



# **SONATA AT CANYON CREST MAINTENANCE CORPORATION**

## **Rules and Regulations and Information Handbook**

*May 1, 2005*

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## PREFACE

This handbook has been compiled by your Maintenance Corporation to outline the operating procedures of the Association and to provide other information about your Association's Common Areas. Living in a condominium can be a happy and rewarding experience, especially in as beautiful a community as:

## SONATA AT CANYON CREST

The purpose of your Association is to protect, maintain and enhance the Association's property while making condominium living a pleasant experience for everyone. The Association concept is an ingenious device for engaging able people to manage the community's assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the property, is retained by those with a vested interest in the community's welfare. A planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected, maintained and enhanced.

Each owner has received a copy of the Covenants, Conditions and Restrictions (CC&R's), Bylaws, Condominium Plan for the phase and Articles of Incorporation for the Sonata at Canyon Crest Maintenance Corporation. These are the governing documents along with the Rules and Regulations and Aesthetics Review Guidelines, which are periodically updated and distributed by your Board. Please become completely familiar with these publications, since they set forth in detail, the rights, duties and obligations of each owner.

These Rules and Regulations **supplement** the CC&R's.

**PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR  
FAMILY, GUESTS AND TENANTS UNDERSTAND AND OBEY  
THE RULES AND REGULATIONS ENTIRELY.**

If there are any questions, or if you do not have copies of the Association's documents, please contact the Management Company in writing at:

**Sonata at Canyon Crest Maintenance Corporation  
c/o Beacon Property Management, Inc.  
10300 Fourth Street, Suite 260  
Rancho Cucamonga, CA 91730**

In order to maintain a responsible and successful community, the governing documents must be observed. They ensure the enjoyment of our community.

## GENERAL INFORMATION

The purpose of your Maintenance Corporation is to operate and maintain the project and assets of the Association for the mutual benefit of all homeowners. Your cooperation is essential in order to accomplish these purposes, and common sense and consideration for your neighbors are the keys to its success.

Each homeowner is a member of the **SONATA AT CANYON CREST MAINTENANCE CORPORATION**, and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action has many rewards.

One is that the community continues to be a showcase long after all the homes are sold, because the quality of the community is preserved, maintained and enhanced.

The Maintenance Corporation is governed by a Board of Directors, which meets regularly to make decisions pertaining to Common Area matters.

Common Areas within the community include all space not designated as an individual unit and include such areas as common landscaping, buildings, driveways, streets, elevators, walkways, pool, exercise room, saunas, laundry rooms, barbeque area and recreational buildings. The responsibility of the Board is to protect, maintain and enhance all Common Area property.

## **COMMON AREA PROBLEMS**

To report problems related to the Association's Common Area (such as landscaping, recreational facilities, etc.) contact:

**Sonata at Canyon Crest Maintenance Corporation  
c/o Beacon Property Management, Inc.  
10300 Fourth Street, Suite 260  
Rancho Cucamonga, CA 91730  
(909) 941-9866**

## **ANNUAL MEETINGS**

The **Annual Meeting** of the homeowners shall be held within two weeks before or after the anniversary date of the first annual meeting.

**PLEASE PLAN TO ATTEND THE ANNUAL MEETING OF MEMBERS or SUBMIT YOUR PROXY.**

The voting Proxy and notice of date, time and location of **Annual Meetings** of homeowners will be mailed to all homeowners of record prior to the meeting. In order to establish a quorum so that business can be conducted, it is imperative that the homeowners either attend in person or submit their Proxy.

## **REGULAR BOARD MEETINGS**

Meetings of the Board are held at least **BI-MONTHLY** or as the Board determines.

Consultants have been employed to guide and assist the Board in fulfilling their responsibilities. Consultants are generally employed in the following areas:

- **Legal**
- **Finance**
- **Insurance**
- **Building Maintenance**
- **Landscape Maintenance**

During certain months of the year, each of the consultants will meet with the Board to review a particular topic to ensure that all Directors have a clear understanding of what needs to be done, and to ensure that the Association is operating well.

Homeowners will be notified of the date, time and location of all meetings of the Board and homeowners are encouraged to attend. With the exception of Executive Sessions, Regular and Special Meetings of the Board are open for observation to all homeowners. Homeowners who are not on the Board, however, may not participate in any deliberation or discussion unless so authorized by a majority of a quorum of the Board.

Homeowners may request the Board address a specific topic at their next meeting by submitting a letter to the Board requesting their item of discussion be placed on the Agenda. The nature of all business to be considered in Executive Session shall first be announced in an open session.

## **FINANCIAL AUDITS**

An independent financial audit is prepared at the end of each fiscal year and is mailed to the homeowners of record upon completion.

## **INSURANCE INFORMATION**

The Association complies with the Davis-Stirling Common Interest Development Act regarding the types of insurance it carries and will notice all owners regarding insurance coverage. All members will receive written notice of insurance coverage annually or if the Association's insurance coverage changes.

The Association carries property, general liability, and Directors and Officers liability insurance. Any Association member may upon request and payment of duplication charges obtain copies of those policies. Association members should consult with their individual insurance broker for appropriate additional coverage.

Association insurance covers the buildings, including interior walls, cabinets, and fixtures located within the Residential units. Homeowners are solely responsible for insuring any improvements or upgrades within their unit, including floor and wall coverings, personal belongings, contents, and personal liability.

## **ASSESSMENT PAYMENTS AND COLLECTIONS**

Assessment payments are the life-blood of any Community Association. The Association simply cannot protect the value of the owners' property unless it has funds to maintain the project. The only significant source of funds for the Association is the monthly assessment paid by all owners (the Association receives a small amount of interest income, and occasional income from other sources, but it is nominal). If assessment payments are not made, the Association cannot function.

The assessments that you pay are not actually "income" to the Association. Instead, this money is essentially held in trust to maintain the project on your behalf. While the Board of Directors has some discretion regarding Association funds, use of the funds is primarily regulated by law. Basically, the Association is required to evaluate the Common Area items it is required to maintain and set aside money for each item in a "reserve" account. The reserve accounts are funded monthly, so that when it becomes necessary to perform

maintenance such as painting, the funds are available. The Association has a professional consultant who reviews the reserves annually and makes recommendations for adjustments for inflation and other changes in costs.

