

ECHO HILLS HOMEOWNERS ASSOCIATION

DECLARATION OF THE RULES AND REGULATIONS

ADOPTED JANUARY 10, 2023

PURPOSE

The Echo Hills Homeowners Association (“Association”) adopts the following rules for the purpose of providing the owners, renters, and others, with a concise declaration of rules, regulations, and attendant disciplinary actions that shall be enforced by the Board of Directors (“Board”) in accordance with the provision of the CC&Rs.

It shall be the responsibility of each owner or renter to read and follow these rules and regulations, and see that visiting family and friends abide by them also. It is suggested that if any area as outlined herein is not completely understood, clarification be sought either through the Board of Directors or the Management Company.

In the event of any conflict between these Rules and Regulations, current law, the CC&Rs, the Articles of Incorporation or the Bylaws, the Rules and Regulations will be deemed to have been superseded.

PROPERTY

The Echo Hills Homeowners Association, is the owner of all common areas in the Echo Hills development. The Association’s Board of Directors shall govern its affairs. The Association has retained the following community association management company to handle the daily operations of the development: **Avalon Management, 43529 Ridge Park Drive, Temecula, CA 92590** (“Manager”, “Management Company,” or “Managing Agent”).

Any property owner intending to sell his property shall notify the Board or its managing agent, in writing, of such sale immediately upon the opening of escrow.

No owner shall be permitted to rent or lease his 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 the CC&R’s, Articles, Bylaws, and Rules and Regulations of the Association.

Echo Hills Homeowners Association property is for residential use only. Professional, commercial, or individual businesses are not permitted.

All owners shall be responsible for providing buyers or renters with a copy of the CC&R’s, Articles, Bylaws, and Rules & Regulations of the Association. Owners are responsible for the conduct of renters.

ROAD USE AND PARKING

All road surfaces within the Echo Hills Homeowners Association are common area property subject to all applicable laws, ordinances and codes of governmental agencies having jurisdiction as well as the Association CC&R’s, Articles, Bylaws, and Rules and Regulations.

Speed limit is 15 miles per hour at all times.

Solicitors (except for newspaper delivery persons) are not permitted.

King Court is a private street. No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles parked in a fire lane may be immediately towed at the vehicle owner’s expense. No vehicles can be parked within the Association with a “For Sale” sign.

No owner shall park, store, or keep on the common area, on his/her driveway, or within the community: (1) Any large commercial type vehicle; or (2) Any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boats, aircraft, mobile homes, limousines, or other similar vehicles).

An owner may park any standard passenger automobile and motorcycles (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) within his/her respective garage or community parking lot, provided, however, in no event shall any vehicle extend into the sidewalk, common area, or beyond the curb line/stop. Parking behind garages is strictly prohibited except for loading, unloading, and securing your garage door upon exiting.

No vehicle may be parked in a manner which inhibits the use of road surfaces by other vehicles or blocks access to driveways, or in any manner which might hinder access by emergency vehicles.

Each owner shall keep garage readily available for parking or storing of permitted vehicles 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 and constructed.

Each lot is allowed to park a maximum of three (3) vehicles within the Association, including garage area. Owners must present a written request for a parking exception which will be reviewed by the Board on a case by case basis. The Board reserves the right to issue parking permits to all residents for their three (3) approved vehicles. Once issued, additional vehicles will require a written request from the owner of the lot to transfer a permit to new vehicle. Non-permitted vehicles may be subject to towing.

There are no assigned parking spaces. Parking spaces are available on a "first come, first serve" basis. Other than vehicles with disabled plates or placards, or contractors actively working within the complex, visitors should park on Buena Vista to leave parking spots available for residents.

No owner shall conduct major repairs to any vehicle of any kind whatsoever within the community, except wholly within the owner's garage, provided however, only for the purpose of conducting emergency repairs and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.

All garage doors shall remain closed at all times except as reasonably required for entry to and exit from the garage, as well as for emergency repair purposes (for vehicles). Garages are subject to inspection for compliance with a 72-hour written notice to the owner. It is the owner's responsibility to coordinate inspection with their tenants.

Owners/tenants are prohibited from parking in the area next to the mailboxes designated for short term parking to pick up or drop off mail.

Owners/tenants are prohibited from parking in spots marked "handicapped" without benefit of a disabled license plate or current placard placed inside the vehicle. This Rule is not intended to prevent persons with disabilities from using these spaces, but rather to preserve these spaces for the use by persons with disabilities.

Owner is responsible for parking violations of tenants and guests.

