

Yale Maintenance HOA

Rules and Regulations

Adopted by the Board of Directors this
Twenty-Ninth Day of March, 1994.

Rules and Regulations

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A. Homeowners Association Membership Information

The Yale Maintenance Association for Heritage Park Townhomes offers many advantages to the home buyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Yale Maintenance Association is a California non-profit corporation consisting of those homeowners of homes within the ultimate boundaries of Yale Maintenance Association as defined in the CC&Rs and the Articles of Incorporation.

The purpose of Yale Maintenance Association is to ensure that the common area amenities will be maintained in an attractive manner and will be available for the enjoyment of all residents. Your automatic membership in the Association provides a membership base to share in the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each resident with the greatest enjoyment of the facilities without infringing on other residents and their rights to quiet enjoyment of their homes and community.

Although these rules and regulations support the CC&Rs, they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully.

B. Delinquency Policy

1. Upon 15 days delinquency, a delinquency letter is sent by the managing agent and the homeowner's account is assessed a \$10.00 late charge..
2. Upon 50 days delinquency, a "pre-lien" letter is sent to the homeowner via certified mail and includes a Notice of Default.
3. A lien is automatically filed at 80 days. Just prior to the 80th day, a title search is completed so the lien is ready for expeditious filing. The delinquent homeowner's account is charged \$150.00 for legal fees at this point, with the Association invoiced monthly, as above.
4. Should it become the wish of the Board to pursue foreclosure, a Notice of Intent to Foreclose is sent to the homeowner by the retained attorney, Gerald Van Gemert. Filing fees of \$50.00 and a \$150.00 fee to process the foreclosure are invoiced directly to the delinquent account by the attorney. All costs and further attorney fees are recouped by the attorney after a judicial judgement.

The above mentioned steps, with the exception of No. 1, which is provided by the managing agent), are provided by SMS Trust Deed Service.

C. Common Property Rules and Regulations

1. Littering of the common areas is not permitted.
2. Homeowners are prohibited from destroying, removing or altering the landscape in the Common Area, regardless of the condition of the planting, except as noted under plant rules and regulations.
3. Trash, garbage, or other waste shall be disposed of by residents of the community only by depositing the same into containers provided by the homeowner. Trash receptacles may only be placed outside 24 hours before pick-up and must be removed 24 hours after.
4. Only homeowner sponsored events are permitted within Yale Maintenance Association.
5. No clothing, household fabrics or other unsightly article shall be hung, dried or aired on any portion of the property, including the interior of any residence, so as to be visible from other residences or the street.
6. Wheeled toys (i.e. skate boards, tricycles, big wheels, children's bicycles, etc.) are prohibited from common area landscaping.
7. No hazardous material shall be stored or permitted upon any portion of the Covered Property except in compliance with any and all applicable laws, regulations, rules and standards of the County and any other governmental body.
8. No owner shall at any time dispose of any hazardous material into the drainage devices located within the community.
9. Each Owner agrees to be subject to all of the Covenants, Conditions, and Restrictions set forth in the Community Declaration.

D. Tenant Rules and Regulations

1. The homeowner shall have the responsibility to acquaint their tenants and guests with the R&Rs of the association.
2. For the purpose of these R&Rs a tenant shall be defined as anyone in possession of a member's unit in exchange for any sort of consideration, or at the sufferance of the Homeowners.
3. Violations will be assessed against the member even though the infraction was committed by a tenant or guest.
4. A copy of this Declaration shall be made available by an Owner to each tenant or lessee.
5. No Home shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days.

