

# GRANITE GATE HOMEOWNERS ASSOCIATION RULES, REGULATIONS AND POLICIES

## INTRODUCTION

On behalf of the Board of Directors, welcome to the Granite Gate Homeowners Association. The following information is provided as a condensed version of the Covenants, Conditions, and Restrictions (CC&R\*s) and other rules adopted by the Board of Directors for the community from time to time. We hope this information will be helpful and answer most of your questions.

### I. GENERAL INFORMATION

#### 1. Homeowner Meetings

Board meetings are held at least every six (6) months. Please refer to your monthly newsletter or the website [www.mygranitegate.com](http://www.mygranitegate.com) for the location and confirmation of date and time.

The meeting begins with an open forum for all homeowners, with the remaining time devoted to the business meeting of the Board of Directors. Homeowners are welcome to stay for the entire Board Meeting but they may not participate after homeowner forum is closed.

#### 2. Annual Meeting

The Annual Meeting of the Membership is held in February of each year. The primary purpose of the Annual Meeting is the election of new members to the Board of Directors.

The Association will send out a Request for Candidates before the meeting. If you are interested, please complete the form and return to Keystone Pacific by the date indicated. Notice of the election, proxies and any other pertinent material will be mailed to each homeowner before the election. PLEASE RETURN YOUR PROXY OR ATTEND THE MEETING to assure that the Association meets quorum requirements.

#### 3. Management Company

Your Board of Directors has hired a management company to professionally manage the community by maintaining corporate records, billing/collecting association dues, processing work order requests, transcribing minutes and preparing general correspondence. The Granite Gate Homeowners Association is professionally managed by:

Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
(951) 244-0048

4. **Property Maintenance**

The Association is responsible for the maintenance of the common areas, including landscaping, entry gates, certain private roads, parkways, medians, private irrigation systems, sewers, storm drains, parking areas and any recreational facilities, as applicable. No individual owners shall plant or maintain plants in any common area.

5. **Homeowner Maintenance**

Each Owner shall, at his sole cost and expense, perform the following so as to keep his respective Lot, Dwelling Unit and Exclusive Use Area yard in a neat, clean, safe, sanitary, attractive and orderly condition at all times:

Each Owner shall be responsible for maintaining all portions of the interior, exterior and structural integrity of his Lot and Dwelling Unit. Maintenance responsibilities include, but are not limited to, all maintenance and repair of the roof and exterior of the Unit, replacement of all glass areas, and the repair and replacement of the internal and external telephone wiring, plumbing, cooling and heating systems and related mechanical and electrical equipment which serve the Unit.

**Yard Areas:** Each Owner shall be responsible for installing, maintaining and repairing all portions of the yard of his Unit, including the interior surface of the fence enclosing the yard and the established drainage system. Owner's maintenance obligations shall include performing all necessary landscaping and gardening to properly maintain and periodically replace trees, plants, grass and other vegetation located in the yard, subject to the approval of the Architectural Committee.

**Walls/Fencing:** Each Owner shall maintain any fence or wall constructed on the Lot or Unit along the Lot line or Unit line abutting any Common Area or Public Property (other than the Perimeter Wall/Fence) subject to the approval of the Architectural Committee.

**Pest Control:** Each Owner shall be responsible for adopting an inspection and preventive program for the prevention and eradication of infestation by wood destroying pests or other organisms in his Dwelling Unit.

II. **GENERAL RULES AND USE RESTRICTIONS**

1. **Single Family Dwelling**

Each dwelling shall be used exclusively for single Family residential purposes, subject to the exemption granted Declarant under Article VII of the CC&R's. An owner may rent or lease his Lot to a single Family pursuant to the Leasing Provisions as set forth in the CC&R's

2. **Rental of Unit**

No unit may be rented for a period of less than thirty (30) days. An Owner may rent for residential purposes pursuant to a lease or rental agreement which is (a) in writing and (b) the tenant is provided with a copy of the governing documents and Rules & Regulations and agrees to abide by them. Within seven (7) days after executing a lease agreement for the lease of a Lot, the Lot Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot.

**3. Trash Collection**

Please place your trash and garbage at the curbside in sealed containers no earlier than twelve (12) hours before pick-up. Holiday pick-ups are usually one day later. All trash containers should be removed from the curbside within twelve (12) hours after trash pick-up. Trash cans and other debris must be stored in your garage or private yard, not in view from the common area.

**4. Signs**

For Sale, Lease or Rent signs may be displayed if the sign complies with the following requirements:

- a) The sign is within customary and reasonable dimensions, generally not larger than eighteen inches (18") by thirty inches (30") in size.

An approved Open House sign conforming to the City's requirements may be displayed concurrently with a For Sale sign only while someone is on the premises to conduct the Open House.

Only one security alarm sign shall be displayed to the public view and located only on the Owner's Lot.

The Association may prohibit noncommercial signs and posters that are more than nine (9) square feet in size, and noncommercial flags or banners that are more than fifteen (15) square feet in size.

