



Homeowners Association

Rules & Regulations

Revised April 2020

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Keep this information available for reference. Pass this information on to tenants and future homeowners on resale of your home. In an effort to continue to improve our community, the Board reserves the right to change or amend these Rules and Regulations at any time.

**IVEY RIDGE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
AND ENFORCEMENT PROCEDURES**

PREFACE

The following Association rules are promulgated for the purpose of safety, to maintain the aesthetic values of the development and the community, for the peace and quiet of the residents, and for the enjoyment and benefit of association members and their guests. These rules and regulations are not intended to replace the CC&R's which were furnished to all members, but rather a means of informing the members and their tenants and guests of several important provisions within the recorded CC&R's and the conditions governing the use of the common area and community recreational facilities.

Common sense and consideration for your neighbors are the keys to success in your community. Please read carefully and be sure you and your family understand these rules. If your home is rented, please advise your tenants of the rules and supply them with a copy of this information. Additional copies of the rules may be obtained from the Management Company.

Any violation of the rules and regulations may result in a penalty assessment being levied against the homeowner or by legal action to enforce the CC&R's.

Thank you for your cooperation,

IVEY RIDGE HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS

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ARTICLE V
POWERS AND DUTIES OF THE ASSOCIATION

Section 13. Association Rules and Regulations

The Board shall also have the power to adopt, amend and repeal Rules and Regulations, as it deems reasonable, which may include the establishment of a system of fines and penalties enforceable as matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Area, signs, parking restrictions and enforcement, trash collection, minimum standards for maintenance of Lots consistent with such standards as may be set forth in this Declaration or adopted by the Architectural Control Committee, and any other matter which is within the jurisdiction of the Association; provided, however, that the Rules and Regulations may not discriminate among Owners and shall not be inconsistent with this Declaration, and the Articles or By-Laws.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Private Residential Dwelling

Each lot shall be used as a private residential dwelling and for no other purpose.

Section 2. Common Area Use

Use of the Common Area shall be subject to the provisions of this Declaration, the Rules and Regulations and to any additional limitations imposed by the Association.

Section 4. Liability for Damage

Each owner shall be liable to the Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Association to repair any damage to the Common Area which be sustained by reason of the negligence or willful misconduct of said Owner or of his or her family, tenants, lessees or respective guests or invitees whether minor or adult.

Section 5. Signs

Subject to the provisions of California Civil Code, Sections 712 and 713, as same may be amended from time to time, no sign of any kind shall be displayed to the public view on or from any Lot or the Common Area without the approval of the Association except one (1) "for sale", "for lease" or "for exchange" sign of reasonable size (but not exceeding six (6) square feet) on any Lot.

Section 6. Maintenance of Animals

No animals of any kind shall be raised, bred or kept in any Lot or in the Common Area, except that common household pets, including dogs, cats, or birds, may be kept in each Lot; provided, however, that no animal shall be kept bred or maintained for any commercial purpose or in unreasonable numbers. "Unreasonable numbers" shall ordinarily mean more than two (2) animals per Lot. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by said animal in the Project. When walking or exercising an animal in the Project, the Owner thereof shall, at all times, have readily available means to clean up any excrement or other unclean or unsanitary condition created by said animal. The Association, upon the approval of a majority of the Board, shall have the right to prohibit maintenance of any animal within the Project which constitutes a private nuisance to any other person.

Section 7. Quiet Enjoyment

No Owner shall permit or suffer anything to be done in the Project or kept upon such Owner's Lot which will obstruct or interfere with the rights of quiet enjoyment of the other occupants, or annoy them by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon.

Section 8. Structural Changes

There shall be no structural alteration, construction or removal of any Residence, fence or other structure whatsoever in the Project without the prior written approval of the Board or its designated Architectural Control Committee.

Section 9. Improvements

There shall be no construction, alteration or removal of any Improvement in the Project without the Approval of the Architectural Control Committee.

Section 10. Windows

No window in any Residence shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, tint or any other material reasonably deemed inappropriate for such use by the Architectural Control Committee.