E. Parking Rules and Regulations

1. **Vehicle Code will be strictly enforced.**
2. **No Parking areas have been marked throughout the Yale Maintenance community. Violations of vehicles parked in marked No Parking areas are subject to immediate towing.**
3. **Designated Yale Maintenance Association parking areas are located throughout Yale Maintenance Association are marked "Guest Parking." Vehicle storage is not permitted in the designated parking spaces. Any vehicle parking in excess of 72 hours in the same location will be deemed in violation of the regulations.**
4. **Oversized vehicles, including recreational vehicles, buses, trailers boats, work trucks and other commercial vehicles shall be maintained or repaired off the premises. Inoperable vehicles of any type are prohibited on Yale Maintenance Association premises.**
5. **Short term parking in front of one's garage is permitted only for loading, unloading, and washing vehicles. The vehicle must be attended at all times.**
6. **Garage doors must be kept closed except for ingress and egress.**
7. **Recreational vehicles (ie. trailers, campers, boats or similar equipment) are not allowed to be parked in streets, alleys or driveways as per associations CC&R's (Use Restrictions).**
8. **The Board has given authorization to the Property Management company to arrange for the placement of citations on violating vehicles and, if vehicles are not moved in 72 hours, arranges for the vehicles to be towed at vehicle owner's expense.**
9. **Heritage, Hartford, and Sacramento are city streets and City of Irvine parking regulations apply to these streets.**
10. **Member is responsible for all parking Violations of tenants and guests.**
11. **No garage, trailer, camper, motor home, recreational or other vehicle shall be used as a residence on the properties for either temporary or permanent purposes.**

F. Enforcement Procedure -- Parking Violations

- 1. Residents or guests who are deemed in violation of the above regulations are subject to citation and towing.**
- 2. Because Homeowners ultimately have financial responsibility for the actions of their tenants, those who rent their units should be sure the tenant has a copy of the regulations and understands them.**
- 3. Authorization to tow a vehicle from Yale Maintenance Association may only be issued by a member of the Board of Directors or its property management agent.**
- 4. All towing and impound fees shall be the responsibility of the owner of the automobile.**

G. Pet Rules

1. Dogs are not allowed to be unattended in the common area. All dogs must be maintained on a leash held by a person capable of controlling the animal when not in the owner's unit. Dogs are not permitted to be tied within the common area.
2. Each homeowner is responsible for removing defecation of their animal from the property of the Association.
3. Excessive dog barking or other animal noise will be deemed a nuisance.
4. Each homeowner is responsible for keeping patios and garages clean and odor free.
5. Homeowner shall be absolutely liable any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Covered Property by an Owner or an Owner's family member, tenants or guests. In addition, each homeowner will be responsible for any damage to the property of another due to his/her pet, either by financial reimbursement or corrective action to be determined by the Board of Directors.
6. The Association shall have the right to prohibit housing to any animal which constitutes a nuisance.
7. No animals, livestock, or poultry of any kind shall be raised, bred or kept upon the covered property, except dogs, cats, or other household pets, not to exceed two (2) animals in number may be kept in the homes, provided they are not kept, bred or maintained for any commercial purposes.

H. Pool Rules

(per Heritage Park Community Association)

1. All persons use the pool at their own risk
2. Use of pool facilities and common areas are a privilege which is enjoyed by all Homeowners or occupants, however, consideration of others concerning noise is also important. Conduct by an homeowner, occupant, or guest which deprives any other homeowner or occupant use of the pool or common area shall not be allowed.
3. Children under 14 years of age must be accompanied and actively supervised by an adult.
4. Guests must be accompanied by a resident at all times.
5. Only persons dressed in proper swimming attire will be allowed in the pool. No cutoffs.
6. Showers are required before using the pool. Any person having any apparent skin disease or illness shall not use the pool.
7. No diving, running, pushing or other horseplay.
8. No Boogie Boards, rafts, surfboards, inner tubes or pool toys. Life jackets and life rings are allowed.
9. No playing with the safety equipment.
10. No glass objects are allowed in the pool area. Food or drinks should be kept away from the water. Please be careful and clean up your litter and cigarettes. All trash must be placed in the trash containers.
11. No pets, bicycles, skateboards, roller skates, Frisbees, etc., in the pool area. Bicycles may be locked at the bike rack only, as space permits. Bicycles may not be chained to fences and may not compromise the safe entry and exit from the pool area.
12. No disposable diapers. Toddlers are to wear rubber pants.
13. Long hair must be held by a rubber band or swimming cap.
14. Radio/stereo units will be permitted without the use of ear phones so as not to annoy other persons using the recreation facilities or living in the surrounding units.
15. Pool lights are timed to go off at 10 p.m. Please be quiet and considerate if you remain in the pool area.
16. Do not leave personal items in the pool area overnight.
17. All rules are in effect whether or not the pool monitor is on duty.