Because assessments are so important, and since failure by any one owner to pay assessments is essentially paid by every other owner in the project, the Association has adopted a strict policy regarding assessment collection. In accordance with applicable laws, if you fail to pay your assessments, a lien may be filed against your property, your home may be sold in a foreclosure sale, you may be sued personally for the past due assessment, and your assets and wages may be attached to satisfy the debt. **If you anticipate a delay in any assessment payment, notify the Association** in advance by calling the Management Company. In addition, delinquent owners will be required to pay all costs of collection, including attorney fees.

## **DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS**

The following statement describes the Association's policies and practices in enforcing lien rights and other penalties for default in assessment payments as required by Civil Code Section 1365.D.

- **THE ASSOCIATION WILL SEND WRITTEN NOTICE WHEN ASSESSMENTS ARE DUE.**
  - **IT IS THE ASSOCIATION'S STRICT POLICY TO RECOVER ALL COSTS OF COLLECTION FROM THE DELINQUENT OWNER.**
1. All regular assessments are due and payable in advance, in equal monthly installments. Regular assessments shall be due and payable on the first day of each calendar month. In the case of a special assessment, payment is due on the date specified by the Board.
  2. Regular and special assessments are delinquent if not paid within fifteen (15) days after the due date. The Association may impose late fees up to 10% of the outstanding assessment, or \$10, whichever is greater.
  3. If assessment payments are not made within thirty (30) days after they have become due, the Association may impose interest charges on the outstanding assessment payments at the rate of up to 12% per annum.
  4. The Association will refer all past due assessments to its attorney for collection. Collection activity may include the filing of a lien against the delinquent owner's property and conducting a foreclosure sale to recover the past due assessments. The Association may also file a lawsuit against the owner who is personally obligated to pay the delinquent assessment and may enforce the judgment to collect the past dues assessments by attaching wages, bank accounts, and other assets.
  5. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled by law (Civil Code Section 1366(D)) and by the Declaration of Covenants, Conditions and Restrictions to recover the amount in default, as well as late charges, interest, and reasonable costs of collection, including attorney fees. Fees and costs incurred, which are in addition to the outstanding assessments, will not be waived.
  6. Payments received on delinquent assessments will be applied to the owner's account as covered by law and Association policy.
  7. If you have any questions regarding this policy, or if you anticipate any difficulty paying your assessments, you should contact the Board of Directors, in writing, at the following address:

**Sonata at Canyon Crest Maintenance Corporation  
c/o Beacon Property Management, Inc.  
10300 Fourth Street, Suite 260  
Rancho Cucamonga, CA 91730**

## **FIRE EMERGENCY EQUIPMENT**

Upon taking occupancy, **YOU** should set aside time to walk around and familiarize yourself with your condominium, the buildings and the community features. This will enable you to become more informed about the emergency equipment, gas, water, electrical devices and shut offs.

- **Upon move-in and periodically thereafter, you should test your smoke detector to make certain it is in proper working order.**

## **GENERAL RULES AND REGULATIONS**

## **INTRODUCTION**

The information contained herein is issued by the Board as authorized by the governing documents of the Maintenance Corporation. This is a **supplement** to the CC&R's and Bylaws. In the event of any conflict between these Rules and Regulations and the forementioned documents, the provisions of the CC&R's and Bylaws shall prevail.

The Rules and Regulations are intended as a guide to the conduct and activities of all homeowners, tenants, residents and their guests. Each owner or resident living within the community and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The community property falls under the jurisdiction of the City of Riverside and all Ordinances and Codes apply. Each unit shall be used for residential use. Units may be used as a combined residence and executive or professional office, so long as such use complies with the City of Riverside's Municipal Code, Title 17 (a) does not interfere with the quiet enjoyment by other owners, (b) does not include unreasonable visitations by clients, (c) is in compliance with the Zoning Codes of the City, and (d) is otherwise authorized by such California statutory or common law that may take precedence over City requirements and the CC&R's. No health care facilities operating as a business or charity and serving the sick, elderly, disabled, handicapped or retarded is permitted.

## **CHANGES IN RULES AND REGULATIONS**

The Board may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the community, for its care and cleanliness, and for the protection of the community's reputation. When notice of any such alteration, amendment, revocation or addition is given to any owner or resident it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Homeowners, including absentee homeowners, are responsible for ensuring their tenants and guests abide by these Rules and Regulations.

**HOMEOWNERS MUST PROVIDE A COPY OF THESE RULES AND REGULATIONS TO THEIR TENANTS.  
(Additional copies are available from the Management Company).**

## **OWNER COMPLIANCE**

Each owner, tenant or occupant of a condominium shall comply with the provisions of the CC&R's, the Bylaws, the Rules and Regulations, decisions and resolutions of the Association as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover damages for sums due or for injunctive relief.

## **VIOLATIONS OF THE RULES AND REGULATIONS**

It is the right and duty of each resident to report violations, in writing, to the Board via the Property Management Company. Indications of or actual violations will be brought to the attention of the owner and resident in writing by the Management Company following the policies established by the Board. For failure to correct the violation, the owner could be subject to a special assessment. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the violation will be the responsibility of the owner and they will be billed.

Please read these Rules and Regulations carefully. If you unknowingly break any rule, and the Property Manager or Director brings it to your attention, please respect their wishes, as they are acting on behalf of the Association. Please contact the Management Company if you have any further questions.

For corrective action, violations may be reported in writing to the Board by any owner or resident through the Management Company.

## **ENFORCEMENT OF RULES**

One of the primary functions of the Association is to ensure that the policies and procedures set forth in the Governing Documents, including these Rules and Regulations, are observed by all owners and tenants. The objective of enforcement of the Rules and Regulations is to preserve the value of the project, as well as to ensure that owners and tenants are treated fairly, and that everyone knows the enforcement procedure.

The Association will make an effort to identify violations of the Rules and will notify owners in writing if a violation is observed. Owners are encouraged to report any violations that are observed, since violations of the Rules ultimately become an expense to all owners. In the vast majority of cases, a simple reminder or courtesy notice is all that is necessary to resolve the violation.

In the unusual instance when a violation of the Rules cannot be easily resolved, the Association has adopted a strict policy of uniform, consistent enforcement of all violations that are brought to the Association's attention. Since violation enforcement is a cost that is

borne by all of the owners in the project, the Association will make every effort to recover the costs of enforcement from the owner involved.

