

Starlight Ridge South Homeowners Association



Rules And Regulations

STARLIGHT RIDGE SOUTH HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

These pages contain a set of Rules and Regulations governing Starlight Ridge South, and have been approved by the Board of Directors. These rules are in accordance with the Associations legal documents, known as the Covenants, Conditions and Restrictions (herein after referred as the CC&R's). The Rules and Regulations serve to reiterate and clarify many of the CC&R's. Additional rules are also included.

The Rules and Regulations are intended to protect your property values as well as to promote the privacy and enjoyment of all residents. Owners are responsible in advising their children, guest and/or tenants of these Rules and Regulations. The Owner of a Lot shall be ultimately responsible for violations of the Rules and Regulations as well as the CC&R's.

The Board of Directors at their sole discretion, shall change, delete or update as required the Rules and Regulations contained herein. The Rules and Regulations shall be in affect upon distribution to the members. To remain fully informed, homeowners are encouraged to attend Board of Directors meetings, and to read the Association's Newsletter, which is distributed by means of first class mail to the Owners of Record at least four times a year.

RULES & REGULATIONS

I. GENERAL RULES

1. The Association does not maintain the Association Maintained Tubular Steel Fence for pool safety purposes. It is the obligation of each individual pool owner to assure the safety of their individual pool, including the necessary safety fencing.
2. Exterior alterations or additions of any type on any given Lot are not permitted without the written consent of the Architectural Committee. Other than, an annual brush clearing the Private Property Native Open Space shall be maintained by the Owner of the Lot. However, the Architectural Committee shall first approve additions, alterations, or improvements to the Private Property Native Open Space. Submit your written request, along with a sketch with building permits where necessary, to the Architectural Committee per the procedures set forth in the Architectural Guidelines.
3. Any damage to Association's Landscape Maintenance Areas caused by the Owner, their tenant, family or guests, shall be repaired at the expense of the Owner.
4. Climbing in or upon Association Landscape Maintenance Area trees is prohibited. Nothing shall be altered, constructed, planted in, or removed from the Landscape Maintenance Area without the prior consent of the Board of Directors. Should any vegetation be removed, without the Board of Directors prior consent, the Owner shall be billed for the replacement cost.
5. One "FOR SALE" or "FOR LEASE" sign is allowed. A flag advertising the property for sale may be attached in front of the unit.
6. All garbage and refuse shall be set out on the evening before or on the day trash shall be picked-up. Any refuse or refuse receptacles will be properly stored and removed from view of the street at all other times.
7. The following, which shall include but shall not be limited to bicycles, skateboards, motorcycles and other vehicles intended for street use, are prohibited on Association Landscape Maintenance Areas.
8. No signs to include but may not be limited to political, advertising signs, flags, banners or posters shall be posted on the Association Landscape

Maintenance Areas unless approved by the Architectural Control Committee.

9. Owners shall not: (a) obstruct or interfere with rights of other Owners, (b) annoy them with unreasonable noises, or (c) permit or commit immoral or illegal acts.
10. Each Owner is responsible to report any change in tenancy to the Board of Directors within 15 days of any change of occupancy.

II. PET RULES

1. Household pets are limited to domestic dogs, cats, inside caged birds, and fish. No other animal, livestock or poultry shall be kept within any residence or on any Lot. Each pet must be licensed by the appropriate local authority.
2. No pets shall be kept, bred, or maintained for any commercial purpose.
3. The number of cats, dogs and inside caged birds shall be limited, as set forth by Riverside County, i.e., four adult dogs, per household.
4. All pets must be kept on a leash when not confined on Owners property.
5. Pet owners are required to promptly pick-up their pets excrement and dispose of it in a sanitary manner.
6. Any Owner, whose pet creates a nuisance to Starlight Ridge South residents, is subject to action by the Board of Directors.
7. An Owner shall be liable for damages that are caused by their pets to other persons and or property.

III. PARKING / GARAGE REGULATIONS

1. GENERAL

- a. No commercial truck, van, trailers or recreational vehicle to include campers, boats, recreational vehicles, trailers, motor homes, or similar items shall be parked or placed temporarily or otherwise on a Residential Lot, other than in an enclosed garage originally constructed on said Residential Lot.

- b. Unapproved vehicle parking locations include but shall not be limited to any lawn or any other vegetation or plant material also referred to as soft-scape, dirt, and rock.
- c. Vehicles may park on the garage side of the house behind an approved fence if the owner installs a concrete access that has been previously approved by the Architectural Committee.

Note: Items (b) & (c) above do not include vehicles as described in Item (a).

2. GARAGES

- a. Each Lot is provided with a garage zoned and designed to park two vehicles. The Starlight Ridge South Board of Directors recommends that every effort be made to use the garage for its intended purpose.
- b. Resident occupants are not permitted to sublet, lease or rent any garage space.
- c. Garages shall not be converted or used for temporary or permanent living space.

3. VEHICLE REPAIRS

Other than immediate emergency service, no repair of vehicles is permitted on the street. Minor repairs or vehicle checks on passenger vehicles must be done in the garage provided there is no excessive noise that might disturb other residents. Owner is responsible for the cleanup of any spillage of oil, coolant or other unsightly materials.