**5. Antennas/Satellite Dishes**

Ham radio, CB radio, short-wave radio and similar types of receiving antennas, as well as satellite dishes or antenna shall not be erected or maintained anywhere in the Property, without the approval of the Architectural Committee. Direct TV, DBS dishes and similar satellite television antennas less than one meter in diameter (39 inches or less) may be installed; however we ask that owners seek Association approval prior to installation. The Association may require the dish be camouflaged or painted if it is installed in highly visible areas.

**6. Noise**

Be considerate of your neighbors. Please, no excessive noise (whatever the source) or other disturbances. Please refer to your CC&R's, Article VIII, Section 8.3 for specific information related to what is considered a noise nuisance.

**7. Window Coverings**

All the exterior sides of the window coverings must be of neutral or solid colors not found objectionable. In no event shall windows be covered in whole or in part with paper, newspaper, foil, bedsheets or any other materials not specifically intended for such purpose.

## **8. Miscellaneous**

- a. Clothing, rugs, etc. shall not be hung on any portion of your property that is visible outside your property or which may be obtrusive to other residents.
- b. Entries, sidewalks and driveways should be kept clear and clean.
- c. Toys, sports equipment, etc. should be stored inside the owner's residence after use but in no event can they be in a location visible from the common areas after 10 pm.
- d. Driveway aprons must be kept clean of oil, grease and rust.
- e. Basketball backboards are permitted ONLY after receiving written approval from the Architectural Committee.
- f. No outside installation, including but not limited to clotheslines, may be constructed, installed or maintained in any Unit, except as may be installed by or with the prior consent of the Architectural Committee.
- g. Portable basketball hoops are permitted but must comply with the following rules:
  - (a) Portable basketball hoops must be removed nightly from the street and on street sweeping day.
  - (b) Basketball hoops and net must be kept in a like new condition.
  - (c) The structure must be sound with no broken backboard.
  - (d) Basketball hoops must be have a property weighted base to prevent toppling over, if a person hangs from it or in a storm.

## **III. DAYCARE**

All day care centers or facilities operating within the Association shall be required to comply with all of the following requirements and regulations

1. Provide copies of the resident/operator's application for a license and the actual license with the California State Department of Social Services, as required by the California Health and Safety Code, confirming whether the resident/operator represents that any portion of the Association's Common Area will be used in the operation of the day care facility.
2. Identify the maximum number of children (under 18 years of age) will be at the home on a daily basis.
3. Identify how many adults (over 18 years of age) will be supervising the children in the home.
4. Maintain adequate liability insurance and other insurance normally maintained by the day care facility, or as required by the State Department of Social Services and name the Association as an additional insured on any such policies.
5. Indemnify, defend and hold the Association harmless (via written agreement) for any liability arising out of the existence and operation of the day care facility.
6. Provide copies of affidavits which must be signed by the parents of every child at the day care facility stating that the owner and the Association may not provide coverage for losses arising out of, or in connection with, the operation of the day care facility, except if the losses are caused by or result from, an action or omission by the owner or the Association.
7. Abide by and comply with the Association's CC&R's and Rules and Regulations.
8. Supervise and be completely responsible for children when they are on the premises, including that a specified minimum number of responsible adults, as may be reasonably determined by the California State Department of Social Services, will be present to

- supervise the children when using the Common Area facilities.
9. Comply with all local and state laws regulating the licensing and operation of a day care center.
  10. Cooperate with the Association and the Association's insurance agent or carrier respecting proof of insurance, proof of the above-stated agreements, or other such reasonable Request.

If the day care provider cannot or will not provide written proof of licensing, insurance, waivers, or fails to meet any other requirement imposed by the Association in these Rules and Regulations, the Association will hold a hearing and give the day care operator and/or the owner of the residence an opportunity to be heard. Thereafter, the Association may: (a) levy a fine/monetary penalty against the owner of the residence; (b) pursue alternative dispute resolution (ADR) under Civil Code section 1354; (c) file an action in the Riverside Superior Justice.

#### **IV PETS**

Common domesticated household pets are allowed (e.g., dogs, cats, fish, birds in bird cages and any other animal designated by a local ordinance as a permitted household pet within the Project's zoning area) provided they are not kept, bred or raised for commercial purposes or profit and are in compliance of the following:

1. Animals belonging to owners, occupants, tenants or invitees must be either kept within an enclosure or on a leash held by a person capable of controlling the animal.
2. Owners must carry appropriate "clean up" equipment when walking their dog in a common area and must clean up after their pet.
3. For health reasons, owners must regularly clean their yards of any pet waste.
4. The Board at its discretion, may prohibit the maintenance of any animal which constitutes a nuisance to any other owner.

#### **V. PARKING**

The following regulations are for the private streets of the Granite Gate Development and are in accordance with the CC&R's. These provisions are established in part to regulate usage of the common area that, by its design and nature, has limited parking facilities other than the designated parking within garages. They are designed to be fair, equitable and reasonable.