## **GOVERNING DOCUMENTS ENFORCEMENT POLICY**

The following describes the enforcement procedures that will be followed in response to a violation of the Governing Documents. To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among owners.

1. If you are thought to be in violation of the Rules of the Association, the Board of Directors will send you a courtesy notice notifying you of the violation, and asking you to correct the problem.
2. If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the Board of Directors will send a second letter, this time by certified mail, asking again that you correct the violation.
3. If the violation is still not corrected within ten (10) days of the second written notice, you will receive a notice from the Association stating that the matter has been turned over to the Association's attorney. Once referred to the Association's legal counsel, there will be attorney's fees, which you will be required to pay.
4. For any activity or condition which the Association considers to be a threat to the health or safety of other residents, the Association may take immediate action to alleviate the health and/or safety concern and then give notice of the violation. Penalties may also be imposed against an owner, including fines and suspension of your rights. The following procedural safeguards will be utilized, as applicable, before penalties are to be levied by the Association.
  - (a) Before disciplinary action is taken by the Association, you will receive written notice of the violation. You will receive this notice at least 15 days before disciplinary action is taken. You will receive notice either by personal delivery or by first-class or registered mail. Notice by mail will be sent to your address that appears on the books of the Association (where assessment notices are sent).
  - (b) Before disciplinary action is taken, you have the right to be heard on the matter, unless an immediate safety issue is involved. In other words, you have the right to discuss the matter with the Board of Directors at a Board meeting. Or, you may submit a written statement to be considered by the Board. You have the right to be heard at least five (5) days before any disciplinary action may be taken.
  - (c) Following notice and the opportunity for a hearing, the Board will vote to determine whether disciplinary action should be taken. The Board will vote on the issue even if you fail to attend the hearing and fail to submit a written statement, and will reply to you in writing.

## **ALTERNATIVE DISPUTE RESOLUTION**

1. In the event that it becomes necessary, the Association or any owner has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&R's, as well as these Rules. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.
2. Currently, according to California law, most disputes between owners and the Association involving the Governing Documents must be submitted to alternative dispute resolution (such as mediation or arbitration) before a lawsuit may be filed. The Association distributes notice of the requirements for alternative dispute resolution annually to all of the owners.
3. If you have any questions regarding this policy, you should contact the Association at the following address:

**Sonata at Canyon Crest Maintenance Corporation  
c/o Beacon Property Management, Inc.  
10300 Fourth Street, Suite 260  
Rancho Cucamonga, CA 91730**

## **OWNER'S RESPONSIBILITIES**

Each Owner shall have the right, at the Owner's sole cost and expense to:

1. Make any improvement or alteration within the boundaries of such Owner's Units that do not impair the structural integrity of mechanical systems or lessen the support of any portion of the Common Area.
2. Maintain, repair, repaint, paper, panel, plaster, tile and finish the interior surfaces of the ceiling, floors, window frames, trim, door frames and perimeter walls of the Unit and the surfaces of the bearing walls and partitions located within the Unit and to substitute new finished surfaces in place of those existing on said ceilings, floors, wall, and doors of the Unit. For installation of floor surfaces separating Units, a sound control underlayment shall be installed as required by the Aesthetics Standards and must be approved in writing by the Aesthetics Committee.
3. Modify Unit to facilitate access for handicapped/disabled persons pursuant to California Civil Code 1360 (a) (2).

Each Owner shall, at his sole cost and expense, maintain and repair the following in a safe, attractive and neat manner consistent with the highest standards of the surrounding properties:

1. All doors, attached to the Unit, whether interior or exterior, glass or otherwise, and windows, including the metal frames and tracks of the doors and windows, and hardware attached, and all other screens enclosing openings to the Unit; provided that painting or replacement of exterior doors and windows shall require the prior approval of the Aesthetics Committee.
2. The interior of the Owner's Unit, including the interior surfaces.
3. All appliances whether "built-in" or "free-standing" within the Unit.
4. Except for the utility facilities to be maintained by the Association, each Owner is responsible for the maintenance, repair and replacement of the plumbing, heating, ventilating and air-condition systems, which service each Owner's Condominium. This includes air-conditioning compressors, television and cable equipment, wires and connections, telephone wiring and all appliances, equipment and fixtures, lighting fixtures (including light bulbs), provided these systems are used or operated exclusively by such Owner and not in common.
5. General maintenance and cleaning of the interior (or inside-facing) surfaces of any balcony and patio exclusive use common area that is appurtenant to the Owner's Unit, including any interior facing wood or stucco railings, fences, walls and flooring of the balcony and patio.
6. Maintenance, repair and replacement of the lighting fixtures (and light bulbs) and other fixtures, including lighting fixtures located at the patio/balcony to a Unit, provided such fixtures and appliances are not used in common with other Owners, in which case the Association will be responsible.
7. Except in emergency situations, the replacement of exterior fixtures, appliances, doors and equipment require the prior approval of the Aesthetics Committee. In the case of emergency replacement of the items specified above, the Owner must take reasonable measures to conform to the overall scheme of the Project, and subsequently replace such items if directed by the Board or Committee.
8. Each Owner is responsible to see that the assigned Vehicular Space is kept clean and free from excessive grease and oil spills. There is no storage permitted.

## **COMMON AREA**

The term "Common Area" as used in this section shall mean the portion of the Common Area which is the responsibility of the Association to maintain.

## **USE OF ASSOCIATION PROPERTY**

Except as otherwise provided in the CC&R's, the Association Property shall be improved and used only for the following purposes:

1. Affording vehicular passage, temporary and emergency parking, and pedestrian movement within the Project, including access to the Units.
2. Recreational use by the Owners and Occupants of a Dwelling and their guests, subject to regulations adopted by the Directors.
3. Beautification of the Association Property and providing privacy to the residents of the Project through landscaping and such other means as the Board or its delegated committee shall deem appropriate.



