limited to twenty-four birds. Birds under the age of six months are not counted. All birds must be confined.

c. In no event shall there be any limit to the permissible number of sheep which may be grazed

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
	<p>per acre, where such grazing operation is conducted on fields for the purpose of cleaning up unharvested crops, stubble, volunteer or wild growth where such grazing operation is not conducted for more than four weeks in any six-month period.</p> <p>d. Apiary; provided, that all hives or boxes housing bees shall be placed at least four hundred feet from any public streets or highways, day care center, educational institution, park, property line to a different ownership, or from any dwelling or place of human habitation other than that occupied by the owner or caretaker of the apiary. Additionally, a water source shall be provided on-site.</p>
10 BUSINESS OR COMMERCIAL ACTIVITY	<p>10.2. Business or Commercial Activity. No Lot may ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. This Section 10.2 does not preclude any of the above-described activities without external evidence thereof provided that: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Properties; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside the boundaries of the Lot; (d) no such occupation increases the Association's liability or casualty insurance obligation or premium; and (e) such activities are consistent with the residential character of the Properties and conform with the provisions of this Declaration. Notwithstanding the foregoing, up to four (4) garage or yard sales may be conducted on any Lot during the calendar year.</p>
RESTRICTIONS CC&R 10.2	

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>10.1.1 No property may be used for any business, including activities without external evidence unless:</p> <p>*CCR says it “does not preclude any activities without external evidence thereof”</p>	<p>10.2. Business or Commercial Activity. No Lot may ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. This Section 10.2 does not preclude any of the above-described activities without external evidence thereof provided that:</p>
<p>10.1.1.1 <i>The business activities are conducted in conformance with all applicable governmental ordinances.</i></p>	<p>This Section 10.2 does not preclude any of the above-described activities without external evidence thereof provided that: (a) such activities are conducted in conformance with all applicable governmental ordinances;</p> <p><i>*CCR's say “such activities” not “Business activities”</i></p>
<p>10.1.1.2 <i>The patrons or clientele for the business do not visit the property, park automobiles, or other vehicles at or close to the property.</i></p>	<p>Section 10.2 “(b) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Properties;”</p> <p><i>*CCR does not say “at or close to” it says “within”</i></p>
<p>10.1.1.3 <i>The business's existence or operation is not apparent or detectable by sight, sound, or smell from outside the property boundaries.</i></p>	<p><u>Correct</u></p>
<p>10.1.1.4 <i>No such occupation increases the Association's liability, casualty insurance obligation, or premium.</i></p>	<p><u>Correct</u></p>
<p>10.1.1.5 <i>The business activities are consistent with the Meadowview Association residential character and conform with the Association Rules and Regulations.</i></p>	<p>CONTRARY Section 10.2 says “...e) such activities are consistent with the residential character of the Properties and conform with the provisions of this Declaration.”</p> <p>**NOTE: Rule not consistent with CC&R Should state 10.2 €, in fact, it is rewritten to impart Association guidelines for residential character and conform with not the CCR’s but with the (Proposed) Rules and Regulations.</p>
<p>10.1.2 Up to four (4) garage or yard sales may be conducted on any property during the calendar year (CC&R 10.2 Last Sentence).</p>	<p>Section 10.2: “up to four (4) garage or yard sales may be conducted on any Lot during the calendar year.</p>
<p>11 TEMPORARY BUILDINGS</p>	

