



*Greer Ranch
Community Association*

Rules and Regulations

Adopted June 15, 2010

Welcome to Greer Ranch!

The Greer Ranch Community Association (the “Association”) has been created for the maintenance and beautification of our community. Its assignments include care of the common area roads and landscaping, maintenance of greenbelts and trails, maintenance of our clubhouse and operation of our gate entrance and facilities. The Association exists to serve the best interest of its property owners and to be responsive to the needs and interests of the community. The goal of the Association is to provide excellence in community service, leadership and governance.

Like all successful communities, Greer Ranch depends upon its residents to be good neighbors. Association living requires the full cooperation of all of its residents. The rules set forth in this document contain necessary standards and restrictions concerning the use of residential property and common areas. It also sets forth the responsibilities and the authority of the Association.

These community guidelines have been adopted to address some of the practical concerns of Association living. Observation of these community rules will help protect and uphold the mutual best interests of our neighbors and ourselves by ensuring we continue to enjoy a quality living environment in Greer Ranch.

Please help make Greer Ranch a safe, clean, and happy place to live and raise our children.

Website:

Greer Ranch maintains a website at: www.MyGreerRanch.com

You can find meeting dates, club information, up to date revisions of these Rules and Regulations, homeowner forms, Design Review Guidelines with Home Improvement Application, Bylaws, Covenants, Conditions & Restrictions (CC&R’s), and important contact information. Utilize the online request form to submit comments, complaints and common area maintenance requests on the website under Contact Information.

We encourage you to visit the website often to stay up to date on community events and activities along with City of Murrieta links to schools, city activities and event calendar.

Greer Ranch Community Association
Rules and Regulations

Table of Contents

I.	General Homeowner Information	5
A.	Compliance with Master Documents.	5
B.	Management Company.	5
C.	Payment of Homeowner’s Dues.	5
D.	Use Restrictions.	5
II.	Conduct of Residents.	6
A.	Quiet Enjoyment.	6
B.	Animal Guidelines	6
C.	Conduct Toward Security	6
D.	Conduct Toward Other Residents.	6
E.	Conduct Affecting the Association.	7
III.	Maintenance of Property.	7
A.	Trash and Debris.	7
B.	Lot Improvement.	8
C.	Unightly Items.	8
D.	Landscape Maintenance.	8
E.	Garages.	9
F.	Portable Sports Equipment	9
G.	Garage Sales	9
IV.	Vehicle Regulations	9
A.	Vehicle Entry for Residents	9
B.	Traffic Regulations	9
C.	Traffic Violations.	10
D.	Parking Regulations	10
E.	Fines for Parking Violations	11
F.	Towing Policy	12
V.	Regulations for Non-Homeowners	12
A.	Tenants	12
B.	Entry for Guests and Vendors.	12
VI.	Signs.	13

Greer Ranch Community Association
Rules and Regulations

Table of Contents

VIII.	Conduct in Recreation Areas.	13
A.	General Recreation Rules.	13
B.	Use of Clubhouse.	13
C.	Swimming Pool Facilities.	14
VIII.	Enforcement Procedures.	15
A.	Violation Notices.	15
B.	Enforcement Hearings	16
C.	Assessment of Fines.	16
D.	Payment of Fines After Hearing.	18
E.	Continuing Violations	18
IX.	Access Control	19
A.	Gate Access Control Procedures	19
B.	Gate Access Control with Decals	19
C.	Manned Gate Access	19
a.	Resident Access & Computer Profile	19
b.	Visitor Access Requirements	20
c.	Contractor and Vendor Access	21
d.	Process Servers Access	22
e.	Government Agencies and Service Companies	22
f.	Emergency Vehicles	22
g.	Real Estate Agents and Open Houses	22
	Addendum A	24
	Management Company Information	
	Addendum B	
	Homeowner Request/Violation Report Form	25

General Homeowner Information

A. Compliance with Master Documents

1. The rules and regulations set forth in this document are not all inclusive. Homeowners must abide by all terms and conditions set forth in the Governing Documents, which includes; the Association's Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Greer Ranch ("CC&Rs"), the Bylaws, the Design Review Guidelines, and these Rules and Regulations ("The Rules") set forth herein.
2. "Homeowners" is defined as those persons who hold record title to real property located in Greer Ranch, whether or not that person resides within the community.
3. All Homeowners, and any persons who reside in real property located within Greer Ranch, including tenants or household members, are collectively referred to as "Residents".
4. All persons entering Association property as a guest of a Resident are collectively referred to herein as "Guests".
5. The homeowner is, at all times, responsible for ensuring all Residents and Guests abide by all Governing Documents of the Association.
6. Violations of The Rules committed by Residents or Guests will be assessed against the Homeowner.

B. Management Company

1. Greer Ranch Community Association ("Association") employs a professional management company ("Management") to advise and assist the Association in carrying out its duties.
2. Management receives and processes homeowner and resident requests with respect to the maintenance of Association common areas.
3. Management assists with enforcement of the terms of the Governing Documents, and receipt and investigation of Resident complaints.
4. Management is authorized to assess and collect fees on behalf of the Association.
5. The Association will, at all times, keep the Homeowner informed of the name, address, telephone number and location of any management company currently under contract with the Association (set forth in Addendum "A").

C. Payment of Homeowners' Dues

1. All Homeowner dues and assessments are due on the first (1st) day of each month.
2. Annual coupon books are mailed to Homeowners as a courtesy only. Failure to receive a coupon book does not excuse the Homeowners' obligation to pay the monthly assessment.
3. All monthly assessments which are not received by the Association by the fifteenth (15th) day of the month are delinquent.
4. Delinquent Homeowner accounts shall be collected in accordance with the Assessment Collection policy.

D. Use Restrictions

1. All dwellings within the Association shall be used as a private residence for single family purposes and for no other purpose.