4. Parking of automotive passenger vehicles in areas provided as may be designated and approved by the Board by such persons, upon terms, conditions and fees as may be determined by the Board.
5. Exclusive Use Areas are to be used in the manner described in the CC&R's. Nothing contained in the use should allow persons other than the Owner of a Unit to which an Exclusive Use Area is appurtenant (or his invitees) the enjoyment and use thereof.
6. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes permitted.
7. No part of the Common Area shall be used for storage purposes without the prior written approval of the Board.
8. No personal property (i.e. shoes, clothing, water bottles, furniture, etc.) may be left or stored in the Common Area outside of any residence.
9. No part of the Association Property shall be used for any purpose or in any manner which shall cause any structure in the Project to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form or cause any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal or which would result in any increase of the Association's insurance premiums.
10. The Association reserves the right and easement to enter onto the Common Area for purposes of inspecting and documenting the level of maintenance and physical condition of the Common Area.
11. Common Area equipment, i.e., time clocks, watering systems, etc., are to be adjusted and set by **authorized personnel only**, to avoid breakage.
12. Nothing in the Common Area, which is the maintenance responsibility of the Association, shall be altered, constructed or removed, except upon prior written consent of the Board.
13. Each Owner is legally liable to the Association for any damages to the Common Expense Area or any improvements that may be sustained by reasons of the negligence of the Owner or Guests.
14. **SONATA AT CANYON CREST MAINTENANCE CORPORATION is not responsible for any items lost stolen or damaged in the Common Area.**

## **EXCLUSIVE USE COMMON AREAS**

Each Owner is entitled to use any Exclusive Use Area appurtenant to the Owner's Unit for usual and ordinary purpose for which such area was designed. The right to use an Exclusive Use Common Area should be exercisable only by the Occupant or Owner's invitees. Conveyance of a Unit includes the conveyance of all Exclusive Use Common Areas. No Exclusive Use Common Area or rights can be transferred or conveyed apart from the Unit. Except as provided in this section, no Owner has the right to paint, decorate, remodel or alter any Exclusive Use Common Area or any other part of the Association Property without the prior written consent of the Aesthetics Committee.

## **USE OF EXCLUSIVE USE COMMON AREAS**

1. Each Owner is entitled to the use of Balcony and Patio Exclusive Use Area, if any, which is appurtenant to the Owner's Unit for balcony purposes. Balconies and patios may not be used for storage.
2. No spas (e.g. Jacuzzi Spa) shall be placed or used on any balcony or patio.
3. No draping of towels, carpets, laundry or other articles over the railings or walls of any balcony or patio is allowed.
4. No bicycle can be placed on a balcony or patio, if it can be seen from street level within or outside the Project.
5. No barbecues can be placed on balconies or patios.
6. The Aesthetics Committee has the right to restrict or prohibit any items from being placed on a balcony or patio which is within view of other Owner(s) and the Aesthetics Committee deems to be unattractive or a nuisance.
7. The Association reserves the right and easement to enter into the Exclusive Use Common Areas (patios and balconies) for purpose of inspecting the condition of these areas and performing maintenance or repair to building and structures.
8. Should landscaping be placed on a balcony or patio, the Owner must take adequate steps to capture water from the plants and to prevent damage to improvements or unsightly conditions. Catch basins or saucers must be placed under all potted plants to prevent water from reaching the balcony.
9. No items of any type (including potted plants) may be placed top of any fence or railing or be allowed to grow on the exterior of a balcony or patio railing, fence, wall, or portions of the Building. Each Owner is responsible to pay for any repairs caused by placing landscaping (including potted plants) in the Exclusive Use Area.

10. Wind chimes may be used in a manner that does not disturb or annoy other residents or affect the structure.
11. Shade umbrellas on patios or balconies **must** blend with the earth tones of Sonata at Canyon Crest and should be of a solid color.
12. Patio shades must be approved by the Aesthetics Committee.
13. Each Owner has the right to use such Owner's Parking Space only for the parking of vehicles.
14. Each Owner assumes all risks which may result from Improvements such Owner makes to his or her Exclusive Use Area.

## **USE OF LIVING UNITS**

1. Each living unit shall be improved, used and occupied for Single-Family residential use. Single-Family means one or more persons each in relation to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not related, inclusive of their domestic servants, maintaining a common household Unit. No business, commercial, manufacturing, mercantile, vending, occupation, profession, trade or other non-residential use shall be conducted within the Project. This does not preclude professional and administrative occupations without external evidence, as long as occupations are in conformance with all applicable regulations and are merely incidental to the use of the Unit as a residence, and as long as it does not interfere with other Owners use and enjoyment of their Units.

## **DESTRUCTION OF PROPERTY - HOMEOWNERS LIABILITY**

1. The Owner of each Unit shall reimburse the Association for all damages to the Association Property or to any improvements (including but not limited to buildings, recreation facilities and landscaping) or to any wall or fence adjacent to the Common Area caused by such Owner, their guest or any occupant of the Owner's Unit.
2. Each owner shall be responsible for the actions of their tenants, guests, lessees and all occupants of the condominium, for compliance with the provisions of the CC&R's, Articles, Bylaws and Rules and Regulations of the Board.

## **ENVIRONMENTAL CONTROL**

1. Please be considerate of those living close to you and keep noise levels as low as possible. Excessive noise making, running, horseplay, etc. are prohibited.
2. It is the responsibility of residents to see that their household members or guests do not unnecessarily disturb other residents. Common Areas are not to be used for skating, skateboarding, bicycling or games in general or activities (as determined by the Board) that generate noise that can easily be heard within residences. Non-obtrusive commercial services, such as carpet cleaning or carpet laying, may be performed from 8:30 a.m. to 5:00 p.m. during weekdays and from 9:00 a.m. to 5:00 p.m. on Saturday. Loud commercial and/or construction services may be performed from 8:30 a.m. to 5:00 p.m. during weekdays and from 9:00 a.m. to 5:00 p.m. on Saturday.
3. Radios, stereos, televisions, musical instruments, party activities, repeated false alarms from car alarms and other noise sources must be restricted at all times to a level that is not disturbing to other residents, as determined by the Board. Any activity, which constitutes disturbing the peace or creating a nuisance, as determined by the Board, is prohibited.
4. No clothing, household fabrics or other unsightly articles 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, Common Area or public areas. No exterior clotheslines are permitted.
5. There shall be no exterior fires whatsoever except gas barbecue fires contained within receptacles designed for such purposes, which are located in the common area.
6. No noxious or offensive activity shall be carried in any Condominium, or on the Association Property.
7. No person(s) shall discharge into the Association's sewer system or storm drain any toxic or noxious matter as to be detrimental to or endanger the public's health, safety or welfare. The owner or resident is liable under state and federal law for clean-up or for damage to neighboring property as a result of such activity.
8. No odor shall be permitted to arise from any Condominium which renders the Condominium or any portion thereof unsanitary, unsightly or offensive to any portion of the Project or to its occupants.
9. Residents shall not use balconies, patios or windows to enter or exit their condominium, except in emergencies.

