

# *Rules and Regulations*

*For Talon's Reach Homeowners Association  
September 2002*



## ***Table Of Contents***

Introduction.....	1
Animals.....	1
Common Areas.....	1, 2
Garage Sales.....	2
Holiday Decorations .....	2
Maintenance/Construction Hours .....	2
Noise Control.....	2
Security and Realty Signs.....	2, 3
Time Sharing, Rental Requirements, and Commercial Use .....	3
Trash Regulations .....	3
Vehicle and Parking Regulations.....	3, 4
Yard and Landscaping Requirements .....	4
Enforcement of CC&R s, Rules and Regulations.....	4, 5
Fine Schedule.....	5
FORMAL COMPLAINT FOR CC&R’S, RULES, POLICIES AND/OR DESIGN GUIDELINES VIOLATION.....	6

## ***Introduction***

These rules have been established to serve as comfortable guidelines for enjoying Talon's Reach without infringing on the rights and common benefits of all owners.

In maintaining the quality of the community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant and guest.

The rules and regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions (CC&R's). All owners have been given copies of the Bylaws and the CC&R's of Talon's Reach Homeowners Association. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each owner.

Although these Rules and Regulations support the CC&R's, they do not cover the entire document. Please read these rules carefully and be sure your family, guests and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Association's documents, please contact the property management company.

---

## ***Animals***

The Board can prohibit the keeping of any animal, which constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.

Any litter deposited by pets on lawns, sidewalks, paths or other common areas must be removed immediately by the owner of the animal.

Residents are responsible and liable for any personal injury or property damage caused by their pets.

All pets must be kept within an enclosure, an enclosed yard or on a leash held by an individual capable of controlling the animal.

No animals of any kind shall be raised, bred to kept on any Lot, except that domesticated dogs, cats or other ordinary household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose. Livestock, poultry or farm animals are strictly prohibited from being kept on any Lot.

Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to write to the Association or contact the local Animal Control Department.

---

## ***Common Areas***

Each owner is liable to the Maintenance Association for any damage to the common area landscaping, equipment, or improvements which is sustained by the negligence or misconduct of the owner, the owner's family, tenants or guests.

Residents can help in the overall maintenance of the common areas by reporting any problems to the

property Management Company.

---

## ***Garage Sales***

Garage sales are limited to no more than two (2) days per year, per household.

---

## ***Holiday Decorations***

The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 10<sup>th</sup>. All other decorations must be displayed no more than 15 days prior to the day of the holiday, and must be removed within 7 days after the holiday. Residents who do not comply will be sent a violation notice.

All holiday lighting must have a UL or comparable rating. Outdoor lights must be designed for outdoor use.

No Resident may place holiday decorations on plants in the Common Area or Association Property.

Please insure that holiday lights do not disturb other Residents.

Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitee, or any Resident of his or her Unit.

---

## ***Maintenance/Construction Hours***

Construction/Maintenance on any lot is limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m., Saturday and Sunday.

---

## ***Noise Control***

Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that disrupts the Community's tranquility or interferes with the quiet enjoyment of other occupants.

---

## ***Security and Realty Signs***

No signs are allowed which can be seen outside any unit or home with the exception of a security sign or a single For Sale or For Rent sign.

A maximum of one (1) security sign is permitted in the front yard. Security signs may not exceed 12"x12" and placed no more than three (3) feet away from the house and

no more than three (3) feet above the foundation level.

Two (2) additional 4" x 4" security decals may be attached to the windows of the house.

One (1) temporary realty sign advertising a home for sale may be located on the front yard of the property which is for sale.

Realty signs must be of professional quality or weather resistant material.

Realty signs may not exceed 18" x 30". Sold signs may not be displayed for more than thirty (30) days after the sale of the home.

---

### ***Time Sharing, Rental Requirements, and Commercial Use***

No time sharing of units is allowed.

All owners must provide their tenants with the Rules and Regulations.

All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines and the CC&R's. Owners are held responsible for their tenants and guests.

No unit shall be used except for single family or residential purposes.

---

### ***Trash Regulations***

Members are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto a common area, and disposing of it in a property container or receptacle.

Large discarded items such as old furniture and appliances are the sole responsibility of the homeowner to remove from the premises and dispose of properly.