Section 11. Commercial Activity

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Lot or the Common Area. Notwithstanding the foregoing, this Section shall not preclude an Owner from maintaining a home-office and conducting business activities therefrom on the following conditions:

(a) there is no external evidence of such activity; (b) government ordinances; (c) the patrons or clientele of such activities do not visit the Lots or park automobiles or other vehicles within the Project; (d) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Residences; (e) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (f) such activities are consistent with the residential character of the Project.

Section 12. Parking

All vehicles in the Project shall be parked in accordance with the following:

All Owners/Residents must adhere to these regulations. Failure to do so could result in fines by the Association and the towing of vehicles at the owners' expense.

For the purpose of these rules, a vehicle is defined as any form of conveyance, including, but not limited to, cars, trucks, recreational vehicles, motor homes, motorcycles, and trailers.

General Information

Overnight parking of any vehicle is strictly forbidden on all streets within the Association between the hours of 12:00 midnight and 6:00 a.m. This includes all parking of vehicles belonging to guests or residents. Vehicles found to be in violation of this rule will be towed at the owners' expense.

All posted traffic control signs and traffic markings are to be strictly observed. Repeated or flagrant violations will result in enforcement action.

The maximum speed limit on Association streets is 15 mph.

There is to be no parking in fire lanes or within 15 feet of fire hydrants, at any time or for any reason, or in any manner that blocks or interferes with ingress or egress of other vehicles. Violators of these rules may be towed immediately without notice.

No parking is permitted at any time in front of mailboxes.

No street parking is allowed on Fridays from 8:00 a.m. to 4:00 p.m. to allow for street sweeping.

Parking violations are accumulated on a member/guest basis and not on individual vehicles. Should a member park two cars in a restricted area, he/she will accumulate two violations, etc.

All homeowners are responsible for ensuring that their guests/tenants comply with all parking rules and regulations. The Association will take enforcement actions against the owner, not the tenants or guests.

An exception to the guest parking restrictions is made for attended vehicles for a reasonable period of time, for example loading and unloading, provided there is no interference to the free movement of emergency vehicles and the vehicles of Residents and guest of Residents.

Temporary parking will be permitted for a reasonable amount of time, not exceeding one (1) hour, of vehicles belonging to guests, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Members, and parking of vehicles belonging to or being used by Members for loading or unloading purposes. Temporary parking must be in designated parking areas only.

Commercial vehicles are allowed within the Association property only for the purposes of making deliveries, or service to the Association or a Resident. Commercial vehicles are defined, but not limited to any vehicle (car, truck or van) that meets any one of the following criteria: equipped with external racks or having logos, signs, phone numbers or any designation which advertises a business.

Resident Parking

Recreational Vehicles No owner shall park, store or keep any large commercial or recreational type vehicle on his or her Lot, streets within the Project or any portion of the Common Area, except wholly within his or her respective garage. No trailer, motor home, truck, camper, boat, or commercial vehicle shall be kept, constructed, or maintained anywhere on the project including any street within the project. No Owner/Resident may conduct major vehicle repairs to any vehicle of any kind whatsoever in his/her garage or upon any portion of the Common Property. Emergency repairs such as changing a tire, etc., which must be conducted in order to enable the vehicle to be moved to a proper repair facility may be performed. Changing vehicle oil or any other automotive fluid is prohibited in the Common Property.

No trailer, camper, boat, motor home or similar vehicle, or unsightly equipment may be parked other than temporarily within the Association property.

No inoperable vehicle shall be stored or allowed to remain on the Project, including on any street.

Restrictions Regarding Private Streets No owner shall park any vehicle on any portion of the Project, except wholly within his/her respective garage or on his/her driveway, provided such automobile does not extend onto the sidewalk or beyond the curb. Residents are required to park their vehicles in their garage or on their driveway

Garages

There must be space available in every garage for parking the number of vehicles therein for which the garage was originally designed. For example, a two-car garage must be readily available for parking at least two (2) full-size automobiles. Residents with one or two vehicles shall keep their vehicles parked in their garage at all times when not in use. Additional vehicles, if any, must be parked on the driveway.