10. No power equipment (other than "hand-held" power tools) or other similar apparatus may be used in the Project, except with the prior written permission of the Board, who, in deciding when to grant such approval, consideration is given to the effect of noise, air pollution, dirt or grease, fire hazard, interference with radio, television, and/or computer receptions and similar objections. The use of any power equipment authorized by the Board may only be conducted between the hours of 8:00 a.m. and 5:00 p.m., except in the case of an Emergency.
11. No wearing apparel, garments, linens, towels, laundry or like, or equipment shall be kept or maintained on a patio or deck.

## **RENTAL AND LEASE REQUIREMENTS**

1. Each owner shall have the right to lease their living unit. Unless the owner remains in occupancy, the lease must be for the entire condominium and it should include the unit and its appurtenant Exclusive Use Areas. No lease shall allow the tenant to forfeit the use of the Exclusive Use Common Areas.
2. The lease must be in writing and a copy needs to be provided to the Association.
3. No lease shall be for a period less than thirty (30) days.
4. No lease shall relieve the owner from the obligation to pay assessments in accordance with the CC&R's.
5. All leases should be subject in all respects to the provision of the CC&R's, the Bylaws and the Rules and Regulations of the Board, and failure to comply with the provisions of these documents shall be a default under the lease. It is the responsibility of each owner to provide tenants with copies of the Sonata at Canyon Crest Maintenance Corporation Rules and Regulations and Information Handbook, and to counsel tenants regarding compliance to these documents. The owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of these regulations pursuant to the occupancy and use of the condominium.
6. Owners are held responsible for the actions and behavior of their tenants and guests and are financially liable for damage to the Common Area and equipment, and for violations of the Rules and Regulations.
7. Owners must notify the Management Company of the lease of their unit by providing a copy of lease no later than 10 days after entering into the lease. They must also provide the tenant's name, names of all occupants of the unit, unit phone number, along with an address and phone where the owner can be reached.

## **SWIMMING POOL**

The recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. The owners are held responsible, both financially and personally, for any damage or misconduct attributable to their tenants and guests. Owners transfer all rights to use of recreational facilities when their units are occupied by tenants.

- **THE ASSOCIATION DOES NOT PROVIDE ANY TYPE OF LIFEGUARD OR SUPERVISORY SERVICE.**
  - **ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK AND RESPONSIBILITY.**
  - **THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.**
  - **LIFE SAVING EQUIPMENT IS FOR EMERGENCY USE ONLY.**
1. Pool hours are from **7:00 A.M. - 10:00 P.M. Monday through Sunday**
  2. Guests must be accompanied by a resident at all times when using the facilities.
  3. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited, including running, pushing, cannon balling, splashing or boisterous behavior in the pool area. Radio volumes and voices should be kept at a minimum level.
  4. No glass of any kind will be permitted within the pool confines. Plates, drinking glasses or other such items must be unbreakable. This includes lotion bottles or drinking tumblers.
  5. Any and all trash or waste is to be deposited in the receptacles provided. Please dispose of all waste items appropriately.
  6. Usual and customary swimming attire is required. No cut-offs, shirts, shorts, etc. Toddlers and infants must be in swim diapers.
  7. Individuals or groups must NOT occupy the pool or adjoining areas to the effective exclusion of others.

8. Because of the danger it presents to the equipment, no styrofoam object, inflatable toys, sports equipment, hair pins or clips are to be used or worn in the pools, except for water safety devices.
9. Towels, clothing, etc. must be removed from the pool area when exiting.
10. Replacement keys are \$50.00 and can be obtained from the Management Company.
11. It is the responsibility of each resident to ensure that children under the age of fourteen (14) are at all times under the direct supervision of a designated responsible adult (18 years of age or older) while in the pool areas. Children will adhere to the same standard of behavior as an adult.
12. Throwing non-floating items, such as rocks, marbles, coins and like items into the pool is prohibited.
13. Animals are not allowed in the pool area at any time, except Seeing Eye dogs, personal service dogs, or other such trained animals.
14. Persons with open wounds, skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease are not permitted in the pool.
15. Persons using suntan lotion may not enter the pool unless they remove any excess lotion.
16. Adjustment of any control regulating the pool, lights or other common service is **PROHIBITED**. Upon arrival of the pool maintenance crew, those present are asked to temporarily vacate the pool area until cleaning is completed.
17. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pool. Persons observed doing so will be assessed for the draining, cleaning, refilling and other costs incurred due to pool damage.
18. All posted regulations must be obeyed. Anyone not abiding by the above rules may be asked to leave the pool area by any member or the Property Management Company.

## **FITNESS CENTER**

Fitness Center Hours are daily from 6:00 A.M. to 11:00 P.M.

Moneta at Canyon Crest Fitness Center is for the exclusive use of its Owners, Residents and their Guests. Owners or Residents must accompany their Guests to the Fitness Center, even if the Owner will not be using the equipment. You may ask to see somebody's Medeco key for identification as a Resident or Guest.

1. Children under the age of 14 must be under the direct supervision of a designated responsible adult (18 years of age or older) when using the fitness equipment.
2. Glass containers are not permitted in the Fitness Center at any time.
3. Radios and/or cassette players are permitted. However, please be considerate of the noise level when others are working out at the same time.
4. Dropping the weights is not permitted; this could cause damage to the machines, and is very loud and annoying to others. Any relocation of the fitness equipment is prohibited.
5. No pets or other animals, except Seeing Eye dogs, personal service dogs, or other such trained animals, are permitted in the Fitness Center at any time.
6. Please bring a towel at all times when using the fitness equipment. For health and sanitary reasons, anyone using the fitness equipment must wipe off the equipment after each use.
7. Please try to keep the doors to the Fitness Center closed at all times. If it is necessary to open the doors, **please make certain that all doors are closed and locked prior to leaving the room. Please switch off the lights when you leave the facility.**
8. If there are others waiting to use the equipment, consider taking turns. Please be courteous and considerate to others while using the fitness equipment.