No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc.

Trash containers must be covered, kept in a sanitary condition and stored away from public view when not in use.

Trash containers should be placed by the street for pickup no earlier than the night before pickup and must be removed from the street the day of pickup.

---

### ***Vehicle and Parking Regulations***

Please remember that there are children at play. Observe posted speed limits.

Garages must be maintained to house at least one (1) vehicle in a two-car garage and at least two (2) vehicles in a three-car garage. Parking on driveways is only permitted for excess vehicles. Street parking

is limited to 72 hours in duration.

Parking on front yard landscape areas is prohibited.

No boat, camper, recreational vehicle, trailer van or motor vehicle of any type other than a standard automobile may be stored or parked on any lot other than in the garage, except temporarily for the purpose of loading and unloading.

No vehicle or other equipment may be dismantled, repaired, or serviced on any lot except in the garage. Leaks from vehicles in the street and on driveways must be cleaned up within a reasonable time period.

Off road riding within any private lot, common area, open space, or public or private street serving the community or its districts is prohibited.

---

## ***Yard and Landscaping Requirements***

Landscaping must be kept neatly trimmed, properly cultivated and continuously maintained.

Each owner is responsible for maintaining the slope banks located on their lot in a manner that will not damage or interfere with established slope ratios, or create erosion or sliding problems. An exception applies to those slope lands maintained by the Homeowners Association.

---

## ***Enforcement of CC&R's, Rules and Regulations***

All owners, residents and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by the Board of Directors. The property management company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons on Talon's Reach property with all provisions of the Rules and Regulations, Design Guidelines, Bylaws and CC&R's. If there is a violation, the property management company has been instructed to obtain the names and addresses of violators and report this information to the Board of Directors.

It is the right and duty of each resident to report violations to either the property management company, Board of Directors, or appropriate committees.

Procedures are established for the imposition of monetary penalties for infractions only and shall not restrict the Board's right to enforce the CC&R's, Bylaws, Design Guidelines or these Rules and Regulations in any lawful manner. In the event two or more members of the Association (including Board or Committee members) file a written complaint to the management company, the Board will act as follows:

A first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.

If the violation continues, or if the response is otherwise unsatisfactory after the notice, the owner will receive a notice of monetary penalty and be afforded an opportunity to appear before the Board or an

appointed committee either by appearing personally or by submitting written testimony. At the request of the Owner, a hearing date shall be at least ten (10) days before the effective date of the monetary penalty. The notice shall be delivered to the owner personally or by first class or registered mail to the last address of the owner shown on the Association's records. The Board or committee shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty. If the Board elects to impose a monetary penalty on a member, the member will receive a written notice within fifteen (15) days following the action by either personal delivery or first-class mail.

If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.

If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

---

### ***Fine Schedule***

Reasonable fines for first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk of harm to person or property) .....	\$100.00
Use Restrictions .....	\$75.00
Vehicle and Parking Restrictions.....	\$75.00
Unauthorized Improvements to Property .....	\$75.00
Any Violation of the Bylaws, CC&R's or Rules & Regulations not specifically mentioned (i.e. dogs barking, trash receptacles being left out, etc.) .....	\$50.00

Fines shall be in addition to an assessment levied to reimburse the association for expenses and costs. Fines for continuing or repeated violations may be increased double the initial fine at the discretion of the Board. Four (4) or more violations assessed to a single lot/unit in any twelve (12) month period may result in an additional fine of up to \$100.00 at the discretion of the Board of Directors.

**Special Note:** Should a violation occur which imposes a financial obligation to the Association, the party responsible for the violations shall reimburse, by way of special non-lien assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or other common property, repair and replacement costs will be charged to the owner responsible for the party.

**FORMAL COMPLAINT FOR CC&Rs, RULES, POLICIES  
AND/OR DESIGN GUIDELINES VIOLATION**

Date: \_\_\_\_\_

**PERSON MAKING REPORT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

DESCRIPTION OF VIOLATION: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
(Fill in as completely as possible)

Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VIOLATOR INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**MAIL TO:**

Talon's Reach Homeowners Association  
c/o The Prescott Companies  
5966 La Place Court, Suite 170  
Carlsbad, CA 92008-8830