Garages shall be used for parking vehicles only and not converted for living, recreational or business purposes. Garages may not be used for storage or other purposes that prevent the homeowner from parking at least two (2) vehicles in the garage. Each owner shall keep his or her garage readily available for parking his or her respective vehicle therein and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed.

Garage doors must be kept closed at all times except during arrivals and departures, as reasonably required for entry to and exit from the garage.

No parking is permitted at any time on the street in front of garages. These areas must be kept clear at all times for maneuvering in and out of garages, and for emergency vehicle use (police, fire, and ambulance). Violators are subject to fine and/or towing.

Guest Parking

Overnight parking of guests' vehicles is strictly forbidden on all streets within the association between the hours of 12:00 midnight and 6:00am without a valid permit. Permits will **NOT** be granted to oversized vehicles, motorhomes, trailers, campers and trucks with campers attached, as outlined in the CC&R's. During the calendar year, (1) guest permit may be issued for a maximum period of seven (7) days in a 90 day period. To ensure safe egress of residents and emergency vehicles, only (1) overnight guest permit will be authorized per lot at a time within a 90 day period, during all months of the year. The permit must be displayed by hanging it on the rearview mirror with the printed side facing towards the front of the vehicle. The permit must be displayed in the vehicle assigned to that permit. Any vehicle parked overnight in the Guest Parking without a parking permit will be ticketed once and subsequently towed upon the second infraction in a 30 day period. Any vehicle parked in Guest Parking for more that the allotted time on the permit will be towed at owner's expense. Any vehicle parked in a Fire Lane at any time will be towed at the owner's expense. Vehicles must be parked within 18" from the curb and must be parked with the flow of traffic. Double parking is not permitted at any time. Parallel parking in front of driveways are not permitted at any time. On-street parking is subject to all parking laws and ordinances established by the State of California, the County of San Diego, and the City of Oceanside. Recreational Vehicles, such as campers, motor homes, boats, etc., may only be parked on the street for the purpose of

loading and unloading for a maximum of four (4) hours total and shall be parked in a manner as to not restrict other residents from ingress and egress access to their properties.

Guest Parking Permits

To apply for an overnight guest parking permit, Homeowners must be a member in good standing and submit the following information to Management at least 48 business hours prior to the start of the requested permit period for approval. PLEASE NOTE: Tenants are not permitted to apply for guest parking permits; these requests must come through the verified Homeowner on title of the property. Management will review all criteria submitted for approval and will issue the temporary permits if all requirements are satisfied completely. Permits must be picked up from the Management office by 5:00pm on the first day of the requested permit period:

Guest Parking Permit Criteria:

- Name: (Homeowners Only)
- Ivey Ridge Address
- Vehicle Make, Model, Color & License Plate for the vehicle that will be parked on the street with the permit
- Start Date and End Date for the permit
- Photo of the garage showing at least one vehicle parked inside

Reasons your guest parking permit may be denied:

- The vehicle requesting the guest parking permit has exceeded the allowed time frame of 7 days within a 90 day period, excluding the Holiday Season.
- The garage is being used for storage of personal items and not for parking of vehicles.
- The Owner has been found in violation of the Governing Documents
- The Owner is delinquent in monthly assessment payments in excess of 60 days.

Fines/Towing Removal

All vehicles or other equipment parked or stored in violation of these rules may be subject to fines and/or towing removal or such other action by the Board as it may deem necessary.

All costs incurred in the removal of such vehicles and equipment, including but not limited to towing, storage expenses and attorney fees, if applicable, will be charged to the owner of the vehicles or equipment involved. The Member/Owner is responsible for the parking violations of their tenant(s) and any penalty necessary will be levied against the Member/Owner.

Citation Procedure and Enforcement Guidelines:

First Offense:
Second Offense:

Violation Notice
Towing and Fine of \$50.00

Third and All Subsequent Offenses: Towing and Fines of \$100.00

Security patrol may arrange the towing away of vehicles parked in violation at any time, day or night. Fines will be levied against the Homeowner and not to a tenant or guest.