**SMOKING IS PROHIBITED IN THE FITNESS CENTER.**

## **RECREATION ROOM**

1. The Recreation Room is for use of Sonata at Canyon Crest residents only. Be courteous and respectful of the condition in which you leave it. You are responsible for your guests and their actions. All applicable State, County and Local Laws and Ordinances must be obeyed.
2. The contents and furnishings of the Recreation Room is Common Area property, so please take care of all the equipment and report any damage or breakage to the Management Company.
3. Any person under the age of 18 must be accompanied by an adult.
4. No pets are allowed except Seeing Eye dogs, personal service dogs, or other such trained animals.
5. Smoking is not permitted in the Recreation room.
6. Please keep the facilities clean.
7. Posting of signs or notices is not permitted.
8. No general invitation parties may be given. Guests must be known to the party giver.
9. If music is included in the party's plan, it must not create a nuisance to any residents.
10. The Recreation Room may not be used for any commercial, religious or partisan political activities. Gambling or other illegal activities are not permitted.
11. The host or hostess is held responsible for the proper conduct of his/her guests.
12. The unit owner is liable for any damage caused and is bound by the Rules and Regulations.
13. In case of continued or flagrant violations, the Board of Directors may impose monetary penalties, suspend use of the facilities and seek legal remedies in the courts at the owner's expense.
14. The pool and other recreational facilities cannot be reserved for private parties at the exclusion of other members and guests.
5. The Association has the right to refuse the use of the Recreation room for any party or gathering.

## **RECREATION ROOM RESERVATION RULES**

The Recreational Facilities are for the use and enjoyment of all our residents and their guests. The following Policy was instituted to permit residents to host an occasional party in the Recreation Room, while maintaining full consideration of the residents who live close by.

1. Residents (Owners and Tenants) who wish to use the Recreation Room for parties must request permission from the Association's Board at least two (2) weeks in advance, giving the Board and Management Company adequate time to review and respond to the request. Requests are to be made in writing to the Management Company providing specific details about the party, and completing and signing the "**Agreement for Use of Recreation Room Facilities for Private Party**" (page 22), which will be provided by the Management Company. In the case of tenants, a copy of the completed "**Agreement**" will be sent to the Unit owner as a courtesy notification of the Board's approval of the party.
2. Hours: Parties must end by 10:00 p.m. on Sundays through Thursdays and 12:00 midnight on Fridays and Saturdays. Music and conversation must be kept to a level that does not disturb the neighboring units. It is the hosting resident's responsibility to make sure the party remains under control at all times.
3. Regular Pool Rules apply, **including no glass bottles or other glass containers are permitted in the pool & patio area**, no barbecues permitted in the pool area or at the Clubhouse. Decorations, such as balloons and table arrangements, and use of additional tables and chairs are permitted. **REMINDER: The pool closes at 10:00 p.m.**
4. Exclusive use of the pool facilities for the party is **NOT PERMITTED**. During the time of the party, other residents must have full access to the pool facilities.
5. **Parking for guests:** There are no guest parking spaces.
6. You are responsible for cleaning up the Recreation room and pool/spa area after your party and leaving it in good condition for the enjoyment of your fellow residents. **This includes vacuuming the Recreation room. Clean up must be completed within 24-hours of the use of the facilities.** Overflowing trash cans with food and beverage encourages ants and other pests,

so we ask that you bring your own trash bags, bag and tie all trash, and place the trash in the appropriate dumpster area.

7. A \$100 security deposit is required upon approval of the party. The deposit is fully refundable, unless it is necessary to pay for cleaning services or some type of damage occurs, necessitating repairs or replacement. Charges for additional damages will be assessed to the resident's unit.
8. Alcohol/Insurance Coverage: Alcohol is permitted. A bartender may serve alcoholic beverages, but you may not charge guests for the beverages.

**The Owner/Tenant must provide a copy of their Owner's or Tenant's Insurance Declarations page reflecting a \$300,000 minimum liability coverage amount.**

## **RESPONSIBILITY FOR PETS**

1. Usual and ordinary domestic household pets may be kept by the Owner provided they are not kept, bred or maintained for any commercial purpose and are kept under reasonable control at all times.
2. An Owner may keep and maintain any number of aquarium-type fish, provided that the Owner review and consider the structural load limits and internal drainage pertaining to the unit and the proposed site of installation of an aquarium prior to filling the aquarium(s) with water.
3. All dogs must be restrained on a leash by a person capable of controlling the pet at all times when in the Common Areas. Under no circumstances may pets be allowed to run free or be tied up to any trees, stakes, any exterior building structures or balconies of a condominium.
4. All pets kept within the Association should have a current license and name tag. Loose, unattended pets without a name tags will be reported to the Animal Control Department for pickup.
5. Residents who are disturbed by any loose and/or unattended animals which threaten others, make excessive noise, and/or cause a disturbance, are urged to first contact the owner and, if unsuccessful, to report such disturbance in writing, as soon as possible, to the Management Company or to the Animal Control Department, providing breed, color, time and location of occurrence and the owner's name and address, if known.
6. The Board reserves the right to control and have removed any pet which becomes a nuisance.
7. Homeowners with pets are responsible for personal injury or property damage caused by their pets and they are responsible to clean up after their pets.
8. Pets are not permitted in the recreation areas at any time, except Seeing Eye dogs, personal service dogs, or other such trained animals.
9. No dog whose prolonged barking (or other prolonged noise-producing pet) unreasonably disturbs other Owners or occupants will be permitted to remain in the project.
10. Owners are allowed to have a limit of two (2) dogs weighing no more than sixty (60) pounds each per condominium residence.

## **VEHICLE AND PARKING REGULATIONS**

Parking is very important in the Sonata at Canyon Crest Maintenance Corporation. Each Unit is provided one (1) parking space. There is no guest parking.

### **PASSENGER VEHICLES AND TRAFFIC**

1. The California Vehicle Code is applicable in its entirety to all vehicles, streets, driveways, and parking areas in the project. Violation of any Vehicle Code section shall be considered a violation of these Rules.
2. No vehicle shall be operated in an unsafe manner.
3. Pedestrians always have the right of way. Please yield to pedestrians, children at play, etc.
4. Authorized vehicles include: standard passenger vehicles, including without limitation automobiles; passenger vans designed to accommodate ten (10) or fewer people; motorcycles, provided that they are operated at noise levels not exceeding 45 decibels; and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized vehicles also include automobiles, passenger vans and pick-up trucks which are used both for business and personal use and have signs or markings of a commercial nature, provided that signs or markings are unobtrusive and inoffensive as determined by the Board.