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>RESTRICTIONS CC&R 10.8</p>	<p>CCR 10.8. Temporary Buildings. With the exception of backyard campouts, no more than two (2) nights in duration, no outbuilding, tent, shack, shed or other temporary building or Improvement may be placed upon any portion of the Properties unless approved by the Board (for temporary installations only). No garage, trailer, camper, motor home, recreation vehicle or other vehicle may be used as a residence in the Properties, either temporarily or permanently except for use incidental to original construction for a period not to exceed six (6) months. Notwithstanding the foregoing or any other provision of this Declaration, an Owner may apply to the Board for a permit to allow recreational vehicle parking for up to one (1) week, two (2) times per calendar year, to accommodate visitors.</p>
<p>11.1.1 No temporary outbuilding, tent, shack, shed, or other temporary building, may be placed on any properties unless approved by the Board; the approval would only be for temporary installations.</p>	<p>CONTRARY – CCR allows for up to 2 nights, and anything more needs to be approved. The proposed rule indicates that NONE may be placed on properties without board approval. This is a misstatement.</p> <p>CCR 10.8. Temporary Buildings. With the exception of backyard campouts, no more than two (2) nights in duration, no outbuilding, tent, shack, shed or other temporary building or Improvement may be placed upon any portion of the Properties unless approved by the Board (for temporary installations only).</p>
<p>11.1.2 No garage, trailer, camper, motor home, recreational vehicle, or other vehicles may be used as a resident in the Properties, either temporarily or permanently, except for use incidental to original construction for a period not to exceed six (6) months.</p>	<p>CCR 10.8 No garage, trailer, camper, motor home, recreation vehicle or other vehicle may be used as a residence in the Properties, either temporarily or permanently except for use incidental to original construction for a period not to exceed six (6) months.</p> <p>OMITTED in Proposed Rule:</p> <p>Notwithstanding the foregoing or any other provision of this Declaration, an Owner may apply to the Board for a permit to allow recreational vehicle parking for up to one (1) week, two (2) times per calendar year, to accommodate visitors.</p>
<p>11.1.3 Backyard campouts for a maximum of two (2) nights are permitted.</p>	<p>NO CCR - CONTRARY</p> <p>Section 10.8</p> <p>10.8. Temporary Buildings. With the exception of backyard campouts no more than two (2) nights in duration, no outbuilding, tent, shack, shed or other temporary building or Improvement may be placed upon any portion of the Properties unless approved by the Board (for temporary installations only).</p>

PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021	CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)
11.1.4 Recreational vehicle can be used for guests for one week at a time twice per calendar year.	Section 10.8 says Notwithstanding the foregoing or any other provision of this Declaration, an Owner may apply to the Board for a permit to allow recreational vehicle parking for up to one (1) week, two (2) times per calendar year, to accommodate visitors.
12 ACCESSORY BUILDINGS	
REQUIREMENTS CC&R 10.18(e)	Section 10.18(c) e) Accessory Buildings. Height of accessory building/garage shall not exceed that of the primary Dwelling Unit. Application to use alternative type roofing, matching primary Dwelling Unit roofing in color, may be submitted for accessory buildings one hundred twenty (120) square feet or less in area and requiring no City permit of any kind. If approved by the ARC, such alternative type roofing may be used. Buildings more than one hundred twenty (120) square feet in area must have roofing material matching that on the primary Dwelling Unit.
12.1.1 Height and accessory buildings (missing garage) shall not exceed the primary Dwelling Unit.	Section 10.18(c) e) Accessory Buildings. Height of accessory building/garage shall not exceed that of the primary Dwelling Unit.
12.1.2 Any accessory building that requires a permit must be approved by the ARC prior to installation.	NOT IN CCR Section 10.18(c) states: "Dwelling Unit roofing in color, may be submitted for accessory buildings one hundred twenty (120) square feet or less in area and requiring no City permit of any kind. If approved by the ARC, such alternative type roofing may be used.
12.1.3 Buildings more than one hundred twenty (120) square feet in area must have roofing matching the existing structure.	Section 10.18(c) says "Buildings more than one hundred twenty (120) square feet in area must have roofing material matching that on the primary Dwelling Unit.
13 FLAGS, BANNERS, SIGNS AND POSTERS	
Residents must satisfy the following requirements when constructing, installing and maintaining flags, banners, signs and posters on their Lot.	No FLAG or BANNER clauses in CCR's (only signs and posters. See next item for Civil Code

