



---

# RULES & REGULATIONS

(Approved in principle 11/22/05 for member review.)

Adopted January 24, 2006

---

## Table of Contents

Article I	Purpose .....	2
Article II	Definitions.....	2
Article III	Owners, Residents, Guests and Tenants .....	2
Article IV	Ignorance of These Rules .....	2
Article V	Management Company .....	2
Article VI	Complaints .....	3
Article VII	Live In Harmony .....	3
Article VIII	Payment of Fees & Costs .....	3
Article IX	Owner's Responsibility .....	3
Article X	Dues & Assessments .....	3
Article XI	Architectural Restrictions .....	3
Article XII	Violation Procedure .....	4
Article XIII	Fine Schedule.....	5
Article XIV	Compliance with CC&Rs .....	5
Article XV	Pets .....	5
Article XVI	Vandalism .....	6
Article XVII	Use of Common Area .....	6
Article XVIII	Tennis Court Rules.....	6
Article XIX	Refuse & Recyclable Materials Containers.....	6
Article XX	Motor Vehicles; Parking.....	7
Article XXI	Contact Information .....	7

## Article I. Purpose

These Rules & Regulations supercede any prior Rules. The purpose and effect of these Rules is to assist and guide all Owners, Residents, and Tenants of Jasmine Street Homeowners Association (JSHOA) and their Guests. In the event of a conflict between these Rules & Regulations and the Bylaws and CC&Rs (Covenants, Conditions & Restrictions), the Bylaws and CC&Rs shall apply. These Rules & Regulations do not supercede or change the Bylaws or CC&Rs in any manner, but they are fully enforceable under the law. The primary purposes of the Rules & Regulations are to:

- Preserve the enjoyment of living in our JSHOA Community;
- Maintain the attractiveness of our JSHOA community;
- Protect and increase the value of the Owner's property.

## Article II. Definitions

**Board Member:** A duly elected or appointed member of the Board of Directors of the corporation known as Jasmine Street Homeowners Association.

**Common Area:** The common area consists of the tennis courts, basketball court, surrounding grounds and parking lots, streets and sidewalks, curbs, the wash, bridge, and all other Association property held in common by the owners through the Association.

**Guest:** A person who does not reside in a property located in the JSHOA Community but who is a Guest of an Owner or Resident.

**Owner:** The owner(s) of record of a property within the community known as JSHOA and governed by a community association named Jasmine Street Homeowners Association.

**Member:** The owner(s) of record of each property is/are considered one member, regardless of the number of owners of record of a single property. One vote per property is permitted. If a member owns more than one Lot within the Association, he or she is entitled to one vote for each property owned.

**Resident:** A person who resides in a property subject to the governing documents of the corporation known as Jasmine Street Homeowners

Association. Any violation by a Resident shall be deemed a violation by the Owner. A Tenant is considered a Resident.

**Tenant:** A person or persons who leases or rents a home or portion thereof from an Owner. Tenants may use the common areas. The Owner remains liable for any damages caused by a Tenant and for any violation by a Tenant of these Rules & Regulations.

## Article III. Owners, Residents, Guests & Tenants

These Rules & Regulations are intended to protect your rights and property values as an Owner as well as to promote the well-being and enjoyment of your home and neighborhood. All Owners are responsible for all actions by their family members, Guests, Residents, or Tenants. A violation by any Guest, Resident or Tenant is deemed to be a violation by the Owner, subjecting the Owner to enforcement actions, including assessment of fines. It is the Owner's responsibility to inform Guests, Residents, and Tenants of the Rules & Regulations and to ensure compliance. Owners are encouraged to provide a copy of these Rules to Tenants.

## Article IV. Ignorance of These Rules

Ignorance of these rules is no excuse. It is the Owner's responsibility to read and understand these Rules & Regulations and to ensure that the Owner's Guests are aware of and abide by these Rules & Regulations. If you do not understand something, it is your responsibility to seek clarification from the Management Company. To remain fully informed, Owners are encouraged to attend meetings of the Board of Directors, examine your billing statements for important messages, and to read the periodic newsletters.

## Article V. Management Company

JSHOA uses a Management Company to handle administrative matters. The name and address of the Management Company is on your billing statement. The Management Company is best equipped to handle questions and problems that you may have and should be contacted for any assistance that you require. Questions regarding specific application of these Rules & Regulations shall be directed to the Management Company. Include your name, property address, mailing address (if different), e-mail address if you have one, and work and home phone numbers. If Board action is needed regarding your request and a

regularly scheduled meeting is not scheduled within thirty days of the request, the Board may elect to schedule a meeting for the purpose of hearing the Owner's questions.