NOTE: Exceptions to the Citation Procedure and Enforcement Guidelines include the immediate towing of vehicles parked within fire lanes or parked within 15 feet of fire hydrants.

Section 13. Regulation of Parking

Subject to the rights of the Association, through its officers, committees and agents, the Board is hereby empowered to establish "parking" and "no parking" areas within the Common Area, in accordance with Section 22658.2 of the California Vehicle Code.

Section 14. Compliance With Management Documents

All Owners shall be Members of the Association and shall comply with the terms and conditions as set forth herein and in the Articles and the By-Laws, and all Rules and Regulations of the Association and Architectural Control Committee.

Section 16. Solar Heating

No solar heating panels or other solar energy collection equipment shall be installed on any portion of any Lot or Common Area or any Improvement thereon, unless such equipment is installed in such location and in such manner as to be obscured from the view of other persons in the Project to the greatest degree practicable without significantly decreasing its efficiency. No person shall install any such panels or equipment without the prior written consent of the Architectural Control Committee, which shall have the right to reasonably restrict and determine the size, shape, color, style, materials or location of any such panels or equipment within the Project, subject to the provisions of California Civil Code Section 714, as same may be amended, from time to time.

Section 17. Antennas

In accordance with regulations adopted by the Federal Communications Commission, the Association may continue to regulate, but may not prohibit, the installation of small satellite dishes of less than one meter in diameter. A small satellite dish must be located at the rear of the residence, away from the street and reasonably screened from adjacent residences, unless such an installation will unreasonably impair the signal quality, or unreasonably increase the cost of the installation. If the orientation of the residence requires the dish to be installed in a location other than in the rear of the residence, the dish shall be reasonably screened from view and painted to match the existing trim color of the residence.

Section 18. Leasing

No Owner shall be permitted to rent or lease his or her Lot for transient or hotel purposes or for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, By-Laws and Articles, and that any failure by the tenant or lessee to comply with the terms of such documents shall constitute a default under such agreement.

Section 20. Trash

No rubbish, trash, garbage or other waste material shall be kept or permitted upon any portion of the Project, except in covered sanitary containers approved by the City located in appropriate areas screened and concealed from view by a fence, wall or other screen approved by the Architectural Control Committee. Approved trash containers shall 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). Driveways must remain free of oil, oil stains, rust stains, oil pans, or sand or other substances.

Section 21. Drainage

There shall be no interference with the established drainage pattern over any Lot or the Common Area, unless adequate alternative provision is made for proper drainage and is approved in writing by the Architectural Control Committee.

Section 23. Patios and Balconies

Patios and balconies, and all furniture, plants and other improvements situated therein, shall be kept at all times in a neat, clean, safe and attractive condition. Clothes, towels, blankets, laundry or clotheslines shall not be placed on or hung from any patio or balcony, or any portion of the Common Area, where doing so would be visible from any other Lot, the Common Area or the public. Patios and balconies shall not be used for storage of any items deemed inappropriate by the Architectural Control Committee.

ARTICLE IX
ARCHITECTURAL CONTROL - APPROVAL

Section 2. Architectural Control

No person shall install any Improvement, including, without limitation, solar heating panels, lighting, shades, screens, awnings, patio covers, decorations, fences, screen doors, aerials, antennas, radio or television broadcasting or receiving devices, air conditioning units, or change or otherwise alter the exterior of any residence or appurtenant Improvement.

Section 5. Architectural Standards

The Board may, from time to time, adopt architectural standards to be administered through the Architectural Control Committee.

Section 6. Architectural Approval - Review of Plans and Specifications

The Architectural Control Committee shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans are in conformance with and are harmonious to the exterior design and existing materials of the buildings in the Project. No construction, alteration, grading, addition, excavation, demolition, modification, decoration, redecoration or reconstruction of an Improvement shall be commenced or maintained by any Owner until the plans and specifications therefore showing location of the same shall have been submitted to the Architectural Control Committee and approved in writing by the Architectural Control Committee.

The Architectural Control Committee may also issue rules or guidelines setting forth procedures for submission of plans for approval, requiring a payment of a fee to the Association to accompany each submission of plans and specifications, or additional factors which it will take into consideration in reviewing submissions.