<p style="text-align: center;">PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p style="text-align: center;">CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>U.S. FLAG</p>	<p>Suggest the following: This section should only reference the applicable federal, state and local codes:</p> <p style="padding-left: 40px;">US FLAG – Restrictions on the size, materials and location of displaying the US Flag should reference Chapter 5 of Title 4 of the United States Flag Code and CALIFORNIA CIVIL CODE SECTION 4705. These are the only restrictions allowed by law.</p> <p>CALIFORNIA CIVIL CODE SECTION 4705</p> <p>(a) Except as required for the protection of the public health or safety, no governing document shall limit or prohibit, or be construed to limit or prohibit, the display of the flag of the United States by a member on or in the member's separate interest or within the member's exclusive use common area</p> <p>(b) For purposes of this section, "display of the flag of the United States" means a flag of the United States made of fabric, cloth, or paper displayed from a staff or pole or in a window, and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component</p> <p>(c) In any action to enforce this section, the prevailing party shall be awarded reasonable attorney's fees and costs.</p>
<p>13.1.1 Size. Except as otherwise provided by law, flags shall not exceed twenty-four (24) square feet in size. House-attached flagpoles shall be no longer than six feet {6'} in size.</p>	<p>NO CCR – CONTRARY TO LAW</p> <p>NOTE: There are no restrictions or sections in the approved CC&Rs that reference the displaying of the US Flag... HOWEVER this rule violates CALIFORNIA CIVIL CODE SECTION 4705:</p> <p>(a) Except as required for the protection of the public health or safety, no governing document shall limit or prohibit, or be construed to limit or prohibit, the display of the flag of the United States by a member on or in the member's separate interest or within the member's exclusive use common area</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.2 Materials. The U.S. Flag must be made of fabric, cloth, or paper. No depiction or emblem of the U.S. Flag may be displayed if it is made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. Flag brackets shall be compatible with the color and scale of the residence to which it is attached</p>	<p>NO CCR – CONTRARY TO LAW</p> <p>NOTE: There are no restrictions or sections in the approved CC&Rs that reference the displaying of the US Flag... HOWEVER this rule violates CALIFORNIA CIVIL CODE SECTION 4705:</p> <p>(b) Except as required for the protection of the public health or safety, no governing document shall limit or prohibit, or be construed to limit or prohibit, the display of the flag of the United States by a member on or in the member's separate interest or within the member's exclusive use common area</p> <p>Note: that California Civil Code 4705 Section (b) DOES NOT prohibit the depiction of the US flag in other materials but simply states this code does not apply to those scenarios.</p>
<p>13.1.3 Location. Flags may be displayed from a house-attached flagpole without prior approval from the Architectural Committee. All free-standing flagpoles must be approved by the Architectural Committee and are subject to any State and Local laws governing the installation and maintenance thereof (e.g., setback requirements, etc.). Any flags that pose a health and/or safety risk for any reason are not permitted.</p>	<p>NO CCR – CONTRARY TO LAW</p> <p>NOTE: There are no restrictions or sections in the approved CC&Rs that reference the displaying of the US Flag... HOWEVER this rule violates CALIFORNIA CIVIL CODE SECTION 4705:</p> <p>(c) Except as required for the protection of the public health or safety, no governing document shall limit or prohibit, or be construed to limit or prohibit, the display of the flag of the United States by a member on or in the member's separate interest or within the member's exclusive use common area</p>

NONCOMMERCIAL FLAGS, BANNERS, SIGNS AND POSTERS

“FLAGS AND BANNERS” not in CCR’s

Current CC&Rs - 10.4. Signs.

Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except

(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,

(b) traffic and other signs installed by the Association or as part of the original construction of the Properties, or

(c) political signs erected in connection with elections, which political signs may not be erected prior to fifteen (15) days prior to the election day, and which must be taken down within three (3) days after election day. All signs or billboards and the conditions promulgated for the regulation thereof must conform to the requirements of all applicable **governmental ordinances.**

Note: California Civil Code 712 and 713 as referenced in the current CC&Rs pertain to Real Estate Signs ONLY. California Civil Code 4710 covers all non-commercial flags, banners and signs.

California Civil Code 712.

(a) Every provision contained in or otherwise affecting a grant of a fee interest in, or purchase money security instrument upon, real property in this state heretofore or hereafter made, which purports to prohibit or restrict the right of the property owner or his or her agent to display or have displayed on the real property, or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, and do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease, or exchange, or advertise directions to the property, by the property owner or his or her agent is void as an unreasonable restraint upon the power of alienation.

(b) This section shall operate retrospectively, as well as prospectively, to the full extent that it may constitutionally operate retrospectively.