#### **Article VI. Complaints**

All complaints should be submitted in writing to the Management Company. All complaints about rule violations shall be kept confidential. Please make sure that any complaints or other correspondence is legible. It is important for proper procedures to be followed regarding complaints and this requires written documentation. Any unsigned correspondence will be ignored. If you feel something is important enough to complain about, please do so in writing, and include your name, address, and signature. Owners are encouraged to attend meetings of the Board of Directors to provide input on issues of concern to the owner.

#### **Article VII. Live in Harmony**

Residents shall exercise discretion, consideration, and common sense in all of their activities, so as not to disturb or impose upon the enjoyment of other Residents. Disorderly conduct, loud music or other sounds coming from a residence which disturbs the quiet enjoyment of other residents' homes are prohibited at all hours.

The following are also prohibited:

1. Excessive noise from any resident at any time which disturbs neighboring residents.
2. Disorderly conduct and/or loud or offensive noises or language in the common areas.
3. Activity which endangers life or property.
4. Commercial activity except as provided in the CC&Rs
5. Off-road vehicles, "go-karts," "pocket motorcycles."
6. Playing in or using the flood water drainage ditch areas and/or any easements.

#### **Article VIII. Payment of Fees & Costs**

California Civil Code provides that an association has the power to impose a monetary penalty on any association member for a violation of the governing

documents or rules of the association. Should a successful legal action be brought by the Association against a homeowner who has violated the provisions of the governing documents, the homeowner will be required by the court to pay attorney fees and costs.

#### **Article IX. Owner's Responsibility**

It is the sole responsibility of the Owner to inform Residents, Tenants and Guests of all Rules & Regulations and to ensure compliance. It is the duty of the homeowner to provide tenants with copies of the CC&Rs and all Rules and Regulations. The Owner is responsible for any and all damages or violation(s) caused by their Residents, Tenants or Guests. Any owners leasing or renting their Lot shall promptly notify the Association in writing of the names of all tenants and members of the tenant's family occupying such Lot, provide the make, model and license number of all residents' vehicles, a telephone number for the tenant, keep all information current, and provide the Association with a complete copy of the lease or rental agreement and any other information reasonably needed and requested by the Association. Any owners leasing or renting their Lot shall promptly notify the Association of the address and telephone number where such Owner can be reached.

#### **Article X. Dues & Assessments**

Please refer to the Association's Assessment Collection Policy. A copy may be obtained from the Management Company.

#### **Article XI. Architectural Restrictions**

Owners shall comply with the architectural control provisions of the CC&Rs.

1. Any proposed alteration, modification or addition to the exterior of a residence must be approved by the Architectural Review Committee (ARC), a committee constituted by the Board of Directors. A request to make any change must be in writing on the form approved for this purpose. Forms may be obtained from the management company. It is strongly recommended that owners DO NOT proceed, incur costs, or make financial commitments until approval is granted. The Association must respond to an architectural application and/or a request for reconsideration within thirty days of receipt.

All decisions on an architectural application will be made in a good faith manner, in writing, and if a request is denied, the denial will include a description of why the application was disapproved and the process for seeking reconsideration by the Board of Directors or the ARC.

The owner requesting an architectural change may appeal the decision of the ARC at an open meeting of the Board of Directors unless the denial was by the Board of Directors or a body that has the same membership as the Board of Directors.

2. No outbuilding, basement, shack, shed, or other temporary building or improvement of any kind shall be placed upon any portion of the properties, whether temporary or permanent. EXCEPTION: commercially available storage sheds may be erected on an Owner's property, provided that the shed:
  - a. is not placed in the property's side yard,
  - b. is not visible from the street looking through the side yard to the rear of the property, and
  - c. height is no greater than 12 inches higher than the existing fence or wall. No fence or wall may be modified to increase its height so as to purport to enable the placement of a taller shed.
3. No garage, trailer, camper, motorhome or recreational vehicle shall be used as a residence in the Properties, either temporarily or permanently.
4. No radio or shortwave station nor exterior radio or CB antennas of any kind shall be operated from any lot or dwelling.
5. No fence or wall shall be erected, altered, or maintained on any Lot in the Properties without prior approval of the ARC.
6. There shall be no interference with the established drainage pattern over any Lot within the Properties, unless an adequate alternative provision is made for proper drainage and is approved in advance by the ARC. All slopes or terraces on any Lot shall be maintained as provided thereon at the time such Lot is initially conveyed to a purchaser so as to prevent any erosion thereof upon adjacent streets or adjoining properties.