5. Prohibited vehicles include: commercial vehicles, including, but not limited to: stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks; but excluding those commercial vehicles described above as authorized vehicles; buses or vans designed to accommodate more than ten (10) people; vehicles having more than two (2) axles; trailers (including horse trailers), trailer coaches; recreational vehicles, campers, or pickup trucks with a camper shell that is higher than the cab or longer than the factory bed; noisy (in excess of 45 decibels) or smoky vehicles; parts of vehicles; aircraft; or other vehicles or vehicular equipment deemed a nuisance by the Board. Temporary parking of the prohibited vehicles is permitted when: vehicles belonging to residents and/or their invitees are used for purposes of loading and unloading only; delivery trucks, service vehicles and other commercial vehicles are furnishing services to the Association, Owner or Resident and they are for loading and unloading only and the temporarily parked vehicle does not remain within the Project overnight.
6. Restricted vehicles include: all-terrain vehicles (ATV), boats, boat-trailers, golf carts, inoperable vehicles, vehicles from which essential or legally required operating parts are removed, unlicensed or unregistered vehicles. Restricted vehicles are permitted within the project when: they are parked within an Owner's Parking Space with the doors fully closed (except for immediate transport and conveyance purposes along the driveway or into or out of a parking space and no parking of a restricted vehicle within a parking space will require an Owner or Resident to park his or her authorized vehicle outside of that space.
7. The careless or reckless operation of any vehicle in the project is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle must fully reimburse the party suffering the damage, including reimbursement to the Association for any damage to the Common Area.
8. Unlicensed vehicles may not be operated anywhere in the project.
9. Vehicles that are unusually loud must be operated at low engine speeds.
10. Frequent, routine or long-term guests and routine sleep over guests are requested to use city street parking.

## **PARKING**

1. Except for the purposes of temporary parking, Owners and Occupants must use their parking space for parking of their authorized vehicle.
2. Vehicles shall only be parked on paved parking areas. Any vehicle parked partially or entirely on any non-paved surface or in an unauthorized or non-designated location may be towed without notice at the owner's expense.
3. No Owner or Occupant should block or impede access of fire fighting equipment to or through the driveways and fire hydrants, if any, within the Project.
4. Owners and Occupants shall use their respective parking spaces for overnight parking of their authorized vehicles.
5. Parking spaces cannot be converted into any other use (such as a storage area) that would prevent its daily use for parking the number of vehicles the parking space was designed to contain, except with the written approval of the Aesthetics Committee.
6. Except with the prior written approval of the Board, no vehicle maintenance, servicing, repairing, assembling, disassembling, modifying, restoring, other than emergency work, is permitted in a parking space or any where else in the Project. The Occupant may wash or polish his or her own motor vehicle only in designated areas. Owners may perform emergency repairs only as may be necessary to move the vehicle and no emergency work is permitted for more than a continuous period of twenty-four (24) hours. Emergency repairs shall not include ordinary maintenance such as oil changing, etc.
7. Each authorized vehicle that is owned or operated within the project shall be parked in the parking spaces of that owner to the maximum extent of the space available for parking.
8. No vehicle shall be parked in a manner which blocks the approach to any Unit within the project or which blocks or obstructs any part of any sidewalk or any parking space occupied by another vehicle. Such vehicles shall be towed without notice per Vehicular Code Section 22658.5.
9. Any vehicle within the community parked in violation of the CC&R's or the Rules may be removed in accordance with the provisions of the California Vehicle Code 22658.2 and in accordance with City ordinances.
10. The Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a handicapped space without a proper placard, blocking trash dumpsters or in a manner which interferes with any entrance or exit from the Project or any Condominium Unit, parking space or driveway.
11. The Association will not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this section or any damage to the vehicles caused by the removal, unless the damage resulted from the intentional or negligent act of the Association or any person causing the removal of the vehicle.

12. Each Owner is responsible to see that his or her assigned parking space is kept clean and free of excessive grease and oil spills.

ALL PARKING IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA, THE ORDINANCES OF THE CITY OF RIVERSIDE, THE CALIFORNIA VEHICLE CODE § 22658.2, THE COVENANTS, CONDITIONS AND RESTRICTIONS OF SONATA AT CANYON REST MAINTENANCE CORPORATION, AND THE RULES AND REGULATIONS OF SONATA AT CANYON CREST MAINTENANCE CORPORATION.

**ANY VEHICLES TOWED WILL BE AT THE OWNER'S SOLE EXPENSE**

## **GARBAGE AND REFUSE DISPOSAL**

1. Trash, garbage, rubbish and other waste shall be removed regularly from the Property and deposited in designated Common Area receptacles. Please remember to secure your bags when disposing of them in the trash receptacles. In the event of damage to bags in the disposal process, Residents are responsible for the cleaning up of their own trash spilled on the Common Area and disposing of it in the proper receptacles.
2. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Condominium which will render such portion unsanitary, unsightly, offensive or detrimental to any other Condominium in the vicinity thereof or its occupants.
3. Oversized items should not be left in the Common Area. These items are the resident's sole responsibility to remove from the premises and dispose of at their discretion.
4. All equipment for storage or disposal of trash must be kept in sanitary containers designed for such purpose and shall be kept in a clean and sanitary condition and concealed from view for other Dwellings and the Common Area.

**HOMEOWNERS WILL BE ASSESSED FOR ANY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION.**

## **ARCHITECTURE**

- Each owner shall keep his Condominium in good repair.
2. Nothing shall be done in a Condominium or in the Common Area that would or could impair the structural integrity of any building without the review and final decision in writing from the Board.
3. Any improvements of any kind must be submitted to the Aesthetics Control Committee PRIOR to any work being done. (See Exhibit B attached.)