Section 7. Decisions of the Architectural Control Committee

Until receipt by the Architectural Control Committee of any required plans and specifications, and such other information as may be required, the Architectural Control Committee may postpone review of any plans submitted for approval.

Decisions of the Architectural Control Committee and the reasons therefore should be transmitted by the Architectural Control Committee to the applicant, at the address set forth in the application for approval, within forty-five (45) days after receipt by the Architectural Control Committee of all plans and specifications as per the provisions of Section 6 above. Plans shall be deemed approved, unless written disapproval or a request for additional information or materials by the applicant within forty-five (45) days after the receipt by the Architectural Control Committee of all required materials.

Section 8. Submittal to City - Right of Architectural Control Committee to Review

Upon obtaining the written approval of the Architectural Control Committee, the Owner shall thereafter submit plans and specifications to the City. In the event that all necessary approvals of the City for the issuance of a building permit or other permits required to commence the work contemplated in the plans and specifications are not obtained within six (6) months from the date of approval by the Architectural Control Committee, the Architectural Control Committee shall have the right, but not the obligation, to re-review all previously approved plans and specifications. In addition, in

the event that the City requires modifications to the plans and specifications previously approved by the Architectural Control Committee, the Owner shall submit to the Architectural Control Committee all modifications to the plans and specifications previously approved by the Architectural Control Committee. In the event the Owner is obligated to resubmit plans and specifications to the Architectural Control Committee to reflect the modifications required by the City, said Committee shall have the right to review and to impose further conditions on any such modifications.

Section 9. Approval of City

Approval of any proposed or existing Improvement, or completion of an Improvement, by the Architectural Control Committee or the Board shall not be construed to warrant or represent in any way that the Improvement was approved by or complies with the minimum standards of the City.

Similarly, approval of any proposed or existing Improvement by the City shall not be construed to constitute approval of such Improvement by the Architectural Control Committee or the Board.

Section 10. Conflicts Between City and Architectural Control Committee

In the event of any conflict in the conditions of approval of any proposed Improvements imposed by the City and the Architectural Control Committee, the more restrictive of such conditions shall be controlling.

Section 13. Variances

Where circumstances such as topography, location of buildings, location of landscaping or other matters require, the Architectural Control Committee, by the vote or written assent of a majority of the members thereof, may allow reasonable variances as to any of the Protective Covenants contained in this Declaration or provisions under the rules and regulations promulgated by the Architectural Control Committee, on such terms and conditions as it shall require.

Section 14. Inspection of Work

Upon consent of the Owner, which consent shall not be unreasonably withheld, any member or authorized representative of the Architectural Control Committee may, at any reasonable hour and upon reasonable notice, enter and inspect any Lot which has been the subject matter of an approval of a submission for an Improvement to his or her Lot. Such entry shall be made with as little inconvenience to the Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association. If the Architectural Control Committee finds that such work was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such noncompliance, specifying the particulars of the noncompliance. The Board, after Notice and Hearing, may levy a Compliance Assessment against such

Owner for the costs of removing or remedying such compliance.

Section 16. Appeal

In the event plans and specifications submitted to the Architectural Control Committee are disapproved, the party making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Control Committee.

Section 17. Color Limitations

Notwithstanding any other provision of this Declaration to the contrary, the Architectural Control Committee shall establish and strictly enforce standards of acceptable colors for the exterior surfaces of the Residences and appurtenant structures.

Section 18. Landscaping

No Owner shall plant, replant, modify, destroy or change the landscaping in the Common Area (including, but not limited to the front yard maintenance areas) without the prior written approval of the Board. Each Owner shall however, cooperate with the Association to ensure the front yard area is watered in a manner consistent with the landscaping material installed thereon.

Section 20. Grading/Irrigation

No Owner shall permit any act to be performed on his or her Lot which would result in erosion of the Common Area, (including, but not limited to, the front yard easement area within the Lots maintained by the Association), including, but not limited to, changing the grading of his or her Lot or over-irrigating same. If the Owner permits any such act resulting in erosion of or other damage to the Common Area, said Lot Owner will be personally liable to the Association for such damage and a Special Assessment shall be levied against such Lot Owner's Lot to recover all costs and expenses incurred to repair or reconstruct that portion of the Common Area damaged by such Lot Owner.