LANDSCAPE CONTROL

"Association Maintenance Area" is the responsibility of the Association to maintain. In the event any maintenance or repairs are required due to the willful or negligent acts or omissions of an owner, the Association shall levy the cost of such maintenance and repair against the responsible owner. This includes all landscaping and irrigation systems. Owners are prohibited from tampering with any irrigation controls. There shall be no interference with the established drainage pattern on any lot or the common area.

No owner shall trim or remove trees, shrubs, or lawn from the front yard landscaping without prior written

approval from the Board of Directors. Owners are, however, encouraged to enhance their landscape by addition of flowers, plants, etc. as long as they are in harmony with the overall landscape.

Problems with the front yard landscaping should be directed to the Management Company, which will forward them to the Landscape Committee Chairperson if appointed or the Board of Directors for action.

PETS

Pets are limited to two (2) per residence and must be properly licensed according to Riverside County and the City of Hemet ordinances. It is the owner's responsibility to research and ensure compliance of renters who own pets.

Except when contained within the resident's premises, including fenced yard, pets must be kept on a leash at all times or owner will be subject to fines. Pets may not be tied and/or left unattended in Common Areas.

Pet waste on individual lots or in common areas must be removed by owners/residents immediately. Pet feces must be kept free from all areas including any exclusive use common area such as the rear fenced yards in order to avoid noxious odors, unsanitary conditions, and health issues.

Pets must be prohibited from making excessive noise. Excessive noise shall be defined as noise sufficient to interfere with the quiet enjoyment of residents. Owners are liable for any injury or damage to persons or property caused by any animal which is the property of the owner, renter or visitor.

QUIET ENJOYMENT

No owner shall permit or suffer anything to be done or kept upon such owner's lot which will interfere with the rights of quiet enjoyment of the other residents, or annoy them by unreasonable noises or otherwise, nor shall any owner commit or suffer any illegal act to be committed thereon.

Loitering in the common areas is strictly prohibited. Socialization should be in front of your own unit or wholly within it so as to not disturb the quiet enjoyment of your neighbors.

TRASH AND GARBAGE

Owner shall be responsible for the storage and removal of all rubbish, trash, and garbage from the lot. All trash or garbage shall be contained in trash containers located in an concealed area. Trash enclosures (e.g., fence) shall be painted or otherwise must match as close as possible to the color of the residence, must be made of wood or vinyl, and must be 6" to 12" above the trash container height. Trash shall not be set out for pickup for MORE THAN 24 HOURS in advance of the scheduled pickup day. Trash cans must be stored behind the fence or in a garage, and not the side of the garage nor visible from the common streets.

CLOTHESLINE AND DRYING RACKS

Clothesline and drying racks are permitted during daylight hours. A clothesline is a cord, rope, or wire from which laundered items may be hung to dry or air. A drying rack is an apparatus from which laundered items may be hung to dry or air. A balcony, railing, awning, or other part of a structure or building shall not qualify as a clothesline or drying rack.

Clothesline and drying racks must be located within the enclosed backyard that is designated for the exclusive use (private area) of the owner/resident only and must not be visible or seen from adjacent neighbors or the Association's common area. Private area is an outdoor area in the resident's premises enclosed by a wall or fence with access from a door of the premises. Clothesline and drying racks must not be attached to Association maintained areas such as walls, fencing, light posts, etc. Clotheslines and drying racks shall not interfere with the maintenance of the common areas; create a health or safety hazard; block doorways; or interfere with walkways.

MISCELLANEOUS

With reasonable notice to the owner, those acting for official purpose of the Board of Directors may enter any lot to perform Association duties.

Each owner shall comply with all of the requirements of the Board of Health and of all other governmental agencies with respect to their lot.

Any damage done to the common area or the property of another resident shall be paid for by the owner who is at fault whether it would be the owner or their renters or visitors responsibility.

Sidewalks are not designed to accommodate bicycles, skates, or skateboards and they are therefore not permitted on common area sidewalks or streets.

No window in any residence shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, sheets, or any other material reasonably deemed inappropriate by the Association for such use.

Every owner shall maintain the exterior of his residence in a neat, clean, safe and attractive condition at all times and make all repairs as they may be required. Rear yard should be free of any debris that may be considered a fire or health hazard and be kept free of weeds.

Subject to the provisions of California Civil Code Sections 712 and 713, 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 no larger than 18' x 24' that does not adversely affect public safety on any lot or common area. All signs permitted under this Section shall conform with the county's sign ordinance, if any, and to all applicable governmental regulations.

Political signs of reasonable size are permitted in yards, windows, and on doors of any residence. Political signs shall not adversely affect public safety on any lot. All signs permitted under this Section shall conform with the county's sign ordinance, if any, and to all applicable governmental regulations.