2. Except for a home office of the sort permitted by Article VIII, Section 10 of the CC&Rs, no Lot may be used in any way, either directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes.

II. Conduct Of Residents

A. Quiet Enjoyment

1. No noxious or offensive activities or nuisances shall be permitted to exist upon or emanate from any portion of Association property or any portion of a private Lot within the community so as to be unreasonably offensive or detrimental to other Lots or common area.
2. No Resident shall permit or allow any activity which will unreasonably interfere with the right of quiet enjoyment of other Residents within the Association.

B. Animal Guidelines

1. Resident may keep common, domesticated animals within his or her respective Lot.
2. Animals may not be kept, bred or maintained for any commercial purposes.
3. It is the duty of each Resident to clean up after his/her animals and to ensure that all Guests do the same.
4. Animals belonging to Residents or Guests shall be kept within the property or in an enclosed yard.
5. Any animals on Association property shall be appropriately restrained or carried by a person capable of controlling the animal.
6. Conduct (including excessive, unreasonable barking) by animals that unreasonably interferes with the right of quiet enjoyment of other Residents is not permitted.
7. Residents and Guests shall clean up any excrement or other unclean conditions created by their pets anywhere within the community.
8. Animals may not be kept in violation of any applicable local ordinances or codes.
9. The Association shall have the right to prohibit the maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any Resident.

C. Conduct Toward Patrol or Association Representatives

1. Threatening or abusive language or behavior toward or the physical assault of Association patrol staff, Management or Committee or Board members is prohibited. Such behavior shall subject the Residents and Guests to suspensions and the Homeowner to fines or other disciplinary action.
2. A Resident or Guest who is in a common area shall follow the instructions of Association patrol staff or Management when that official is attempting to enforce the Association's rules and regulations.
3. All Guests must show identification and proof of permission to enter Association property upon request by Association patrol staff.
4. All Residents must reveal his or her identity and residence address to Association patrol staff or Management upon request in connection with an investigation into whether there has been a violation of the Governing Documents.

D. Conduct Toward Other Residents

1. No persons shall engage in any behavior while on Association property which is unreasonably disruptive toward others or which may unreasonably endanger the safety of themselves or others.
2. No persons shall engage in any behavior while on Association property which may reasonably be foreseen to cause damage to the property of the Association or other Residents.
3. All skateboarders, rollerbladers, skaters, scooter riders, mini-motorcycles and bicyclists shall obey all traffic rules and signs, and shall yield to pedestrians.
4. Persons operating the above items within the Association do so at their own risk and shall conduct themselves in a manner which is not reckless or unreasonably disruptive to others, nor which infringes upon the space of, nor endangers the safety of, themselves or others.
5. All persons on Association property shall not vandalize or intentionally destroy real or personal property of others, whether owned by the Association, another Resident or a Guest.

E. Conduct Affecting the Association

1. No Homeowner shall allow any activity to be performed which will increase the rate of insurance or which will cause any fine or penalty to be imposed against the Association by any public agency.
2. Each Homeowner shall be liable to the Association for any and all costs and expenses which may be incurred by the Association to repair any damage to the common areas caused by the conduct of their Residents or Guests. Any such damage may be levied by the Association as a damage reimbursement assessment against the Homeowner in accordance with the provisions of the master declaration.
3. No exterior fires are permitted within Association property, except barbecue fires contained within approved receptacles thereof, approved outdoor fire pits or fireplaces specifically designed for that purpose, all of which are subject to applicable local ordinances and fire regulations.
4. No hazardous waste, substances or materials (as defined by state, federal or local law, ordinance or regulation) shall be stored or permitted upon any portion of the project except in compliance with all applicable laws, ordinances and regulations of all applicable public agencies.

III. Maintenance of Property

A. Trash and Debris

1. No rubbish or debris of any kind may be placed or permitted to accumulate anywhere within the property if within view of any public or private street or within view of any other Lot or if it poses a health risk to other Residents.
2. At all times refuse, garbage and trash must be kept covered. Sanitary containers designed for such purposes must be located within enclosed areas or areas screened from the view of any other Lot, common area or Association streets.
3. Trash containers may only be exposed to public view within twelve (12) hours before or after a scheduled trash collection.
4. Littering on Association property or open space is not permitted.
5. Each Resident shall maintain his or her respective Lot in accordance with the provisions of the Governing Documents, so as not to violate any applicable

ordinances and regulations of any public agencies having jurisdiction over the Association and its Members.

B. Lot Improvement

1. No permanent improvements shall be made to any Lot without advance written approval of the Design Review Committee.
2. Landscaping of sideyards and backyards must be completed within one year of the close of escrow of the sale of a lot from the developer to the homeowner, and backyard plans must be approved by the Design Review Committee before the commencement of work.
3. Owners of resale homes with no, or uncompleted rear yard improvements, are required to submit a Home Improvement Form with a \$150.00 fee within forty-five (45) days from close of escrow. Installation of improvements must be completed within one hundred twenty (120) days from Design Review Committee.
4. The Homeowner shall maintain the Lot, home exterior and the improvements thereon (including landscaping) in a neat, clean, safe, sanitary, healthy and attractive condition.

C. Unsightly Items

1. No items of any kind may be stored in the front area of a Homeowner's Lot such that it is visible from any common area, any other Lot, or Association street.
2. All surfaces shall be painted as needed to eliminate or prevent unsightly cracking, chipping or oxidation.
3. Holiday lights may be installed on an owner's residence or Lot no earlier than 40 days prior to the holiday and must be removed no later than 20 days after the holiday.