I. Signage Rules

1. No sign, poster, billboard or advertising devise, other than temporary signs for homeowner sponsored sales, shall be displayed on the properties without the approval of the Architectural Committee.
2. Temporary signs for homeowner sponsored sales may be posted no more than two hours prior to the event and must be removed within two hours after the event. Participants must park cars on the public streets and must not block back alleys, driveways, or garages.
3. Real estate for sale, lease or rent signs may be displayed. Only one real estate for sale sign will be permitted per unit.
4. Signs must not damage association property or building exteriors. They may be placed on a stake in front of the homeowner's unit or in the window. They may not be taped, nailed, or otherwise affixed to the building exterior.
5. Signs other than approved signs will be removed from the property.
6. All signs must conform to the requirements of all applicable ordinances.

Summary of Irvine Ordinances Applicable to Posting of Signs

Regarding signs placed on the corners of Walnut/Yale, Yale/Sacramento, and Walnut/Hartford, City of Irvine ordinance (VE 60/3D3) states that no more than one temporary sign may be placed on each street corner. Where the limit is exceeded, all signs must be removed. All other sign placements, medians, parking strips, along streets, on street signs, traffic signals, etc. are prohibited. Violations can result in confiscation and prosecution.

It is the responsibility of the homeowner to inform their agent of the Rules and Regulations governing signage. The homeowner shall be held responsible for violations of R&Rs and/or local applicable ordinances by the homeowner's agents.

J. Plant Rules and Regulations

1. Common Grounds

- a. Homeowners may not add, remove or otherwise tamper with plants in common areas, except as permitted in J.1.d.**
 - i. Homeowners may not augment common area plantings either by direct planting or use of potted plants.**
 - ii. Homeowners may not augment common area plantings with hardscape items such as rocks, fences, trellises, bird baths, etc.**
 - iii. The homeowner understands that the common area plants will be maintained at all times by the Association and the landscaper will be directed to trim the plants.**
- b. Homeowners may add potted plants or planter boxes to their own front porches without landscape or architectural approval under the following conditions.**
 - i. Planter boxes are painted one of the colors used throughout the complex. (As of 12/1/91 -- Paint by Dunn Edwards: Sombrero, Stone Beige, Satin Wood, Pearl White).**
 - ii. Pots are white or terra cotta in color.**
 - iii. The containers do not obstruct other homeowner's views.**
 - iv. The plants do not obstruct the common area, or walkways.**
 - v. The plants are kept healthy and insect free.**
 - vi. Drip systems are not permitted.**
 - vii. Hanging plants or pots are not permitted.**
- c. Plants are allowed on window shelves provided the shelf can handle the weight. Plants must be placed in a planter box that fits onto the shelf without overhang, the box is no taller than 8", and the box is painted to match the window shelf. Plants must be watered in such a way that no water is allowed to stand on the shelf. Plants may not be placed on any fences.**
- d. Homeowners may elect to enhance the front landscaping by adding an 8" border of Impatiens around their raised front porch. The following conditions apply:**
 - i. Only ground cover may be removed for such additions. No grass, bushes, or other greenery may be removed.**
 - ii. Once the ground cover is removed, the area must be planted at all times. Dirt must not be exposed.**
 - iii. Homeowner may not introduce any plant other than Impatiens.**
 - iv. Plantings in ill health will be removed at Homeowners expense.**
- e. Any plantings in violation of the above will be subject to association violation and fining procedures. In addition, homeowner may be billed for costs incurred by the Association for the removal and/or replacement of plants in violation and repair of damage caused by plants.**