IV. LANDSCAPE AND EXTERIOR MAINTENANCE

1. It is the obligation of every Owner to maintain his property in a neat, clean, safe and attractive condition at all times, and to bear the expense of maintaining the property.
2. The exterior paint/stain on houses and fences shall be maintained so as not to appear cracked, chipped, or faded.
3. General Landscape Criteria:
 - Slopes and/or planters shall not have bare areas greater than a 3' x 3' area.
 - Slopes and/or planters (areas other than lawns) shall be kept free of weeds and grasses.

- Lawns shall be regularly watered and fertilized to maintain a green appearance. Lawns shall be kept free of weeds, by example, clover, dandelions and broadleaf's and all bare spots in the lawn shall be re-seeded.
 - If an extended absence is expected (vacation, business trip, etc.), or if the property will be vacated for any reason, it is the Owner's responsibility to see that the property continues to be maintained.
 - No plants, trees or seeds infected with insects or plant disease shall be brought upon, grown or maintained upon any Lot.
 - When an Owner removes a tree, the stump shall also be removed.
4. Driveways and walks are to be swept and kept clean and free of oil and rust stains
 5. Each respective homeowner shall maintain their mailbox. Posts shall be maintained by all property owners that share the respective post. Homeowners are responsible in keeping mailboxes and the post thereof in good repair, including repainting as necessary. (See the Architectural Guidelines for specific post dimensions and the approved mailbox style.)
- V. PLAY EQUIPMENT (All portions of the any type of play equipment must be maintained in good condition)
1. Basketball standards and backboards may be installed after ACC review and approval. Installations must comply with the following guidelines:
 - a. Backboard or hoops may be mounted on the fascia board centered above the garage door. Backboards may not be mounted on homes or fences;
 - b. Permanent basketball standards (e.g. post and backboard permanently anchored in the ground) planned for the front yard, should be planned so as to be situated along the edge of the driveway nearest to the side property line, and approximately midway between the garage and where the property meets the street;
 - c. Portable Standards shall be placed on the center or side of the driveway at least ten (10) feet from the curb. Standards shall not be placed on the curb or in the street. (Portable standards do not require prior ACC approval);
 2. Play equipment to include but may not be limited to; gym or swing sets, slides, tetherball poles, skateboard ramps or half-pipes shall meet the following requirements.

- a. No part of the equipment shall exceed 8' in height;
- b. The equipment shall be placed at least 5' from any property line;
- c. Equipment shall be placed in the side or rear yard behind the fence.

Play equipment includes gym or swing sets, slides, tetherball poles, etc.

Equipment (such as skateboard ramps or half-pipes, playhouses, or similar play structures) not meeting the above guidelines must be submitted to the ACC for approval.

VI. Prohibited Rentals for Transient or Hotel Purposes

Pursuant to Article II, Section (1), of the Association's Declaration of Covenants, Conditions and Restrictions for Starlight Ridge South ("CC&Rs), leasing of Residential Lots is permitted provided it is pursuant to:

...a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Residence is not leased for transient, hotel or other commercial purposes.... The terms of any such lease or rental agreement shall be subject in all respects to the provisions of this Declaration, the By-laws and the Rules and Regulations of the Association, and any failure by the lessee of such Residence to comply with the terms of this Declaration, the By-laws or the Rules and Regulations of the Association shall constitute a default under the lease.

NOW, THEREFORE, the Board of Directors enacts the following rules consistent with and in furtherance of the CC&Rs:

1. No rental or lease of any Unit shall be for a period of less than 30 consecutive calendar days. Any rental or lease term of less than 30 consecutive calendar days is deemed to be for transient or hotel purposes and is prohibited.
2. All tenant or lessees shall be registered with the Association by the Owner within 15 days of the lessee(s) or tenant(s)' first occupancy.
3. All leases or rental agreements must be written and provide that (a) the property may be used for residential purposes only by the lessees/tenants, (b) the lease or rental agreement is subject to and the lessees/tenants must abide by all the Association's governing documents, and (c) any breach of the Association's governing documents shall be a breach of and grounds for termination of the lease/rental agreement.
4. The owner of any leased or rented Lot shall provide the Association a copy of the written lease/rental agreement between the Owner and the

- lessee(s)/tenant(s) within seven calendar days of the Association's written request for a copy of said lease/rental agreement.
5. Any violations of these rules or of Article 11, Section (1), of the CC&Rs shall be subject to a fine in accordance with Article V111, Section 2, of the Association's By-laws. Any such violations shall be subject to a separate daily fine as a separate offense for each calendar day that any Lot is rented or leased in violation of any of the foregoing.
 - 6 Fines are not the Association's exclusive remedy, and any violations are subject to enforcement by any and all means available to the Association. (Art.18, Sec. 9a), of the CC&Rs.)

VII. Accessory Dwelling Units

Owners may lease out their Lot or Residence or an accessory dwelling unit ("ADU") or junior accessory dwelling unit ("JADU") on their Lot. Any such lease shall be subject to the CC&R's and other governing documents. An ADU or JADU may be installed upon prior application to and receipt of architectural approval from the Association pursuant to Article 8 of the CC&Rs and receipt of approval and a permit from the City of Temecula.

Should residents become aware of an infraction of the Rules and Regulations or CC&R's, the residents must submit a written complaint to the Association by means of the Association's managing agent.

At the Board's discretion, after due notice of a hearing, violators of the above stated rules and/or CC&R's shall be subject to a fine levied by the Board, or other actions or sanctions as may be imposed under the CC&R's.