PAINT COLOR CONTROL - EXTERIOR OF HOMES

Owners are responsible for maintaining the outside paint colors in accordance with the schedule attached hereto when refurbishing outside wood trim, garage doors, or stucco. Wood trim/garage door colors are identified by Dunn Edwards Paint, but may be matched by brands at other hardware/paint stores by providing a paint chip to match. The stucco color is shown with the "code number" from Dunn Edwards who manufactures a color coat for the stucco finish. The color coat would normally have to be applied by a plastering contractor.

Fences may be replaced with vinyl material in white or beige color.

ARCHITECTURAL CONTROL

All changes to the exterior of any residence are subject to the approval of the Architectural Control Committee and the Board of Directors. The term "exterior" shall mean any outside wall, surface, roof, door, patio, fence, deck, garage, or other structure which is visible to others in the project and/or to the public.

A "Request for Architectural Approval" must be submitted to the Management Company, Architectural Control Committee Chairman, or any Board Member prior to beginning changes. In addition, a Riverside County Permit shall be obtained prior to beginning work. Owners are prohibited from starting any work prior to receipt of their approved architectural application, including landscape improvements, for the dedicated areas as shown in your CC&R's. Work done without prior approval will be subject to the cost to bring it to an "approved state."

ROAD USE AND PARKING VIOLATIONS

California Vehicle Code: The County of Riverside 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.

First Violation: A warning letter will be sent to the owner stating the nature of the violation and advising that person of their right to a hearing. (Exception: Vehicles parked in fire lanes may be towed immediately.)

Subsequent Violations: A hearing notice will be sent to the owner advising that person of the nature of the violation and the possibility of a fine being levied not to exceed **\$200.00** and/or a warning to the effect that future violations of the same or similar restrictions could result in the vehicle being towed away at the owner's expense.

OTHER VIOLATIONS OF RULES AND REGULATIONS

Notwithstanding anything contained in the following process, the Board of Directors may retain an attorney to assist with any or all parts of the discipline or enforcement process.

Courtesy Letter: The Association recognizes that an owner may not understand that the owner has violated the Governing Documents. The Association shall send an informal notice ("Courtesy Notice") to the owner to advise that a violation has occurred. The purpose of the Courtesy Notice is to encourage the owner to voluntarily come into compliance. The Courtesy Notice is not intended to be confrontational.

First Violation: If the owner fails to appropriately respond to the Courtesy Notice, and the Board determines to proceed with enforcement, the Association shall send formal Notice of Violation to the owner in a manner consistent with applicable California law. The notice shall state the facts surrounding the alleged violation, the specific provisions violated, and the remedies that the Association is entitled to if the violation is not corrected. The Association may choose to send one or more formal Notices of Violation to an owner before the owner is called to a hearing.

Notice of Violation and Hearing: If the violation is not cured, or if the Board at any time determines that immediate action is required, the Association shall send a Notice of Violation and Hearing in a manner consistent with California law to the owner inviting owner to appear at a hearing before the Board to be held no sooner than ten (10) days from the date of the notice. The notice shall contain the date, time, and location of the hearing, state the nature of the alleged violation, advise the owner of his or her right to attend the hearing and address the Board, and/or to submit a written statement of defense and supporting documents to the Board in 72 hours in advance of the hearing. The Notice shall also state the discipline that the Association will consider imposing. If the owner elects not to attend the hearing, a decision will be made by the Board in the owner's absence.

Discipline may not be imposed in the absence of a hearing.

Hearing.

All hearings shall be held in executive session, unless otherwise requested by the owner.

At the hearing, the Board shall allow the owner to present evidence and testimony as reasonable under the circumstances. The Board shall also consider any submission made by the owner.

If the owner fails to timely submit a written response to the allegations, or fails to appear at the hearing, the Board may proceed with the hearing and make a decision on the violation and the discipline to be imposed.

If, after considering the evidence, the Board concludes that the alleged violation occurred, the Board may impose any combination of disciplinary actions such as the imposition of fine, attorney fees, and costs; the suspension of membership privileges; and/or take any other disciplinary action permitted by its Governing Documents.

Notice of Decision. If the Board imposes discipline on an owner, the Association shall provide the owner with Notice of Decision including the disciplinary action taken, by either personal delivery or first-class mail, within fifteen (15) days following the action. The imposition of a violation fine shall be levied against the violating owner immediately after the hearing. For disciplinary actions, such as the suspension of membership privileges, such action shall be effective beginning five (5) days after the hearing date. In addition to imposing fines, the Board may take any other disciplinary action permitted by the Governing Documents. In the event the disciplinary action involves the imposition of an assessment, such assessment shall be assessed and due not less than 30 days after the owner has received written notice of the same.