2. Patio Areas

- a. All trees, shrubs, bushes, and vines must be kept at or below the top of the patio fences and shall not encroach into neighboring yards.**
- b. In order to protect the stucco exteriors, no vines may be allowed to grow on the sides of the units or their garages. The exception is a vine on a trellis which is always off the stucco.**
- c. Trees shall be pruned or removed to prevent damage to roofs, foundations, or other structural improvements.**
- d. Trees shall be topped at 18 feet and shall not exceed this height.**
- e. Trees shall be contained in a ceramic pot and remain movable. No trees shall be planted directly into the patio area ground.**
- f. Any plantings in violation of the above or believed by the Board of Directors to be a threat to the rooftops, foundations or common property are in violation and subject to fining procedures. Homeowner may be billed for costs incurred by the Association for the removal and/or replacement of plants in violation and repair of damage caused by plants.**

K. Enforcement Procedure -- Non-Parking Violations

1. Discovery of Violation.

Any violation that is an alleged violation of the documents and rules of the association will be processed according to the procedures outlined herein.

In the event the Board of Directors files a violation report, the Board would act as follows:

- a. Send a letter to the homeowner stating the alleged violation and date needed to remedy said violation.
- b. Upon expiration of the remedy date, if violation still exists, a second letter will be sent stating that the failure to abide by the Association Rules and Regulations has imposed a hardship on the Association. Depending on the severity of the violation, the homeowner may be asked to attend a hearing with the Board Directors or its duly appointed Committee.
- c. The homeowner will be notified as to the decision rendered by the Board of Directors as a result of the hearing. If the homeowner is found to be in violation of the Association's documents, the Board will either
 - i. seek remedy by use of the legal system,
 - ii. apply monetary fines to the homeowner's assessment billing,
 - iii. choose to correct (or cause to be corrected) the violation and assess the homeowner for reimbursement of costs, or
 - iv. a combination thereof.
- d. If the decision is to pursue a monetary fine system, Yale Maintenance Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Rules and Regulations, and Architectural Guidelines of the Association.

2.

Fine Schedule

Should a violation occur which imposes financial obligation of the Association, the party responsible for said violation shall reimburse the Association for this financial obligation by way of a special assessment. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

1. Letter to homeowner stating alleged violation.
2. Letter to homeowner stating alleged violation continues and requesting homeowner to appear before of the Board of Directors.
3. If result of the hearing is a monetary fine, a fine of \$50 will be applied to homeowner's account.
4. Any fines not paid within 60 days may result in legal action in accordance with California law.
5. At any point, the Board may determine to use the legal system or cause correction the violation to effect a remedy and the homeowner may be responsible for legal fees and reimbursement of costs to the Association.

II. Architectural Guidelines

Adopted by the Board of Directors this Twenty-Ninth Day of March, 1994

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A.	Introduction
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J.	Proceeding with an Architectural Improvement

A. Introduction

Living in a planned community such as Heritage Park Townhomes/Yale Maintenance Association offers many privileges as well as imposing certain restrictions. Yale Maintenance Association has been developed for the mutual benefit of all members. In order to preserve the value, desirability, attractiveness and architectural integrity of Yale Maintenance Association, the Covenants, Conditions and Restrictions have authorized the formation of the Architectural Committee.

This Committee is vested with the power to review and approve all improvements to all residential dwellings at Yale Maintenance Association.

Attached please find the general architectural guidelines for your community. It is to your benefit that you take the time to read this information. Please note that although these guidelines support the CC&Rs they do not cover the entirety of the document. The CC&Rs should be read carefully.

As set forth in the CC&Rs of the Association, the Board of Directors delegates the duties and responsibilities of full authority of architectural control to an architectural committee that is vested with the power to review and recommend action to the Board of Directors to approve all improvements to residential homes in Yale Maintenance Association. Approval requires the majority vote of a quorum of the Board of Directors. Such improvements include without limitation, additions, modifications and alterations to residential dwellings, signs, fences, walls screens, patios and patio covers, and any other modification of the exterior of a dwelling or other improvement or alterations to your residential home. Upon completion of the work the Architectural Committee or its duly appointed representative may inspect any improvement for which approval of plans were required.

The Architectural Committee as appointed by the Board does not seek to restrict individual creativity or personal preferences, but rather to help assure a continuity in design which will help preserve property and improve the appearance of the Community.