D. Landscape Maintenance

1. All lawn areas that are visible from a street shall be evenly cut, evenly edged, and free of bare or brown spots.
2. There shall be no dead landscaping of any type on a Homeowner's Lot which is visible from any Association street or common area.
3. All landscaped areas shall be free of weeds and debris.
4. All trees and shrubs shall be trimmed so they do not impede pedestrian traffic along the sidewalk. Trees shall be pruned so they do not contact any structure on an adjoining Lot, and shall be maintained so they do not have droppings, or create other nuisances to any adjoining Lot or Association common areas.
5. All trees shall be root-pruned to eliminate exposed surface roots which may damage any residence, Association common areas or other improvement.
6. Resale homes with previously installed improvements that contain overgrown, dying, or dead plant material must improve and replace existing plant material within ninety (90) days from close of escrow. Once work is completed, a Notice of Completion form must be submitted to the Management Company.
7. Residents and Guests are prohibited from destroying, removing, or altering the landscaping of the common areas and on portions of private lots for which the Association holds a maintenance easement without the written approval of the Association's Board of Directors.
8. The use of artificial turf is prohibited unless approved by the Design Review Committee.

E. Garages

1. Storage of items in a garage shall not be visible to other residents within the community. Proper window treatments may be installed and must be in white, off-white or neutral colors.
2. No personal property may be stored or placed in a driveway in a manner which impedes the ingress or egress of the garage area.
3. Garages shall be readily available for parking of permitted vehicles and shall not be used for storage, as a workshop or other use if such storage or use would prevent the parking of the number of vehicles for which the garage was originally designed and constructed.

F. Portable Sports Equipment

1. Portable basketball hoops, soccer nets, baseball nets, tether ball, skateboard ramps/rails and any other portable sports equipment are allowed in view from the common areas only while in use.
2. When not in use, basketball hoops, soccer nets, baseball nets, tether ball, skateboard ramps/rails, and any other portable sports equipment shall be maintained in a location behind a side yard wall or gate so as not to be visible from the common area.
3. All portable sports equipment may not be placed on Association's common area.
4. Permanent installation of rear yard basketball standards may be installed only where the Homeowner has applied for and obtained the prior written approval of the Design Review Committee.

G. Garage Sales

1. Garage sales are prohibited within the Association.

IV. Vehicle Regulations

A. Vehicle Entry For Residents

1. Only electronic entry devices supplied by the Association may be used for automatic entry into Greer Ranch.
2. Any electronic entry device enabling a Resident to operate the gates for entrance and exit are the property of the Association.
3. The Association shall collect a fee of \$75.00 per device before distributing any electronic entry device to a Resident.
4. There shall be a \$35.00 fee for the reprogramming of any entry device.

B. Traffic Regulations

1. The use of Association roadways is limited to Association authorized vehicles and any gasoline or electric vehicles which are licensed for operation on public roads and are driven by a licensed driver.
2. All vehicles driven within Association property must adhere to all speed limits, driving regulations, and street signs.
3. Except as otherwise posted, the speed limit on Association roadways is twenty-five (25) miles per hour.

4. The speed limit in common area parking lots is five (5) miles per hour.
5. Pedestrians and bicycles have the right of way at all times within the Association.
6. At no time shall a vehicle intentionally collide with a gate, gate entrance facility or other Association property.
7. Vehicles shall stop for all school buses when the school bus lights are flashing.
8. A designated agent of the Association shall enforce all provisions of the applicable California Vehicle Code sections, local ordinances and community rules within the Association property.
9. Any vehicles in violation of these rules or laws are subject to fines at the homeowner's expense.

C. Traffic Violations: Traffic violations shall be subject to fines as set forth in the fee schedule below:

1. Class A Violations: Speeding up to 10 miles over the speed limit, vehicle driven by an unlicensed driver, or failing to obey the gate guard upon entry or exit of a vehicle.
 - a. First Class A offense: warning notice.
 - b. Second Class A offense within six (6) months of first violation: \$50.00 fine.
 - c. Third Class A offense within six (6) months of first violation: \$75.00 fine.
 - d. All subsequent Class A offense within six (6) months of first violation: \$100.00 fine.
2. Class B Violations: Speeding between 11 and 20 miles over the speed limit, failure to yield to pedestrians or bicycles, failure to stop at a stop sign, or vehicle entry on Association property without permission.
 - a. First Class B offense: warning notice.
 - b. Second Class B offense within six (6) months of first violation: \$75.00 fine.
 - c. Third Class B offense within six (6) months of first violation: \$100.00 fine.
 - d. All subsequent Class B offenses within six (6) months of first violation: \$125.00 fine.
3. Class C Violations: Driving more than twenty (20) miles an hour over the speed limit, reckless or unsafe driving, failure to stop for a school bus when lights are flashing or intentionally colliding with gates or gate entrance facilities.
 - a. First Class C offense: A \$100 fine shall be assessed.
 - b. Second Class C offense of the same nature within six (6) months of first violation: \$200.00 fine.
 - c. Third Class C offense of the same nature within six (6) months of first violation: \$300.00 fine.
 - d. All subsequent Class C offenses of the same nature within six (6) months of first violation: \$600.00 fine.

D. Parking Regulations

1. All vehicles within Association property must adhere to all parking regulations.
2. Homeowners are financially responsible for any fines issued to Residents or Guests.
3. Conventional Passenger Vehicles shall be defined as station wagons, sport-utility vehicles, family sedans, cars, street-legal motorcycles, mopeds, vans, and pick-up

trucks up to and including a one (1) ton payload capacity when used for everyday transportation.