## Article XII. Violation Procedure

The following procedure will apply to all violations of the governing documents, including the Bylaws, CC&Rs, or Rules & Regulations. Owners may report violations to the Management Company by submitting a written notice describing the violation. The Management Company, or committee appointed by the Board, may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

The Board shall cause written notice of the violation to be given to the Owner. The notice will contain a description of the violation, instructions regarding response to the notice and correction of the violation.

If the violation continues or is repeated, the Board shall cause a second notice of the violation to be given to the Owner. The notice shall specify a date not less than fifteen (15) days after the date of the notice for a hearing before the Board. The hearing will be held in executive session if requested by the Owner, and the Owner will be allowed to attend the hearing.

At the hearing, the Board shall allow the Owner to present evidence and testimony as reasonable under the circumstances. If the Board concludes that the alleged violation occurred, the Board may do any or all of the following: impose monetary penalties, temporarily suspend voting and common area privileges for a period not to exceed thirty (30) days, or take any other disciplinary action permitted by the Governing Documents. However, no suspension imposed by the Board shall take effect sooner than five (5) days after the date of the hearing. The Board shall notify the Owner of any disciplinary action taken within fifteen (15) days of its decision.

If the violation continues, the Board may impose continuing fines and/or suspensions until such time as the matter is satisfactorily resolved.

If the violation continues, or is repeated, the Board may also refer the matter to the Association's legal counsel. If required by Civil Code §1369.510, et seq., alternative dispute resolution will be offered. Prior to filing suit to enforce any provisions of the governing documents, the Association or any homeowner may start an action by service of a Request for Resolution on the other party that

includes the following:

- (a) A brief description of the dispute.
- (b) A Request for Alternative Dispute Resolution.
- (c) Notification that the other party has 30 days to respond or the request is deemed rejected.
- (d) A copy of the application statutes.

If the other party agrees to Mediation, then it must be scheduled within 90 days, a mediator must be selected, and each side must bear their own costs of attorneys and the mediator.

If a lawsuit is filed, the Owner may be liable for the Association's legal costs and fees.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes

- (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring owners,
- (b) a traffic or fire hazard,
- (c) a threat of material damage to, or destruction of, the common area, or
- (d) a violation of the governing documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (i.e., parking violations),

the Board or its agents may undertake immediate corrective or disciplinary action and conduct a hearing as soon thereafter as reasonably possible, if either (1) requested by the offending owner within five (5) days following the Association's actions or (2) on its own initiative.

### Article XIII. Fine Schedule

The Association has no practical way of assuring compliance with the Rules & Regulations other than through the assessment of penalty fines. Prior to imposition of a fine, the Association will hold a hearing. Notice of the hearing will be sent by U. S. mail, at least 10 days prior to the proposed hearing date, to the owner's address of record on file with the Association and/or its agent. The Association may levy a fine against any Owner as a penalty for noncompliance with the governing documents, including these Rules & Regulations. A recurring offense is one that, after correction, is repeated. A continuing offense is one that continues without correction after notice to correct, e.g., an unauthorized architectural change.

First offense	Warning letter (see Art. XII)
Second offense	\$ 25 per offense
Third offense	\$ 50 per offense
Recurring offenses	\$100 per month for every month, or portion thereof, that the recurring offense continues
Continuing offenses	\$ 25 per day
Architectural offenses	\$100 per day

### Article XIV. Compliance with CC&Rs

Any alleged violation of the CC&Rs, these Rules & Regulations, or any other governing documents, shall be reported to the Management Company which shall investigate and report its findings to the Board of Directors. If the Board concurs that a violation exists or is likely to exist, the Board shall authorize the Management Company to send notice to the violating Owner by first class mail to remedy the violation within a specified period of time. If the Owner fails or refuses to remedy the violation, the Owner shall be subject to fine(s) in accordance with the Schedule of Fines set forth herein.

### Article XV. Pets

1. Residents are responsible for their pets. All pet owners must comply with City, County and State laws or regulations controlling health, number, and licensing of pets.
2. Barking or Menacing - Owners and/or Residents shall not allow a dog to bark, whine or howl in an excessive or continuous manner. Owners shall not allow any animal kept on their premises to engage in conduct that disturbs, or causes, or threatens to cause, bodily harm to any other person.
3. Running Loose - Owners and/or Residents shall keep animals in an enclosed yard unless on a leash held by a person capable of controlling the animal. Loose animals will be reported to the Animal Control department.
4. Defecation - Residents shall immediately clean up any feces deposited by Resident's dog(s) on any property, including common area, within the JSHOA. Residents shall, at least daily, clean any animal feces deposited in their own yards.