(c) A sign that conforms to the ordinance adopted in conformity with Section 713 shall be deemed to be of reasonable dimension and design pursuant to this section.

(Amended by Stats. 1993, Ch. 589, Sec. 20. Effective January 1, 1994.)

California Civil Code 713

(a) Notwithstanding any provision of any ordinance, an owner of real property or his or her agent may display or have displayed on the owner's real property, and on real property owned by others with their consent, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, and do not adversely affect public safety, including traffic safety, as determined by the city, county, or city and county, advertising the following:

(1) That the property is for sale, lease, or exchange by the owner or his or her agent.

(2) Directions to the property.

(3) The owner's or agent's name.

(4) The owner's or agent's address and telephone number.

(b) Nothing in this section limits any authority which a person or local governmental entity may have to limit or regulate the display or placement of a sign on a private or public right-of-way.

(Amended by Stats. 1992, Ch. 773, Sec. 3. Effective January 1, 1993.)

California Civil Code 4710

4710. (a) The governing documents may not prohibit posting or displaying of noncommercial signs, posters, flags, or banners on or in a member's separate interest, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
	<p>(b) For purposes of this section, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.</p> <p>(c) An association may prohibit noncommercial signs and posters that are more than nine square feet in size and noncommercial flags or banners that are more than 15 square feet in size.</p>
<p>13.1.4 Size:</p>	<p>CONTRARY Under CC&R 10.4 Signs:</p> <p>10.4. Signs. Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except (a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent, (b) traffic and other signs installed by the Association or as part of the original construction of the Properties, or (c) political signs erected in connection with elections, which political signs may not be erected prior to fifteen (15) days prior to the election day, and which must be taken down within three (3) days after election day. All signs or billboards and the conditions promulgated for the regulation thereof must conform to the requirements of all applicable governmental ordinances.</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.4.1 <i>Signs and Posters. Signs and posters shall not exceed nine (9) square feet in size.</i></p>	<p>NOT IN CCR</p> <p>Current CC&Rs - 10.4. Signs.</p> <p>Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent.</p> <p>See California Civil Code 4710(c) An association may prohibit noncommercial signs and posters that are more than nine square feet in size and noncommercial flags or banners that are more than 15 square feet in size.</p>
<p>13.1.4.2 <i>Flags or banners. Flags and banners shall not exceed fifteen {15} square feet in size. House-attached flagpoles shall be no longer than six feet {6} in size.</i></p>	<p>NOT IN CCR</p> <p>Current CC&Rs - 10.4. Signs.</p> <p>Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent.</p> <p>See California Civil Code 4710(c) An association may prohibit noncommercial signs and posters that are more than nine square feet in size and noncommercial flags or banners that are more than 15 square feet in size.</p>
<p>13.1.5 <i>Materials. The noncommercial flags, banners, signs, and posters may be made of paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping, or decorative component. Flag brackets shall be compatible with the color and scale of the residence to which it is attached.</i></p>	<p>NOT IN CCR</p> <p>See California Civil Code 4710(b) For purposes of this section, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.6 Number. Except as otherwise provided by law, residents shall not display more than one (1) noncommercial flag, banner, sign, or poster at any given time.</p>	<p>NOT IN CCR</p> <p>Current CC&Rs - 10.4. Signs. Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent.</p> <p>CC&Rs 10.4 states "Subject to the provisions of California Civil Code Sections 712 and 713" which is for Real Estate Signs ONLY.</p> <p>California Civil Code 4710 has no reference to quantity of Non-Commercial Flags or Banners allowed on or in a member's interest.</p>
<p>13.1.7 Location.</p>	