Prior to commencement of any addition, alteration or construction work of any type, the homeowner must first file an application to the Architectural Committee. Failure to obtain the approval of the Architectural Committee may constitute a violation of the CC&Rs and shall require modification or removal of unauthorized work of improvements at your expense. In addition, a building permit will be required by the City of Irvine prior to the commencement of any work. The Architectural Committee does not assume any responsibility for your failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Committee approval.

Following is the Architectural Standards including exhibit forms. Please use these forms for any submittal to the Architectural Committee. Thank you in advance for your cooperation in this matter.

B. GUIDELINES

1. Submission Procedure and Requirements

- a. All requests for Architectural Committee approval are to be made on the standard Yale Maintenance Association Architectural Approval Request Form.
- b. Submission of Requests are to be made to Yale Maintenance Association attention Architectural Committee, at the office of the agent for the Association, or at such other address as may be listed on the Architectural Approval Request Form.
- c. Construction Drawings. Plans and specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
- d. Submission of plans. Homeowner is to forward a set of your proposed plans and specifications, together with the standard Architectural Approval Request Form and such other information or documentation as may be required on the Form or by these Standards.
- e. Required Information and Documentation to Architectural Approval Request Form. Together with a complete Architectural Request Form, a complete set of the following information must be submitted to the Architectural Committee to constitute a complete Application. All pieces must be able to be photocopied.
 1. Plot plan drawn to scale showing the following:
 2. All proposed improvements and relevant elevations, together with the desired location of such improvements to dwelling unit.
 - i. Complete dimensions of the proposed improvement.
 - ii. Description of materials to be used, including the proposed color scheme, manufacturer, etc. When possible, samples or photographs should be provided.
 3. Floor plans (if applicable) showing overall dimensions and area of improvements reflecting your preliminary design concept.
 4. Description of proposed construction scheduled.
 5. Landscape plan and working drawings (if applicable).
 6. If proposed improvements require access over the Common Community Areas or Community Facilities for purposes of transporting labor or materials, written permission shall be required from the Association. Any such requests must be filed with the Architectural Committee prior to the commencement of your improvements.
 7. Signature on Architectural Request Form under Acceptance of Responsibility.
 8. Any other information or documentation deemed to be necessary by the Architectural Committee in evaluating your request.

2. **Failure to Comply with Required Procedures.** Failure to comply with the requirements and procedures set forth herein shall cause the request to be delayed pending submission of other information and documentation to the Architectural Committee. An incomplete Application shall not affect the time limits for approval times otherwise reserved in favor of the Architectural committee.
3. **Final approval by Architectural Committee.** The Architectural Committee shall give final approval or disapproval of the request within 45 days from submission of the completed application (including all the required supporting information and documentation). In the event the Architectural Committee fails to respond within 45 days from the confirmed receipt of your completed Application, the Request shall be deemed to be approved.
4. **Disapproval by Architectural Committee: Appeal.** In the event the plans and specifications submitted to the Architectural Committee are disapproved by the Committee, the party or parties making said submission may appeal in writing to the Board of Directors of the Association. The written request must be received by the Board not more than 30 days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for re-review, and written recommendations will be timely submitted to the Board of Directors by the Architectural Committee. Within 45 days following receipt of the request for appeal, the Board shall render its written decision. Failure of the Board to render a decision within said 45 day period shall be deemed a decision in favor of the parties submitting the appeal.

C. Enforcement

1. Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the improvements in the conformity with the plans and specifications approved by the Architectural Committee, may constitute a violation of the Declaration of Restrictions and may require modifications or removal of any work of improvement at the homeowner's expense. Pursuant to the provisions of Declaration, the Board shall have the right to record against the homeowner a Notice on Non-Conformance with shall identify the reason(s) for such notice. If necessary, the City of Irvine will be contacted to assist in enforcement of this policy.
2. Violations. All Homeowners in Yale Maintenance Association shall have the right and responsibility to bring to the attention of the Architectural Committee any violations of the Standards set forth herein.
3. Inspection. Upon completion of the work of improvement, homeowner shall notify the Architectural Committee for final inspection and approval. Any member or agent of the Architectural Committee may, within 60 days thereafter, upon reasonable notice and at a mutually agreed upon time, enter and inspect the subject property as to the completion of the improvement. Such entry shall be made with as little inconvenience to the residents as possible, and any damage caused thereby shall be repaired by the responsible party.