COMMON AREA RULES

1. All common grass areas within the Association shall not be used for ball games or other athletic play that is destructive to Association property or disruptive to the enjoyment of others.
2. No pedestrian or vehicular traffic of any kind is allowed on planted slopes or other planted areas within the Association, except for maintenance and repair.
3. No one shall dump trees, plants, grass clippings or other debris onto any Association property.
4. No motorized vehicles including, but not limited to, motorbikes, mopeds, or motorcycles shall be permitted on sidewalks or any landscaped areas within the Association.
5. No skating or skateboarding, of any kind, is permitted within the Association.
6. Garage sales shall be limited to community sales twice a year as determined by the Board of Directors.
7. No sports equipment, of any kind, shall be allowed to remain on any common area, or stored in such a way, as to be visible from any common area when not in use.
8. Any vandalism to Association property, including but not limited to, irrigation systems, landscaping, swimming pool areas and equipment, and the main gate will result in a fine and/or prosecution in a court of law.
9. Holiday decorations should be removed by January 31st.

POOL AND SPA RULES

* NO LIFEGUARD ON DUTY

Hours Monday – Sunday 8:00 AM to 10 PM

1. The pool/spa area is for residents and their guests only. Guests must always be accompanied by an adult resident. Please limit your parties to no more than four (4) guests per household to avoid monopolizing the pool/spa area. Individuals must possess a key to obtain access to the pool/spa area. Any person within the enclosed pool/spa area may be required, at any time, to demonstrate that they have rightful access to the facilities. If any party fails to demonstrate, they shall be asked to leave the pool/spa area. Authorities may be notified to remove any person failing to cooperate with this request.

Replacement keys may be obtained at a cost of \$50.00 each, by lot Owners only. Keys may be purchased at the property management office, and must be signed for by the lot Owner on record. Tenants and/or relatives may not sign for replacement keys. Owners may obtain one (1) replacement key per year unless a written request has been made to the Board of Directors and approved by the Board of Directors.

2. Pool/spa area gates shall not be left ajar or propped open for any reason. Gates shall remain closed and locked at all times.
3. Climbing pool/spa enclosure fences or tampering with enclosure gate locks is prohibited.
4. Loud and/or disturbing noise, including radios/tape players played at excessive volume, is prohibited and shall not be tolerated. Use of personal stereos with headphones is preferred.
5. Glass and other breakable materials are not permitted in the pool/spa area.
6. All trash and refuse must be disposed of in the waste receptacles provided.
7. No alcoholic beverages will be brought into or consumed in the pool/spa area.
8. Children under the age of 14 are not permitted in the pool/spa enclosure unless under the direct supervision, at all times, of a resident 18 years old or older.
9. Children under the age of 14 are not permitted in the spa unless accompanied and supervised by an adult.
10. Infants must wear proper swim attire to include swim diapers when in the pool.
11. Running, pushing and other horseplay is prohibited within the pool/ spa area.

12. Diving is prohibited.
13. Absolutely no pets shall be permitted within the pool/spa enclosures at any time.
14. Safety equipment shall be used only in case of emergency.
15. Pool/spa area furniture and equipment shall not be removed from within the enclosures for any reason. Persons who misuse or damage furniture or equipment shall be responsible for the cost of repair or replacement.
16. Proper swimwear attire is required prior to entering the pool. Cut-offs, etc. are not allowed.
17. Suntan oils shall be showered off prior to entering the pool.
18. Appropriate swim-training devices and inflatable pool toys are allowed as long as they do not interfere with the safety and enjoyment of others.

TOT LOT RULES

1. Hours of use are Sunday through Thursday, 7AM - 10PM and Friday and Saturday 7AM - 11PM.
2. Abusing the facilities, or conduct that disrupts the enjoyment or endangers the safety of others, will not be permitted.
3. No animals are permitted within the Tot Lot.
4. Children under the age of ten (10) must be accompanied by an adult.