4. Recreational Vehicles are trailers, boats, campers, trailer coaches, busses, motor homes taller than seven (7) feet or longer than one hundred twenty-four (124) inches in wheel length, all terrain vehicles, dirt bikes, jet skis, and dune buggies.
5. Commercial or recreational vehicles must be stored wholly within a Homeowner's garage and in no event may parked or stored within any portion of the Community.
6. Commercial vehicle shall mean any vehicle with equipment affixed thereto or loaded thereon, or any vehicle with commercial signage attached or imprinted.
7. Except for emergency safety vehicles responding to a call, no vehicle of any kind may block any portion of a sidewalk or walking path for any reason.
8. Recreational vehicles may be issued a guest pass for a period not to exceed forty-eight (48) hours.
9. Commercial vehicles may be issued a guest pass for a period not to exceed twelve (12) hours on a periodic basis where needed as a result of work being performed on the Homeowner's Lot.
10. No overnight parking (between the hours of 2:00 a.m. and 5:00 a.m.) is permitted on Association streets unless all vehicles are first stored within Homeowner's Lot, except that one available space, either in the garage or in the driveway, may remain free at all times.
11. Parking within the community is limited and Residents shall be considerate of others when using the streets for parking.
12. No vehicle may be stored or parked on any portion of Homeowner's Lot which is not designed for parking purposes, including, but not limited to, the front yard, side lot or alleyway.
13. No vehicle shall be used as a residence anywhere within the Association, either temporarily or permanently.
14. No vehicle may be parked in such a manner as to block another Homeowner's driveway.
15. All vehicle covers must be fitted for vehicle and free of rips.
16. No one may dismantle, paint, or perform major repairs on a vehicle within the Association unless performed out of the sight and sound from all neighboring Lots, common areas, and Association streets.
17. Owners may perform emergency repairs on vehicles within the Association only as necessary to move the vehicle.
18. No inoperable or disabled vehicle shall be stored within the Association or on Homeowner's Lot unless the vehicle is wholly contained within the garage. "Inoperable" vehicles include those which are not licensed or registered.
19. Violation of these Parking Regulations shall subject the Homeowner to fines and the vehicle to towing pursuant to the Governing Documents.

E. Fines for Parking Violations

1. First offense: warning notice only
2. Second offense within six (6) months of first offense: \$25.00 fine.
3. Third offense within six (6) months of first offense: \$50.00 fine.
4. Subsequent offense within six (6) months of first offense: \$75.00 fine.
5. Any parking violations which occur more than six months after the first offense shall be considered a new first offense and the parking violation fine schedule shall begin anew.

F. Towing Policy

1. Vehicles parked in violation of the Rules shall be towed at the vehicle owner's expense, in accordance with California Vehicle Code Section 22658.
2. The following parking violations are examples of situations where a vehicle can be towed from the common area (this list is not exhaustive as any violation of the common area parking rules can result in a vehicle being towed):
 - a. Any vehicle parked within fifteen (15) feet of a fire hydrant.
 - b. Vehicles parked in a no parking area.
 - c. Vehicles parked in a fire lane.
 - d. Vehicles parked in front of a common area mailbox.
 - e. Vehicles parked on Association property without a valid vehicle decal or guest pass.
 - f. Vehicles parked at the clubhouse after 11:00 p.m. and before 6:00 a.m. without prior permission from Association's patrol company.
 - g. Vehicles displaying a resident vehicle decal previously reported as lost or stolen, or a vehicle decal assigned to another vehicle.
 - h. Vehicles displaying an expired guest pass or a guest pass issued to another vehicle.
 - i. Vehicle blocking, or parked in, another resident's driveway.
3. Curing of Parking Violations.

If a parking violation is not cured within twenty-four (24) hours, that vehicle may be cited for a second offense. If the violation is not cured within twenty-four (24) hours of the second offense, that vehicle may be cited with a Notice of Hearing on third offense or Notice of Tow to be removed at ninety-six (96) hours enforcing Vehicle Codes 22853 & 22658.

V. Regulations for Non-Homeowners

A. Tenants

1. Owners, or their Agents, must submit to Management a completed and fully executed copy of all lease or rental agreements before access will be granted to a Tenant.
2. All Homeowners who lease their property must provide the Association with a signed receipt confirming the Tenant has received a copy of, and promises to abide by Association's Rules and Regulations.
3. Homeowner is, at all times, responsible for the conduct of his or her Tenants, and shall ensure each Tenant's compliance with all of the Rules and Regulations of Greer Ranch.
4. Homeowners who rent out their property assign all Association privileges to the Tenant.

B. Entry for Guests and Vendors

1. The Association reserves the right to deny access to any Guest or vendor for appropriate circumstances.
2. The Association may deny access to any Guest whom fails or refuses to comply with the vehicle access Rules and Regulations.

3. Abuse of entry privileges or violation of the Association's Rules and Regulations by a Guest or vendor may result in a fine to Homeowner.
4. Guests and vendors are only authorized to travel directly to and from the authorizing residence upon entry.
5. Guests and vendors must disclose, upon request by patrol staff, the first and last name of the resident he or she is visiting.

VI. Signs

1. Except as set forth herein, no sign, billboard or other advertising device shall be displayed to the public in any portion of the community.
2. Resident may post signs to announce the existence of an electronic security system on Lot.
3. It is prohibited to place real estate for sale, for lease or open house signs anywhere on Association common areas or entrance gates.
4. One (1) sign of reasonable and customary dimensions permitted to advertise the residence for sale or lease.
5. Realtors advertising property for sale may distribute fliers in the designated area of the clubhouse.
6. Non commercial signs and banners are permitted on a Homeowner's Lot as allowed by Civil Code Section 1353.6.
7. Signs not conforming to these standards shall be removed and discarded.