D. General Conditions.

1. Yale Maintenance Association Architectural Control approval does not constitute a waiver of any requirements required by the City of Irvine. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and Yale Maintenance Association assumes no responsibility for such. The function of the Architectural Control Committee is to review submittal as to aesthetics. All technical and engineering matters are the responsibility of the unit owner.
2. An oversight of a Covenant, Condition or Restriction, or a Committee policy does not constitute waiver of that rule and therefore, must be corrected upon notice.
3. Streets may not be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and building materials may not be stored on streets, sidewalks or Community Property.
4. Building permits may be required for certain improvements from the City of Irvine.
5. Any damage to Yale Maintenance Association Community Property will be replaced or repaired by a Yale Maintenance Association subcontractor. All applicable charges for restoration will be charged back to the homeowner by Yale Maintenance Association and is due and payable within 30 days from notification or assessment of penalties.
6. Approval of plans is not an authorization to proceed with improvements on any property other than the unit owned by the applicant.

E. Architectural Standards

1. **Window Coverings/Enhancements.**
Only curtains, drapes, shutters or blinds of a off-white, white, or similar neutral color may be installed as window covers. No aluminum foil, paint, newspaper, blankets or sheets, or similar coverings deemed to be inappropriate for a window covering by the Architectural committee nor fixtures or decorations shall be applied to the windows or doors of any dwelling.
2. **Windows.**
All window changes or replacements must be approved by the architectural committee. The following provides a guide of what may or may not be approved by the Board:
 - a. Replacement of windows, glass and frame, is the responsibility of the homeowner. In general, a wood framed window featuring one pane of clear glass will be in keeping with the architectural guidelines. The exterior molding should be 5/8" thick, 2 1/2" wide, cut square, with no round or fancy edges or bevels, and painted to match the stucco.
 - b. Installation of bay windows is not in keeping with the style of the Townhomes and will not be permitted so as to be visible to the common grounds. Bay windows on the first story overlooking the patio area may be allowed.
 - c. A skylight may be allowed provided it is a maximum of 4'x4' and the total number of skylights per unit never exceeds one.
 - d. Atrium windows which are visible from the common grounds may be permitted, providing they are custom fit to existing opening, neither over nor undersized; made with clear glass and the depth shall not exceed 16" from center of wall.
3. **Front Doors.**
In general, solid-core doors with fan-light (clear or etched) windows or solid-core doors with 6 panels or less will be in keeping with the design of the complex. Front doors must be painted with the same color and materials (brand and type) as the doors throughout the complex. All front door changes or replacements must be approved by the architectural committee.
4. **Patio Doors**
In general, replacing existing aluminum frame sliding glass doors with upgraded doors is in keeping with architectural guidelines; however, all changes or replacements must be approved by the architectural committee.
5. **Garage Doors/Garage-to-Patio Doors.**
All garage door changes or replacements must be approved by the architectural committee. Garage-to-patio doors must be replaced to code, however, the exact style is left to the discretion of the homeowner.
6. **Screen Doors.**
Screen doors are allowed provided the color is white or a light neutral color.
7. **In General.**
Homeowner shall not attach or fasten any object or supports to stucco, fascia, trim or other common property without Board approval.

8. **Conditions Not Included In the Architectural Standards.**
As mentioned earlier, the Board of Directors and the Architectural Committee each reserves the right to act and promulgate such additional architectural standards and guidelines as may be necessary to maintain and promote the architectural integrity of Yale Maintenance Association.
9. **Right to Adopt Additional Architectural Standards.**
The Architectural Committee may, from time to time, adopt and promulgate additional Architectural Standards to be administered through the Architectural Committee. Copies of such additional Architectural Standards, together with any rules or regulations adopted and promulgated by the Board of Directors and/or the Architectural Committee, shall be on file in the principle office of the Association.