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.7.1 <i>Flags, banners, signs, and posters may not be placed in locations that would create a health/safety concern (e.g., impedes or restricts sight lines for vehicular traffic), or which would otherwise violate Federal, State or Local laws.</i></p>	<p>NOT IN CCR - No mention of flags in CC&Rs</p> <p>Existing CC&Rs - 10.4. currently states:</p> <p>Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <ul style="list-style-type: none"> (a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent, (b) traffic and other signs installed by the Association or as part of the original construction of the Properties, or (c) political signs erected in connection with elections, which political signs may not be erected prior to fifteen (15) days prior to the election day, and which must be taken down within three (3) days after election day. All signs or billboards and the conditions promulgated for the regulation thereof must conform to the requirements of all applicable governmental ordinances. <p>See California Civil Code 4710(a)</p> <p>The governing documents may not prohibit posting or displaying of noncommercial signs, posters, flags, or banners on or in a member's separate interest, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.7.2 <i>Flags may be displayed from a house-attached flagpole without prior approval from the Architectural Committee. All free-standing flagpoles must be approved by the Architectural Committee and are subject to any State and Local laws governing the installation and maintenance thereof (e.g., setback requirements, etc.).</i></p>	<p>NOT IN CCR - No mention of flags in CC&Rs</p> <p>Current CC&Rs - 10.4. Signs. Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p> <p>(b) traffic and other signs installed by the Association or as part of the original construction of the Properties.</p>
<p>13.1.8 POLITICAL FLAGS, BANNERS AND SIGNS</p>	<p>Completely NEW Section for Political flags, Banners and Signs.</p>
<p>13.1.8 Political Flags, Banners, Signs and Posters. As used herein, the term "political" shall mean and refer to flags, banners and signs relating to any of the following: (1) an election or legislative vote, including an election of a candidate to public office, (2) the initiative, referendum, or recall process, and (3) issues that are before a public commission, public board, or elected local body for a vote.</p>	<p>NOT IN CCR</p>
<p>13.1.8.1 <i>Size.</i></p>	

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.8.1.1 Signs and Posters. Signs and posters shall not exceed nine (9) square feet in size.</p>	<p>Existing CC&Rs - 10.4. currently states: Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p> <p>(b) traffic and other signs installed by the Association or as part of the original construction of the Properties, or</p> <p>(c) political signs erected in connection with elections, which political signs may not be erected prior to fifteen (15) days prior to the election day, and which must be taken down within three (3) days after election day. All signs or billboards and the conditions promulgated for the regulation thereof must conform to the requirements of all applicable governmental ordinances.</p>
<p>13.1.8.1.2 Flags or Banners. Flags and banners shall not exceed fifteen (15) square feet in size. House-attached flagpoles shall be no longer than six feet (6') in size.</p>	<p>NOT IN CCR</p> <p>Note:</p> <p>Existing CC&Rs - 10.4. currently states: Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p> <p>(b) traffic and other signs installed by the Association or as part of the original construction of the Properties, or</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.8.2 <i>Location. Political flags, banners, signs and posters may not be placed in locations that would create a health/safety concern (e.g., impedes or restricts sight lines for vehicular traffic), or which would otherwise violate Federal, State or Local laws. Under no circumstances shall a political flag, banner or sign be installed or maintained on the Association's Common Area without the prior written authorization of the Board of Directors.</i></p>	<p>NOT IN CCR</p> <p>See Existing CC&Rs - 10.4. currently states: Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p> <p>(b) traffic and other signs installed by the Association or as part of the original construction of the Properties</p>
<p>13.1.8.3 <i>Duration. Unless further restricted by Local law, a resident may display political flags, banners, signs or posters no more than forty-five (45) days prior to the date of the election or vote to which the sign relates and no more than Five (5) days following the date of the election or vote. Residents shall be solely responsible for any violation of Local law.</i></p>	<p>NOT IN CCR's</p> <p>Existing CC&Rs - 10.4. currently states: Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(c) political signs erected in connection with elections, which political signs may not be erected prior to fifteen (15) days prior to the election day, and which must be taken down within three (3) days after election day. All signs or billboards and the conditions promulgated for the regulation thereof must conform to the requirements of all applicable governmental ordinances.</p>
<p>13.1.9 <i>Content-Based Restriction. Residents are prohibited from displaying flags, banners and signs that contain foul or obscene language or gestures.</i></p>	<p>NOT IN CCR's</p> <p>Not referenced in Existing CC&Rs - 10.4.:</p>
<p>COMMERCIAL FLAGS, BANNERS AND SIGNS</p>	<p>Section is NEW and Not referenced in Existing CC&Rs - 10.4.:</p>
<p>13.1.10 <i>Residents are prohibited from displaying flags, banners and signs containing a commercial theme or message. For purposes of this provision, the phrase "commercial theme or message" shall include, but is not limited to, words or graphics that identify or promote any commercial product, good, service and/or enterprise</i></p>	<p>NOT IN CCR's</p> <p>No mention of Commercial flags, banners and signs in existing CC&Rs</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.10.1 <i>Exceptions:</i></p>	
<p>13.1.10.1.1 Contractor/landscape signs are limited to one per contractor during construction and must be removed after the contractor has completed their work. All constructions/landscape signs are to be removed immediately upon final inspection and/or project completion</p>	<p>NOT IN CCR's</p> <p>No mention of Commercial flags, banners and signs in existing CC&Rs</p>
<p>13.1.10.1.2 Garage, yard, or neighborhood sale signs may be placed in the event morning and must be removed the evening after the event.</p>	<p>NOT IN CCR's</p> <p>No mention of Commercial flags, banners and signs in existing CC&Rs</p>
<p>13.1.11 Real Estate Signs. Notwithstanding the foregoing, Owners are permitted to display real estate signs contingent on the following requirements:</p>	<p>NOT IN CCR's</p> <p>See Existing CC&Rs - 10.4. which currently states: Subject to the provisions of California Civil Code Sections 712 and 713 –</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p>
<p>13.1.11.1 <i>Owners are permitted to display (1) sign indicating that the property is for sale or lease.</i></p>	<p>NOT IN CCR's</p> <p>See Existing CC&Rs - 10.4. which currently states: Subject to the provisions of California Civil Code Sections 712 and 713 –</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p>
<p>13.1.11.2 <i>The sign shall not be larger or taller than such signs commonly utilized for any similar purpose by a real estate company licensed to conduct business within California.</i></p>	<p>NOT IN CCR's</p> <p>See Existing CC&Rs - 10.4. which currently states: Subject to the provisions of California Civil Code Sections 712 and 713 –</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p>
<p>13.1.11.3 <i>The sign must be attached to the ground with a single, conventional stake, and must be set back from the sidewalk so as to prevent the impaired use thereof.</i></p>	<p>NOT IN CCR's</p> <p>See Existing CC&Rs - 10.4. which currently states: Subject to the provisions of California Civil Code Sections 712 and 713 –</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p>