VII. Conduct in Recreation Areas

A. General Recreation Rules:

1. The Association assumes no responsibility for any accident or injury, or the loss or damage of any property, in connection with the use of the recreation areas.
2. Use of the pool area is at your own risk.
3. Non-duplicating, time-zone restricted key fobs or other similar devices are available to gain entry to all gated association facilities. These devices are the property of the Association. These devices shall be issued to a homeowner upon payment of a \$75.00 refundable deposit for each fob.
4. Prior to the sale of a residence, Homeowners are required to return all devices to Management. Each device which is not returned will result in the forfeiting of Homeowner's deposit at the close of escrow.
5. Homeowners are subject to disciplinary actions for any Residents or Guests who fail to abide by the recreation area rules.
6. Persons under the influence of drugs or alcohol are not permitted in the recreation areas.
7. Except as otherwise expressly provided in this document, alcohol is prohibited in any recreation area.
8. All bicycles parked within a recreation area must be parked in the bicycle area only.
9. Skateboarding, rollerblading, skating, mini-motorcycles or scooter riding is prohibited within the clubhouse or recreational facilities.

B. Use of Clubhouse

1. No furnishings or Association property of any kind may be moved or removed from the facility.

2. Beverages must be in unbreakable containers; glassware is prohibited.
3. Wet attire, including swimwear, is not allowed in the clubhouse.
4. All guests must wear footwear.
5. Parking at the clubhouse is reserved for Residents and private parties using the clubhouse facilities.
6. Pets prohibited in the clubhouse.
7. The clubhouse may be used for residents in good standing with the Association. Reservations can be made by contacting Management.
8. The maximum number of guests allowed for a clubhouse reservation is thirty-five (35) guests.
9. Reservations of the clubhouse requires Resident to execute Clubhouse Use Agreement and the participants shall abide by all clubhouse rules.
10. Rental fee of \$75.00 with a refundable security deposit of \$225.00 with proof of liability insurance.
11. The host is responsible for cleaning up all debris after use of the clubhouse.
12. Costs to remedy any damage to the clubhouse after rental of the facilities will be deducted from the deposit. Damages in excess of the deposit shall be charged as a special assessment to the responsible Homeowner.
13. Smoking and alcohol are prohibited in the clubhouse.
14. All persons using the clubhouse facilities shall avoid disturbing the residents in neighboring houses, as well as guests of other recreation facilities.
15. Failure to abide by clubhouse rules will result in revocation of clubhouse facilities for a period not to exceed thirty (30) days.
16. The Association may revoke clubhouse privileges from any Homeowner who is delinquent on dues, assessments or fines.

C. Swimming Pool Facilities

1. Pool Hours (*may be amended by posting at the onsite office*):
 - a. Sunday through Thursday: 6:00am to 10:00pm
 - b. Friday and Saturdays: 6:00am to 10:00pm
2. All persons using the pool and spa do so at their own risk. The Association assumes no responsibility for any accidents or injury in connection with such a use or any loss or damage to person or property.
3. No lifeguard is on duty.
4. The pool area gate must remain closed at all times.
5. Entry to the pool area must be obtained by use of a key. Climbing over fences is prohibited.
6. Allowing other persons entry into the pool area is prohibited.
7. Any Resident not abiding by the pool or spa rules may have their pool privileges revoked for a period not to exceed thirty (30) days.
8. The pool is limited to use by Greer Ranch residents and their guests, defined as those residents who are permanently living within the community and in good standing with the Association.
9. Persons under the age of fourteen (14) years must have adult supervision of someone who is age eighteen (18) years or older.
10. There must be one (1) resident present for every four (4) guests.
11. Glass beverages are prohibited in the pool area.
12. Alcohol is prohibited in the pool area.

13. Proper swimming attire is required in the pool and spa.
14. Pets are prohibited in the pool area.
15. Association furniture shall not be removed from the pool area.
16. Vandalism or destruction of Association property is prohibited in the pool area.
17. Only Residents and guests may use the pool facilities.
18. All pool users must show their pool key upon request by patrol officer or Management.
19. Homeowners are responsible for any damage caused by their Residents and Guests.
20. No diving is permitted in the pool.
21. Pool users shall keep the noise level low enough in the pool area so as not to create a nuisance for the surrounding Residents.
22. Persons with colds, coughs, infected eyes, skin eruptions, open wounds or sores, or any contagious diseases shall not be permitted in the swimming pool or spa.
23. All swimmers must shower before entering the pool or spa.
24. Shoulder length or longer hair shall be tied back to avoid clogging pool filters.
25. Infants and toddlers that are not yet potty trained are required to wear pull on swim diapers at all times while in the pool area. Disposable diapers are not allowed.
26. No bicycles, skateboards, scooters, skates or rollerblades are permitted within the pool area.
27. No running, pushing or horseplay is allowed.
28. No cigarette smoking is allowed in the pool area.
29. No substance may be added by a resident to the pool or spa water.
30. Small items for assistance in swimming are permitted so long as they are permitted for pool use, are unbreakable and are large enough not to get caught in the pool's filtration system.
31. Large floating recliners are not permitted in the pool.
32. No items are permitted in the pool or spa, which are not specifically designed for use in a swimming pool.
33. Use of the spa is at your own risk. Persons subject to heart trouble, high blood pressure, fainting, pregnancy, or any other ailment aggravated by heat should avoid use of the spa.
34. Tampering with the pool or spa is prohibited, including adjustment of the controls or temperature gauges.
35. Pool safety equipment is restricted to use during an emergency.
36. All personal belongings must be removed from the pool area after use.