### **Article XVI. Vandalism**

1. Acts of vandalism to JSHOA property shall be immediately reported to the Victorville Police Department and to the Management Company.
2. Any vandalism resulting from an act of an Owner, Resident, or Guest, shall be deemed a violation of these Rules & Regulations, the procedures outlined herein shall apply, and the cost of the damages shall be assessed to the responsible Owner.
3. Vandalism against Association property or the common area caused by non-resident uninvited persons will be prosecuted to the fullest extent of the law.

### **Article XVII. Use of Common Area**

1. Hours of Use: 7 a.m. to 9 p.m.
2. Assumption of Risk. Owners, Residents and Guests using the common area do so at their own peril and the Association is not liable for any injury that may occur.
3. Persons using the Common Area shall clean up all litter resulting from their use.
4. Any damages resulting from use of the Common Area by an Owner, Resident or Guest, shall be assessed to the account of the Owner.
5. Wheeled toys or vehicles of any kind, including bicycles, rollerblades, roller skates, skateboards, and scooters shall not be ridden on the Tennis Court, Basketball Court, or landscaped common areas. Any damage caused by these activities shall be repaired at the expense of the Owner responsible for the damage.
6. The following are NOT permitted in any common area: open fires (except barbeques), illegal fireworks, firearms of any type (including BB guns).

### **Article XVIII. Tennis Court Rules**

1. The tennis courts are for the exclusive use of Owners, Residents, and Guests. An Owner must accompany a Guest user at all times.
2. The tennis courts shall not be used for sports or

functions without written permission of the Management Company, which shall consult with the Board of Directors on a case-by-case basis. The Board of Directors shall not unreasonably withhold permission if the event is compatible with protection of the tennis court surface and equipment.

3. Tennis shoes shall be worn at all times. No black-soled tennis shoes (unless the non-marking type) or hard-soled shoes are allowed on the tennis court.
4. The tennis court has a special surface that could be damaged. If this surface is damaged, the cost to refinish the surface shall be assessed to the Owner responsible. The following are not permitted on the tennis courts:
  - a. Food or drinks, other than water or sport drinks.
  - b. Pets.
  - c. Skates, skateboards, rollerblades, bicycles, scooters, or any wheeled toy or vehicle.
5. If the tennis court is in use and others want to play, playtime shall be limited to one hour.
6. Any tournament shall be approved in advance by the Board of Directors.
7. A key to the tennis court may be obtained from the Management Company upon payment of a deposit. The key is for the use of the Owner or Resident only and shall not be duplicated or lent to anyone.

### **Article XIX. Refuse & Recyclable Materials Containers**

Trash, litter, and other debris may not be permitted to accumulate on the properties.

Refuse and recyclable materials containers shall be placed at the street, not blocking access to mailboxes, no sooner than sundown of the day prior to scheduled collection, and shall be removed no later than sundown of the day of scheduled collection.

### **Article XX. Motor Vehicles; Parking**

1. All streets in the community are considered fire and emergency access roads. Vehicles may not be parked so as to obstruct access by emergency or fire apparatus. No vehicles may

be parked in such a manner as to obstruct access to any home or driveway. Double parking is not permitted.

2. Vehicles parked at the curb must face in the direction of traffic for side of the street on which the vehicle is parked.
3. The speed limit in the community is 15 miles per hour. All traffic control signs must be obeyed.
4. Vehicle painting, body work, major mechanical overhaul or repairs are prohibited.
5. Commercial trucks or vehicles in excess of ¾ ton are prohibited.
6. No vehicle may be parked within 15 feet of a residential mailbox at any time.
7. No trailer, boat trailer or other type of RV that is unattached to a towing vehicle may be parked in the properties at any time. Recreational vehicles may be parked a sufficient amount of time to load or unload, not to exceed twelve (12) hours. Violations of this rule may result in the vehicle being towed and/or the imposition of fines in accordance with these rules and regulations.
8. Parking is not permitted in designated “No Parking” areas or red-curbed areas.
9. Parking on the street is not permitted on street sweeping day during the time periods as set by the Board of Directors.

**Article XXI. Contact Information**

All contact with the Association is to be through the Management Company.



**Index**

Architectural Restrictions .....	3
Complaints.....	3
Compliance with CC&Rs .....	5
Contact Information.....	7
Definitions .....	2
Dues & Assessments .....	3
Fine Schedule .....	5
Ignorance of These Rules .....	2
Live In Harmony.....	3
Management Company .....	2
Motor Vehicles; Parking.....	7
Owner’s Responsibility.....	3
Owners, Residents, Guests and Tenants .....	2
Payment of Fees & Costs .....	3
Pets .....	5
Purpose.....	2
Refuse & Recyclable Materials Containers.....	6
Tennis Court Rules.....	6
Use of Common Area .....	6
Vandalism .....	6
Violation Procedure .....	4