<p>PROPOSED RULES AND REGULATIONS NOTICE BY BOARD ON 12/1/2021</p>	<p>CCR's FILED 10/22/2001 (Also, where applicable, reference to Temecula Muni Code and State Civil Code)</p>
<p>13.1.11.4 <i>The sign must be removed within fifteen (15) days of the close of escrow or execution of a lease agreement.</i></p>	<p>NOT IN CCR's</p> <p>See Existing CC&Rs - 10.4. which currently states: Subject to the provisions of California Civil Code Sections 712 and 713 –</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p>
<p>13.1.11.5 <i>No real estate signs may be placed on the Association's Common Area unless expressly authorized by the Board of Directors</i></p>	<p>NOT IN CCR's</p> <p>See Existing CC&Rs - 10.4. which currently states: Subject to the provisions of California Civil Code Sections 712 and 713 –</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p>
<p>PROHIBITED SIGNS</p>	
<p>13.1.12 NO Signs, Flyers, Posters, or any type of notice can be posted on <u>Association Street signs, directional signs, or Common Area fencing.</u> The signs and fencing are owned and maintained by the Association. Posting of individual property owner's signs/posters/flags or banners are not allowed on any Association Common Areas or Meadowview entrances.</p>	<p>NOT IN CCR's</p> <p>See Existing CC&Rs - 10.4. which currently states: Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device may be displayed on any portion of the Properties or on any public street abutting or visible from the Properties without the ARC'S prior written consent, except</p> <p>(a) one (1) sign for each Lot, not larger than eighteen inches (18") by thirty inches (30"), advertising the Lot for sale or rent,</p> <p>(b) traffic and other signs installed by the Association or as part of the original construction of the Properties, or</p> <p>(c) political signs erected in connection with elections, which political signs may not be erected prior to fifteen (15) days prior to the election day, and which must be taken down within three (3) days after election day. All signs or billboards and the conditions promulgated for the regulation thereof must conform to the requirements of all applicable governmental ordinances.</p>