VIII. Enforcement Procedures

A. Violation Notices

1. Management or patrol prior to a notice being processed must verify violations, unless two or more residents in good standing with the Association submit a written complaint (*see addendum B*).
2. General Violations shall generally be handled as follows (the Board reserves the right to deviate from this procedure for special or particularly egregious situations):
 - a. First Notice: The first notice shall describe the general nature of the violation, the steps required by Homeowner to comply, and the date by which the violation must be corrected (*if applicable*). If a fine is associated with the first violation, a Notice of Hearing shall be issued, stating the date,

- time and location of any hearing, along with the potential amount of fine which may be imposed.
- b. Second Notice: After issuance of the first notice, the management company will verify whether the violation has been corrected (*if applicable*) by the completion date set forth on the notice. If the violation is not corrected by the date set forth in the first notice, a second notice of violation shall be issued. The second notice will restate the nature of the violation, the corrective action required by Homeowner, and the date by which the violation must be corrected. If a Notice of Hearing was not already issued with the first notice, a Notice of Hearing shall be included with the second notice.
 - c. All Notice of Hearings must be delivered personally to the Homeowner or mailed by first class mail, to the Homeowner at the Homeowner's last known address listed with Management at least fifteen (15) days before the proposed hearing date on the alleged violation.
 - d. The Notice of Hearing shall contain an explanation of the violation, a reference to the Governing Documents which the Homeowner has allegedly violated, and the date, time and place of said hearing, The notice shall also include the fines to be assessed at the hearing, the amount of additional fines which will be assessed for any continuing violation or repetition of the violation, and a notification that membership privileges may be suspended after the hearing.

B. Enforcement Hearings

1. The Association will hold a hearing on the date, time and place set forth in the Notice of Hearing. The hearing will be held regardless of whether Homeowner attends the hearing.
2. Any determination by the Association is binding notwithstanding absence of the Homeowner.
3. The Association shall notify all Homeowners of its decision in writing not less than five (5) days after the hearing. The Notice of Decision shall include a written explanation of its decision, and the imposition of any discipline, including any fines assessed to the Homeowner, or other action taken by the Association.
4. After providing the Homeowner with notice and opportunity to be heard, the Association may impose a monetary fine, suspend recreational privileges, suspend voting rights, deactivate of electronic entry devices for common area recreational amenities, or impose a compliance assessment against the Homeowner. Any or all of the actions may be taken against Homeowner who is found to be in violation of the governing documents.
5. Suspension of privileges shall not exceed thirty (30) days for a violation which has been corrected and is not ongoing.
6. For ongoing violations, suspension of privileges may continue until the violation is corrected.

C. Assessment of Fines

1. Violation of any of the rules and regulations contained in the document may result in a fine to Homeowner.

2. If an alleged violation has occurred, depending upon the nature of the violation, either a citation will be issued or a notice of violation will be mailed to Homeowner by Management.
3. Homeowner will be mailed all notices of violation at Homeowner's last known address. Each notice shall state the nature of the offense, the action required (if any), and the date by which any corrective action must be completed.
4. A fee schedule for each violation is set forth herein below:
 - a. Class A Violations: All violations are expressly defined as a class B, C or D violations.
 - i. First Class A offense: A warning notice will be sent. Correction of the violation must occur within fourteen (14) days of the notice.
 - ii. Second Class A offense of the same nature within six (6) months of first violation: \$50.00 fine, plus violation must be corrected within fourteen (14) days.
 - iii. Third Class A offense of the same nature within six (6) months of first violation: \$100.00 fine, plus violation must be corrected within fourteen (14) days.
 - iv. All subsequent Class A offense of the same nature within six (6) months of first violation: \$200.00 fine, plus violation must be corrected within fourteen (14) days.
 - b. Class B Violations: Any conduct affecting the Association, including violation of swimming pool or clubhouse rules, failure to complete backyard landscaping as provided by the Governing Documents, damage to Association property, use of residence for commercial purposes, permanent improvements made to property without prior permission from Design Review Committee, violation of animal and pet provisions.
 - i. First Class B offense: A warning notice will be sent. Correction of the violation must occur within fourteen (14) days of the notice or shall be considered a second offense.
 - ii. Second Class B offense of the same nature within six (6) months of first violation: \$100.00 fine, plus violation must be corrected within fourteen (14) days.
 - iii. Third Class B offense of the same nature within six (6) months of first violation: \$200.00 fine plus violation must be corrected within fourteen (14) days.
 - iv. All subsequent Class B offenses of the same nature within six (6) months of first violation: \$300.00 fine plus violation must be corrected within fourteen (14) days.
 - c. Class C Violations: Physically assaulting, abusive behavior toward or threatening of patrol officer, Management, or other Association staff or official; vandalism; or intentional destruction of Association property.
 - i. First Class C offense: A \$100.00 fine shall be assessed.
 - ii. Second Class C offense of the same nature within six (6) months of first violation: \$200.00 fine.
 - iii. Third Class C offense of the same nature within six (6) months of first violation: \$300.00 fine.

- iv. All subsequent Class C offenses of the same nature within six (6) months of first violation: \$600.00 fine.
- d. Class D Violations: Yards which are devoid of all living grass in designated lawn areas and are visible from a street or common area; failure to keep weeds trimmed below six inches (6”) in height.
 - i. First offense: A warning notice will be issued, which must be corrected within fourteen (14) days.
 - ii. Fifty dollars (\$50.00) per day for each day after expiration of the warning notice.
- e. Traffic Violations: Subject to fines set forth above.

D. Payment of Fines After Hearing

1. Should the Notice of Decision result in violation fine; Homeowner has thirty (30) days from the date of the Notice of Decision letter to make payment of the fine assessed at hearing.
2. Subsequent fines will be assessed to Homeowner’s account should compliance of violation not be met.