F. Notice of Completion

1. Upon completion of any work for which approval has been given, the homeowner shall submit written notice of completion to the Committee. Within 60 days thereafter, a representative of the Committee may inspect such improvement. If the committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the homeowner in writing of such noncompliance within a 60-day period and require the homeowner to correct the matter.
2. If upon expiration of 60 days from the date of modification the homeowner has failed to remedy the noncompliance, the committee shall notify the Board of Directors of the Association in writing of such failure. After affording such homeowner notice and hearing, the Board shall determine whether there is a noncompliance of Article XII, of the CC&Rs and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the homeowner shall remedy or remove the same within a period of not more than forty-five (45) days from the date announcement of the Board ruling of noncompliance. If the homeowner does not comply with the Board ruling within such period, the Board may levy a Compliance Assessment against such Homeowner for the costs of removing or remedying such noncompliance.
3. All construction, alteration or other work shall be performed promptly and diligently as possible and shall be completed within thirty (30) days after the date on which the work commenced.

G. Enforcement Procedure

Discovery of Violation.

Any violation that is an alleged violation of the documents and rules of the association will be processed according to the procedures outlined herein.

In the event the Board of Directors files a Violation Report, the Board would act as follows:

1. Send a letter to the homeowner stating the alleged violation and date needed to remedy said violation.
2. Upon expiration of the remedy date, if violation still exists, a second letter will be sent stating that the failure to abide by the Association Rules and Regulations has imposed a hardship on the Association and the homeowner will be asked to attend a hearing with the Board Directors or its duly appointed Committee.
3. The homeowner will be notified as to the decision rendered by the Board of Directors as a result of the hearing. If the homeowner is found to be in violation of the Association's documents, the Board will either a. seek remedy by use of the legal system, b) apply monetary fines to the homeowner's assessment billing, c) choose to correct (or cause to be corrected) the violation and assess the homeowner for reimbursement of costs, or d) a combination thereof.
4. If the decision is to pursue a monetary fine system, Yale Maintenance Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Rules and Regulations, and Architectural Guidelines of the Association.

H. Fine Schedule

Should a violation occur which imposes financial obligation of the Association, the party responsible for said violation shall reimburse, by way of a special assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

1. Letter to homeowner stating alleged violation.
 2. Letter to homeowner stating alleged violation continues and requesting homeowner to appear before the Board of Directors.
 3. If result of the hearing is a monetary fine, a fine of \$50 will be applied to homeowner's account.
 4. Any fines not paid may result in legal action in accordance with California law.
 5. At any point, the Board may determine to use the legal system or cause correction of the violation to effect a remedy and the homeowner may be responsible for legal fees and or reimbursement of costs to the Association.
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NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Rules and Regulations, and Architectural Guidelines of the Association.

H. Fine Schedule

Should a violation occur which imposes financial obligation of the Association, the party responsible for said violation shall reimburse, by way of a special assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

1. Letter to homeowner stating alleged violation.
2. Letter to homeowner stating alleged violation continues and requesting homeowner to appear before the Board of Directors.
3. If result of the hearing is a monetary fine, a fine of \$50 will be applied to homeowner's account.
4. Any fines not paid may result in legal action in accordance with California law.
5. At any point, the Board may determine to use the legal system or cause correction the violation to effect a remedy and the homeowner may be responsible for legal fees and or reimbursement of costs to the Association.

I. Heritage Park Townhomes
Architectural Approval Request Form

Home Phone No: _____
Unit Address: _____ Work Phone No: _____
Assessors Parcel #: _____
Proposed Improvement: _____
Starting Date: _____ Completion Date: _____

The following information should be attached:

1. Detailed description of improvement.
2. Location of improvement, including placement of existing fixtures.
3. Elevations of proposed improvement relating to existing dwelling.
4. Material, manufacturer and color of improvement to be used.
5. All dimensions of improvement clearly labeled and scaled properly.
6. Signature below under of acceptance of responsibility.