Fines.

Any violation of the Governing Documents	\$50.00 first occurrence
not specifically mentioned	\$100.00 second occurrence
	\$200.00 third occurrence
	\$25.00 per day for continuing violation

The fines listed above are maximum amounts per violation, and are in addition to any actual costs, damages, or expenses, including attorney fees, incurred by the Association in obtaining compliance with the governing documents or responding to the violation/offense. Owners are responsible for damage caused to the common area. Fines shall be in addition to any assessment to reimburse Association for any applicable cost of repair.

Continuing Fines. To deter continued improper conduct and to provide an incentive to comply early, fines of a continuing nature may be levied on an ongoing basis from the effective date of the fine until compliance with the Governing Documents is obtained. A “continuing violation” is one that is ongoing, uninterrupted, and unchanging and is recognized as a continuing violation under California law. If the violation constitutes a continuing violation, the Board may impose subsequent and/or continuing fines, in accordance with the Fine Schedule until such time as the matter is resolved to the satisfaction of the Board. Continuing fines may not be imposed unless the Notice of Decision following a hearing specifically states that remedy will be imposed. Association shall provide notice to the owner each time a continuing fine is imposed.

Ultimate responsibility for payment of any fine, penalty, or assessment lies with the owner of the unit in which the violator resides or is a guest. Assessments are due and payable on the 1st day of the month following the month in which the assessment is levied.

The foregoing penalties are not exclusive and shall be in addition to any other rights of the Association to secure compliance with governing documents of the Association. The Board shall have the power to defer the imposition of any fine or part thereof if in their judgment, circumstances warrant.

Litigation. Notwithstanding the foregoing, in situations where the Board, in its sole discretion, determines that the alleged offense is sufficiently serious, including, but not limited to, hazardous activities or threats against person or property, in-progress architectural modifications, and outrageous conduct, the Board can proceed directly to alternative dispute resolution, litigation, or take any other enforcement actions authorized by the governing documents and California law.

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PAINT COLOR - EXTERIOR OF HOMES

Owners are responsible for maintaining the following outside paint colors when refurbishing outside wood trim, garage doors, or stucco. Wood trim/garage door colors are identified by Dunn Edwards Paint numbers, but may be matched by brands at other hardware/paint stores by providing a paint chip to match. The stucco color is shown with the "code number" from Dunn Edwards who manufactures a color coat for the stucco finish. The color coat would normally have to be applied by a plastering contractor. Owners are allowed to pick any of the below color schemes provided that said owner is painting the entire residence; however, the mixing and matching of colors are not permitted. All spot-treatments or repairs of paint must closely match the existing color scheme on the residence.

Scheme One - Original

Stucco Color – DEW341 Swiss Coffee
Siding – DEC771 Shaggy Barked
All Trim – DEC778 Boxwood

Scheme Two - Original

Stucco Color – DEC748 Oyster
Siding – DE6215 Wooden Peg
All Trim – DEC798 Taliesin Blue

Scheme Three - Original

Stucco Color – DEC741 Bone White
Siding – DEC752 Birchwood
All Trim – DEC779 Woodlawn Green

Scheme Four - Original

Stucco Color – DEC772 Navajo White
Siding – DEC767 Riverbed
All Trim – DEC705 Burnt Crimson

Scheme Five - Original

Stucco Color – DEW336 White Sand
Siding – DE6214 Pigeon Gray
All Trim – DEC778 Boxwood

Scheme Six - Original

Stucco Color – DEC761 Cochise
Siding – DEC743 High Noon
All Trim – DEW328 Pearl White

Scheme Seven – New

***Main Body/Garage – DE6204 Trite White
Trim/Front Door – DE6280 English Forest***

Scheme Eight – New

***Main Body – DE6157 Bisque Tan
Trim/Garage Door – DE6169 Milk Mustache
Front Door – DE6231 Shaker Gray***

Scheme Nine – New

***Main Body/Garage Door – DE6212 Crisp Muslin
Trim/Front Door/Shutters – DE6377 Boat Anchor***

Scheme Ten – New

***Main Body – DEC767 Riverbed
Trim/Garage Door – DEW340 Whisper
Front Door – DEC755 Cocoa***

Scheme Eleven – New

***Main Body – DE6116 Dover Plains
Trim/Garage Doors – DE6076 Wandering Road
Garage Door/Front Door – DEW336 White Sand***

Vinyl Fencing

Vinyl fencing must be white or beige in color.