E. Continuing Violations

1. Within fourteen (14) days of the Notice of Decision, the Association shall verify whether the violation has been corrected.
2. Except for Class D violations, if the violation has been corrected, no further fines or penalties will be imposed, and all privileges shall be reinstated.
3. Penalties for Class D violations will continue to accrue until the day of correction even if the violation is corrected within fourteen (14) days from the Notice of Decision.
4. If the violation has not been corrected, monetary fines and penalties will continue to accrue pursuant to Notice of Decision issued by the Association.
5. If the violation is corrected and does not reoccur within six (6) months of the original violation, it will be deemed a new violation.
6. If a violation is corrected and recurs within six (6) months of the original violation, it will be deemed a repeat violation.
7. If at any point the Association determines to file a legal action to enforce the Governing Documents, the prevailing party shall be entitled to reasonable attorney fees and court costs.
8. If a violation is not cured within the allotted timeframe, the on-going violation shall be considered a second offense. If the violation is still not cured within the new allotted timeframe, the on-going violation will be considered a third offense, and so on.
9. **WARNING:** For Class A, B and C violations, the fine schedule may escalate every fifteen (15) days if an on-going violation is not cured, so that by the forty-fifth (45th) day, the Homeowner may owe the combined total of the first, second and third violation fines.
10. Except for Class D violations, any violations of the same class which occurs more than six months after the date the first violation occurred shall be a new, first violation, with the fee schedule starting anew.

11. All fines and charges imposed against the Homeowner for violation of the Governing Documents will be applied to the Homeowner's account and appear on the Homeowner's next statement.

IX. Access Control

- A. It is important to note that the installation of gates and access control procedures do not replace security arrangements that should be taken by individual Homeowners and Residents. Each owner and/or resident should assess his or her own security requirements and implement appropriate security measures, including home security services. Greer Ranch Community Association does not provide security services to or guarantee the safety of the Members or their Tenants, or Guests.
- B. The Association will be implementing additional access controls in two or more phases; (1) issuance of resident vehicle decals and (2) the addition of manned gates and/or gate houses. As these are implemented the following additional rules become effective:

1. Resident Vehicle (Decals):

- i. Each Resident will be issued identification decals for vehicles. These Greer Ranch decals contain a registration number and are used to identify vehicles owned by residents in Greer Ranch.
- ii. The Resident Information Form (see addendum C) for vehicle decals are available at the clubhouse management office. The form must be completed and submitted to the Association's managing agent before any Resident vehicle decal will be issued. The vehicle decal must be permanently affixed on the inside lower left (driver's side) corner of the windshield in such a manner as to display the entire decal to the outside of the windshield.
- iii. If a resident changes vehicles, the old decal must be removed and returned to the onsite management office. If the new vehicle has not been issued a license plate, a temporary placard may be issued for a period not to exceed thirty days. A \$50.00 fine for lost decals will be charged.
- iv. No resident vehicle is permitted to park within the Association without displaying a resident vehicle decal.
- v. Resident vehicle decals are not transferable. Each decal is valid only for the registered vehicle for which it has been issued.

C. Manned Gates and/or Gated Access:

a) Resident Access & Computer Profile

The Association will maintain a confidential computer system called "GateKey" to contain the following information:

- Resident Names
- Property Address
- Telephone Number(s)
- Email Address to receive update of Community activities and events

- Resident Password
- Resident's list of Authorized Visitors
- Resident Vehicle Decal Number
- Resident Vehicle(s) License Numbers and Information
- Vehicle Gate Transponder Number
- Pet Information
- Health Information

It is anticipated that Residents will have access through the Internet to update their property profile and guest information.

A computer profile on each individual resident can be accessed through the Association website: www.MyGreerRanch.com. Once accessed through the website a password will be created by the user and this password may be used to identify the validity of a resident when calling in to authorize visitor access and as a means of identifying pedestrian residents.

1. Each resident's password is personal and confidential, and should not be given to anyone other than authorized residents.

If you are unable to access the website, or online access is not provided, the clubhouse onsite office may also make changes to the Resident Computer Profile. These changes must be submitted on a signed Resident Information Form. The record Owner(s) of the property or the Tenant may only make changes to the Resident Computer Profile on lease.

Residents of Greer Ranch are permitted free access by vehicle and by foot at any time. Residents in vehicles can be identified by the Association's vehicle decal. Additionally, residents may have a transponder that will operate the vehicle gates.

Residents entering the community by foot or by vehicle without a transponder must stop at the manned Gate House. The Patrol officer must positively identify these persons as authorized residents. Positive identification can be made with a photo ID cross checked with the Resident Computer Profile Password. It is not necessary to verbalize the password; it may be given to the officer in writing.

b) Visitors

Visitors are permitted entry to the Community only with the authorization of a record owner of the property they are visiting, or with the authorization of a resident for whom the record owner has provided prior written authorization to the Association (e.g., a lessee, co-resident, etc.) to exercise visitor access privileges. Property owners are reminded that they are responsible for the conduct of their Tenants and Guests inside the Greer Ranch Community.

All visitors must enter through the Greer Ranch Road gate, and stop at the manned Gate House to register. The registry will contain the following information:

1. Time In
2. Visitor Name
3. Name of record owner/authorized resident authorizing access

There are two methods in which a record owner/authorized resident can obtain access for a visitor. These are:

1. Pre-approved Authorized Regular Visitors
2. Visitors with Advanced Authorization

a) **Pre-approved Authorized Visitors:** Visitors that the record Owner/authorized Resident has approved for entrance to the community at any time without notification being given to the record Owner/authorized Resident they are visiting. They are listed on the Resident Computer Profile through the use of the Resident Information Form or by use of the website. The Patrol Officer is not required to contact the record Owner/authorized Resident prior to entrance, and no individual member or resident may require the Patrol Officer to provide such notice.

b) **Visitors with Advanced Authorization:** Record owners and authorized residents must notify the Patrol Officer in advance that they are expecting a visitor. This notification may be done either in writing or verbally through a telephone call granting access. The record Owner/authorized Resident's password must be included with each guest request. The Patrol Officer is not required to contact the record Owner/authorized Resident upon the visitor's arrival and entrance, and no individual member or resident may require the Patrol Officer to provide such notice. If more than four (4) visitors are expected, a party list must be submitted through website or a written list in alphabetical order will need to be given to the Patrol Officer.