Any request missing any of the above information, lacking sufficient information, or which is unclear will be denied and returned for additional information.

ACCEPTANCE OF RESPONSIBILITY

In making this architectural request, I understand that if it is approved by the Architectural Committee of the Yale Maintenance Association, I shall accept all responsibility for the improvement itself, its maintenance and repair, and removal, and the Board determine such action is necessary. I shall be responsible for the reparations should any damage to association or homeowner property occur as a result of this improvement. I shall hold Yale Maintenance Association harmless should the improvement be damaged or destroyed by any action, including, but not limited to, those of the Association, Homeowners or natural causes.

I shall be responsible for making sure the improvement is within current CC&Rs and Architectural Guidelines and will keep the improvement current with future Guidelines. I will include a copy of this agreement with all ownership transfer papers and inform future Homeowners of this acceptance of responsibility in perpetuity.

I shall not begin work before receiving a signed, approved copy back from the committee.

Signature: _____ Date: _____

Mail request to: _____ TRITZ PROFESSIONAL MANAGEMENT SERVICES, INC.
2589 McCabe Way, Suite 220
Irvine, CA 92614

Architectural Committee Use:

Date: _____ Officer: _____ Officer: _____

Property Management Representative: _____

Approved. Conditions of Approval: _____

Denied. Reason for denial: _____

J. Proceeding with an Architectural Improvement

Once the Architectural Committee has approved your proposal, it will be your responsibility to take the following steps to ensure community harmony:

1. You must have a signed copy of the Architectural Approval Request Form from the Board before beginning work. A verbal approval is not acceptable.
2. Notify your neighbors at least 48 hours and not more than two weeks in advance of the start date of your work. Include information on the type of work to be completed and noise or disturbances to expect.
3. Ask your workmen to park in your garage. Not more than one vehicle should be parked in the alley at a time. The vehicle, equipment, or supplies used by your workmen should not interfere with the ingress or egress of other Homeowners. Workers should be on hand at all times to move any equipment, supplies, or vehicles should the need arise.
4. Keep the Board or Property Management informed of any problems (with neighbors, noise, delays in work, etc.).

**I. Heritage Park Townhomes
Architectural Approval Request Form**

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

Assessor's Parcel #: _____

Proposed Improvement: _____

Starting Date: _____ Completion Date: _____

The following information should be attached:

1. Detailed description of improvement.
2. Location of improvement, including placement of existing fixtures.
3. Elevations of proposed improvement relating to existing dwelling.
4. Material, manufacturer and color of improvement to be used.
5. All dimensions of improvement clearly labeled and scaled properly.
6. Signature below under of acceptance of responsibility.

*Any request missing any of the above information, lacking sufficient information, or which is unclear will be denied and returned for additional information.

ACCEPTANCE OF RESPONSIBILITY

By making this architectural request, I understand that if it is approved by the Architectural Committee of the Yale Maintenance Association, I shall accept all responsibility for the improvement itself, its maintenance and repair, and removal, and the Board determine such action is necessary. I shall be responsible for the reparations should any damage to Association or homeowner property occurs as a result of this improvement. I shall hold Yale Maintenance Association harmless should the improvement be damaged or destroyed by any action, including, but not limited to, those of the Association, homeowners or natural causes.

I shall be responsible for making sure the improvement is within current CC&R's and Architectural Guidelines and will keep the improvement current with future Guidelines. I will include a copy of this agreement with all ownership transfer papers and inform future Homeowners of this acceptance of responsibility in perpetuity.

I shall not begin work before receiving a signed, approved copy back from the committee.

Signature: _____ Date: _____

Mail request to:
Yale Maintenance Association-C/O TPMS, Inc.

TRITZ PROFESSIONAL MANAGEMENT SERVICES, INC.
2569 McCabe Way, Suite 220
Irvine, CA 92614

Architectural Committee Use:

Date: _____ Officer: _____ Officer: _____

Property Management Representative: _____

____ Approved. Conditions of Approval: _____

____ Denied. Reason for Denial: _____