1. The provisions contained within the California Vehicle Code are hereby incorporated within these regulations to the extent they do not conflict with them.
2. The maximum speed limit on private streets within the community is 15 MPH.
3. Authorized vehicles may be parked in any portion of the Property intended for parking of motorized vehicles; provided, however, that no Owner parks his vehicle in a manner that restricts the passage of pedestrians or vehicles over streets or sidewalks within the Property.
4. In accordance with California Vehicle Code section 22658.2, any vehicle parked in a Fire Lane, blocking a homeowner's driveway shall be subject to towing.
5. All residents shall keep their garages available for parking their vehicles for the maximum number of vehicles which it was designed to hold, and shall not store any materials therein nor use the garage as a workshop or for any other purpose if such use prevents

parking their vehicles therein.

6. None of the following shall be kept, parked or maintained anywhere on Association property:

- x recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, etc.)
  - x commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, horse trailers, etc.)
  - x buses or vans designed to accommodate more than ten (10) people,
  - x vehicles having more than two (2) axles,
  - x trailers, inoperable vehicles or parts of vehicles,
  - x aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board,
  - x prohibited vehicles may not be parked, stored or kept on any public or private street within, adjacent to or visible from the Properties except for brief periods (not to exceed four (4) hours, recreational vehicles not to exceed twenty four (24) hours within any seven (7) day period) for loading, unloading, making deliveries or emergency repairs,
  - x prohibited vehicles may only be parked within an Owner's fully enclosed garage with the door closed or within the recreational vehicle parking facility located in the Project on Lot 110, subject to any payment and/or any other requirements and restrictions set forth by the Board.
- h. Vehicles which are rated less than one (1) ton, are not a specifically prohibited vehicle according to the CC&R's, and if they do not display commercial signs will be allowed to park within the Association.
- i. No owner or resident shall conduct repairs or restorations of any vehicle, boat, or trailer, on any Association Property except wholly within the Owner's garage, provided that such activity has not been determined to be a nuisance by the Board or its agent and that the garage door is closed.
- j. Garage doors shall remain closed at all times except for reasonable periods while the garage is in use.
- k. Recreational vehicles may not be stored in view of the common areas of the community longer than 72 hours for loading and unloading purposes only.
- (a) If circumstances dictate, additional time can be requested by contacting Property Management.
  - (b) If the Board or Property Management determine a parked vehicle is obstructing flow or posing an unacceptable pedestrian safety risk, those vehicles are subject to immediate tow.

## **VI. ARCHITECTURAL GUIDELINES**

In order to maintain the architectural character of the community, it is necessary to provide more detailed guidelines than presented in the CC&R's of the Association. The review process is in no way intended to approve architectural requests for structural engineering or in lieu of any required County/City permits or County/City inspections. The intent is to maintain the harmony of the Association.

All changes and/or improvements to the exterior of your property must be reviewed by the Architectural Review Committee. This Committee has the responsibility to review all plans submitted). Please note that some changes may require a building permit and the Board of Directors approval is only a prerequisite to obtaining a building permit. The Board, at its discretion, has chosen to hire a consulting landscape architect to review homeowner plans; cost for review of plans by the consulting architect is \$100 for up to two (2) reviews of the plans. Any additional reviews necessary will require an additional \$50 fee. **Please fully read and understand the attached information entitled "Architectural Application".**

**VII. ENFORCEMENT**

The Board has the power to establish a system of fines and penalties enforceable as a Reimbursement Assessment. The Association Rules do not discriminate among Owners but are applied equitably and constantly with the Declaration.

If a resident observes an infraction of the rules, the resident may either point out the infraction to the person involved, or may inform the Board of Directors, in writing, of the facts. No such written notification shall be considered unless the person writing identifies himself and signs the letter. Infractions involving dog barking require signatures from two separate residences prior to enforcement being taken. Please mail the correspondence to the management company.

Violations of the CC&R's and Rules & Regulations will be enforced as follows:

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| <b>FIRST OFFENSE</b>  | The homeowner is issued a courtesy Community Reminder Notice or Violation Notice and compliance requested within thirty (30) days.   |
| <b>SECOND OFFENSE</b> | The homeowner is issued a 2nd Notice of Violation and compliance is requested within fourteen (14) days.   |
| <b>THIRD OFFENSE</b>  | The homeowner is issued a Hearing Notice and requested to attend a Hearing before the Board of Directors to discuss the violation.   |
| <b>HEARING</b>        | The homeowner attends to discuss the situation and possible solutions. If the situation continues, a monetary fine may be assessed to the homeowner's account. Such a fine may be levied after a scheduled hearing with the Board of Directors and shall be in an amount as determined by the Board. |

**VIII. FINE SCHEDULE:**

Failure to comply with the CC&R's or Rules & Regulations	\$25.00 - First Offense
Failure to comply with the CC&R's or Rules & Regulations	\$100.00 - Second Offense and Continuing
Malicious Damage to Association Property	\$100.00 plus repair costs

These fines are subject to adjustment by the Board of Directors at the time of Hearing or at the Board's discretion for extenuating circumstances. Fines shall be in addition to an assessment equal to any applicable cost of repair. Violations continuing for more than sixty (60) days will increase by \$100 each month.

ADOPTED BY THE GRANITE GATE HOMEOWNERS ASSOCIATION BOARD OF  
DIRECTORS  
**August 2019**