All visitors authorized to enter the community in a vehicle will receive a temporary placard that acknowledges access authorization to be displayed in the front window, driver's side dashboard. This placard will show the entry authorization number, destination address, and the parking expiration date. The temporary placard is valid for as many days as the record owner/authorized resident has authorized, not to exceed 30 days at a time. Maximum approval: 6 months, passes are issued for no longer than 30 days at a time.

All pedestrian visitors must register with the Patrol Officer at the Greer Road entrance when entering the community.

c) Contractor and Vendor Access:

Contractors and vendors are required to be processed as an authorized Visitor at the Gate House to receive a daily pass. Only bonafide workers are allowed on the property. Spouses may drive workers to the site and pick them up, but must not remain on the property unless they are actual employees to include their children.

General contractors, subcontractors, workers, and/or service personnel are not permitted to bring in dogs or pets of any kind. Contractor and vendor vehicles are subject to tow, if pet in vehicle. The permitted work hours and days are to include owner builders are as follows:

MONDAY - FRIDAY 7:00 a.m. to 5:00 p.m. (must be out of the community by 5:30 p.m.)
SATURDAY 8:00 a.m. to 3:30 p.m. (must be out of the community by 4:00 p.m.)

No construction activity or any work shall take place on Sunday, legal holidays, or during unapproved work hours other than emergency repairs.

Please refer to the Design Review Guidelines prior to commencement of improvements to obtain a complete list of rules for Contractor access.

d) Process Servers:

Process servers shall be admitted in accordance with California Code of Civil Procedure Section 415.21.

e) Government Agencies and Service Companies:

The following entities have been accorded permanent authorization for entrance to Greer Ranch. Visitor Placards are not required if the vehicle is properly identified. When these vehicles enter the community the Patrol Officer will log the following information:

- Time in and time out
- License Plate Number - Vehicle Description
- Name of Agency or Service Company

The entities are listed as follows:

- Southern California Edison and Gas Company
- Verizon
- Package Delivery Services (Fed Ex, Ups, Etc.)
- Waste Management
- Elsinore Valley Water District
- L.A. Times Delivery, Press Enterprise Delivery, Californian Delivery
- City of Murrieta Police Department
- City of Murrieta Fire Department
- City of Murrieta, all emergency response vehicles
- City and County Building Inspectors

f) Emergency Vehicles:

All emergency vehicles will be admitted to the community without hesitation and without logging in and out to include:

1. Police
2. Fire
3. Ambulance and Paramedics
4. Any other emergency vehicles with flashing lights and/or a siren

g) Real Estate Agents and Open Houses:

In order for a realtor to gain access in connection with a particular home, the Homeowner must have issued written instructions to the Association to grant that realtor access or the Homeowner must have notified the Association, in writing, that their home is listed for sale, and that the Homeowner agrees to allow realtors desiring to see their home to be granted access as the Homeowner's Guest.

1. In order to gain access to the community to view a particular home, the realtor must provide the gate attendant with proper identification, leave a business card, and give the address of the property. If that property's Homeowner satisfied the requirements of the paragraph above, the realtor will be allowed access as that Homeowner's Guest and the Homeowner will be responsible for the actions of the realtor and anyone accompanying the realtor.
2. One (1) real estate sign per Lot is permitted.
3. Realtor Open Houses will be prohibited within the Association.

Addendum A

Management Company Information:

Effective November 1, 2008, and continuing until further notice to the residents, the management company for Greer Ranch Community Association is the one listed herein below.

All communication, including complaints, payment of dues, and billing information should be directed to Management.

Avalon Management
31608 Railroad Canyon Road
Canyon Lake, Ca. 92587
Phone: 951-244-0048
Fax: 951-244-0520
Website: www.Avalonweb.com

or

Everett's Place Clubhouse
Association Manager's Office
35500 Greer Road, Murrieta, CA 92562
Phone: 951-894-4877
Fax: 951-894-4610
Website: www.MyGreerRanch.com


Greer Ranch Onsite Office located at Everett's Place Clubhouse is open Monday thru Friday 8:30am to 5:00pm. Closed Saturday, Sunday and all major holidays. Residents may purchase vehicle transponders, pool access FOB, Clubhouse rental, convenient drop off for monthly assessment payments and Home Improvement Application submittals.


Greer Ranch hosts a website to obtain all Governing Documents to include: By-Laws, Covenant, Conditions & Restriction's, Design Review Guidelines, all Association forms; along with Community newsletter of events and Murrieta community calendar and events. Website: www.MyGreerRanch.com

Greer Ranch Homeowner Request Form

**Please use this form to make suggestions to improve Greer Ranch,
or to report an ongoing violation of the Greer Ranch documents.**

(Note: Save postage and submit this form via the Community web site at www.mygreerranch.com)

 I would like to make the following suggestion to improve my neighborhood/community:

 To report a violation of the governing documents please complete the following:

Address of violation: _____

Please explain the violation: _____

(Note: Pictures always help us to substantiate a possible violation, please attach if possible)

Your name: _____ Your Address: _____

You may also contact me by: _____ (phone, fax, or email)

Signed: _____ Dated: _____

Anonymous reports will only be acted on if we are able to view it on our next community inspection (occurs twice per month.) Please be as specific as possible to allow the board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association legal documents.

There must be two signatures representing two separate dwelling of homeowners in the Association to pursue violations that cannot be viewed during an inspection of the community (i.e. loud music, barking dogs, commercial vehicles, garage storage, etc.). The signers may be required to provide personal testimony should a hearing be needed.

Your name: _____ Your Address: _____
(second homeowner verifying the violation)

Signed: _____ Dated: _____

Please mail this completed from to: Greer Ranch Community Association
35500 Greer Road
Murrieta, CA. 92562
Fax: (951) 894-4610
Email form to: Onsite@MyGreerRanch.com