TRAFFIC RULES

1. The speed limit within the Community shall be 15 MPH.
2. All members, their tenants and guests shall obey all traffic rules and signs within the Association as determined by the Board.
3. No parking in the Fire Lanes at any time.
4. No resident parking in the Guest Parking Areas.

PARKING VIOLATIONS

California Vehicle Code: The County of San Diego, City of Oceanside, and the Association shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections on all private streets contained within the covered property, including but not limited to towing vehicles at owner's expense without warning (California Vehicle Code 22658.2).

ENFORCEMENT PROCEDURE

- A. Violation(s) of the Association's governing documents (CC&R's, Bylaws, Articles of Incorporation, Rules and Regulations) by owners, tenants, or other residents or guests may result in the imposition of enforcement measures including fines, special assessments, and suspension or revocation of membership privileges after due process and as determined by the Board of Directors.
- B. Complaints of violations should be reported in writing and mailed to the management company at:

Avalon Management
3618 Ocean Ranch Blvd
Oceanside, Ca 92056

- C. In accordance with the Association's governing documents, the Board has adopted the following enforcement procedure and list of fines for infractions of the governing documents.
 - 1. If the Board determines a violation has occurred, a *Friendly Reminder Violation Letter* will be sent to the homeowner advising them of the exact violation and the period of time in which to correct it. Written notice of each alleged violation will be mailed to the last known address of the member, as shown on the Association's records, via first class mail.
 - 2. If the violation is not corrected within the stated period of time, a written *Notice of Hearing* will be sent to the homeowner. The alleged violator will be provided an opportunity to appear before the Board, in person or in writing, at a hearing set for the next scheduled board meeting, to dispute the violation or charge for each violation. Written notice shall be sent not less than fifteen (15) days prior to such hearing and shall be sent via first class mail at the last address of the member shown on the Association's records.
 - 3. The alleged violator has the right to contest this charge. In order to avail themselves of their right to contest this charge, they must do the following:
 - a) At the hearing, bring all documentation, witnesses, and any other information or individuals, including counsel if they wish, which may substantiate their case.

- b) Should they fail to appear at the hearing or fail to make alternative arrangements for a more convenient hearing time within ten days of the date of the accompanying letter, a fine may be imposed without a right to appeal.
 - c) If a fine is imposed, the next subsequent homeowner statement will show the fine as an additional charge.
4. If the violation is not corrected prior to the hearing, the Board of Directors may impose enforcement measures as outlined above, including imposition of a fine.

Schedule of Fine Assessments

First Violation		Friendly Reminder Violation Letter
Second Violation	Same Offense	Hearing Notice (\$50 fine possible)
Each Additional Violation	Same Offense	Hearing Notice (\$100 fine possible)

5. If the violation is not corrected within the stated period of time after the first hearing, a second hearing may be conducted, and the Board of Directors may impose additional enforcement measures as outlined above and levy a second fine. For each subsequent violation of the same type, the amount of the fine shall be according to the schedule of fine assessments.
6. During any stage of the violation and enforcement procedure, the Board of Directors may offer to resolve the matter in accordance with Civil Code Section 1354, or otherwise commence legal action if the Board of Directors determines it is in the best interest of the Association to do so. The Association is not required to send a courtesy notice, hold a hearing, or impose a fine prior to initiating legal action when the circumstances require immediate action.

COMMUNITY INFORMATION

EMERGENCY NUMBERS

Police, Fire, Paramedics	911
Oceanside Police Information	760-435-4900
Non-emergency Fire	760-435-4900

POST OFFICE

Post Office	800-275-8777
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UTILITIES COMPANIES

San Diego Gas & Electric (SDG&E)	800-411-7343
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OCEANSIDE CITY NUMBERS

Chamber of Commerce	760-722-1534
City Council	760-435-4500
Mission Branch Library	760-435-5600
Code Enforcement	760-435-3945

SCHOOLS

Oceanside School District	760-966-4000
El Camino High	760-901-8000
Ivey Ranch Elementary	760-966-4800
King Middle School	760-901-8800