## **STRUCTURAL ALTERATIONS**

1. No structural alterations to the interior of any Unit or the Association Property surrounding such Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Aesthetics Committee.
2. An Owner who acquired fee title to two (2) or more adjoining Units, may be permitted to remove the demising wall dividing two (2) or more units, so long as the Owner has complied with the requirements and obtained Aesthetics Committee approval.
3. Each Owner shall have the right, at the Owner's sole cost and expense to make any improvement or alteration within the boundaries of such Owner's Units that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Association Property.
4. Each Owner should maintain, repair, repaint, paper, panel, plaster, tile and finish the interior surfaces of the ceiling, floors, window frames, trim, door frames and perimeter walls of the Unit and the surfaces of the bearing walls and partitions located within the Unit and to substitute new finished surfaces in place of those existing on said ceiling, floors, walls, and doors of the Unit. However, for installation of floor surfaces separating Units, a sound control underlayment shall be installed as required by the Aesthetics Standards and approved in writing by the Aesthetics Committee.
5. Each Owner, at their sole cost and expense, shall have the right to modify the Unit to facilitate access for handicapped/disabled persons pursuant to Civil Code 1360(a)(2), as it may be amended from time to time.



## **ANTENNAS AND SATELLITE DISHES**

There shall be no outside television or radio antennas, masts, satellite dishes, transmitter tower or facility installed or maintained in the Project for any purposes whatsoever without approval of the Aesthetic Committee. However, in considering whether to approve an antenna or to impose requirements on such approval, the Aesthetics Committee, can not violate any applicable law or regulation, including, but not limited to, any Applicable Law, including regulations of the Federal Communications Commission.

## **DISPLAY OF U.S. FLAG**

1. The Association, in compliance with Civil Code 1353.5, shall allow an Owner to display the flag of the United States, as defined by Government Code 434.5(b), within the Owner's Unit Separate Interest, in a location reasonably approved by the Aesthetics Committee. Displaying the flag of the United States means a flag of the United States made of fabric, cloth, or paper displayed from a staff or pole or in a window and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any similar building, landscaping or decorative component.

## **SOUND ATTENUATION**

1. In all Units above the first floor, no holes or other penetrations shall be made in demising walls (party walls) without the permission of the Aesthetics Committee. No penetrations of any sort should be made in the ceiling of any Unit. Acoustical sealant shall be packed around the point of penetration of all pictures and other items hung from the wall that require nailing or screwing.
2. To maximize the sound insulation capabilities of each Unit, there can be no hard surface or wood flooring installed in any Unit above the first floor other than that installed by the Declarant, if any, in connection with any construction or interior decorating of the Units or that complies with the provisions of the CC& R's.
3. No modifications shall be made to any Unit which would result in a reduction in the minimum impact insulation class of the Unit.
4. In all Units above the first floor, loudspeakers for music reproduction and television shall not be supported from or contact demising walls and should be elevated from the floor by a proper acoustic platform.
5. In all Units above the first floor, pianos shall have at least ½-inch neoprene pads under the supports to minimize vibration transmission into the structure.
6. In all Units above the first floor, resilient pads must be placed under all washing machines and dishwashers in order to avoid transmitting vibration to other Units.
7. In all Units above the first floor, all furniture shall contain rubber castors or felt pads.

## **VIBRATIONS**

1. No Owner or Occupant may attach to the walls or ceiling of any Unit any fixture or equipment which will cause vibrations or noise that may be felt or heard from the Association Property or cause unreasonable annoyance to Occupants of other Units.

## **STORAGE AREAS**

1. Storage Areas shall be used only for the storage of personal property. In no event shall a Storage Area be used for the storage of any Hazardous Materials or any other noxious, toxic, or odorous substances.
2. No storage units shall be placed on balconies or patios that can be seen from the common area.

## **FENCES AND WALLS**

1. No fences or walls may be erected or maintained upon the Property except those installed at the initial construction or approved in writing by the Aesthetics Committee.

## **INSIDE AND OUTSIDE INSTALLATIONS**

1. No outside installations, including but not limited to clotheslines, masts, patio shades, poles, lighting, may be installed or maintained within any Unit, except with the prior consent of the Aesthetics Committee.

2. No balcony, patio or deck covers, patio shades, wiring, installation of air conditioning, water softeners, or other machines and any related equipment may be installed on the exterior of Dwelling or other Buildings or be allowed to protrude through the walls or roofs, unless prior written Aesthetics approval is obtained.  
  
Any exterior lighting installed within the Project shall be either indirect, shielded or of such controlled focus and intensity as to prevent glare on surrounding Units and unreasonable disturbance to occupants of other Dwellings in the neighborhood.
4. No exterior addition, change or alteration to any Dwelling may be commenced without the prior written approval of the Aesthetics Committee.
5. No Owner may cause or permit any mechanic's lien to be filed against any portion of the Project for labor or materials alleged to have been furnished or delivered to the Project or any Unit for such Owner, and any Owner who does so, shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove the mechanic's lien, the Board may discharge the lien and charge the Owner a reimbursement assessment for the cost of the discharge.

## **SIGN CONTROL**

1. No signs, placards, decals or other similar objects, visible from the Association Property, neighboring property or streets, shall be erected or displayed on any Condominium or the Association Property, without the prior written permission of the Board; however, the following signs are permitted, as long as they conform to applicable local governmental ordinances:
  - (a) Signs required by legal proceedings.
  - (b) One or more signs displayed of customary and reasonable dimensions advertising a condominium for sale or lease shall be erected or displayed in any condominium so that it is visible from the Common Area without the prior written permission of the Board. (California Civil Code, Sections 712 and 713.)
  - (c) Two (2) signs not to exceed 1' x 1' in size, advertising or noticing the existence of a security system on which such sign is located, and any number of security system window signs not to exceed sixty-four inches (64") square in size. No security sign can be attached to the exterior of the buildings.
  - (d) Customary window dressings placed in observance of national, religious holidays or special occasion days (e.g. Halloween).
  - (e) Posting or displaying of noncommercial signs, banners, posters or flags within the unit or from the yard, window, door, balcony or outside wall of a unit unless the sign, etc. poses a threat to public health or safety. Signs may be as large as 9 square feet and flags and banners may be as large as 15 square feet. Signs may be made of paper, cardboard, cloth, plastic or fabric. Signs may not be made of lights, roofing, siding, paving materials, flora, balloons or similar materials and owners cannot paint signs on the exterior surfaces of the complex.

## **WINDOW COVERINGS**

1. Temporary window coverings in a design and color that does not conflict with the surrounding improvements shall be permitted for a period of sixty (60) days from the date that a condominium is conveyed to the Owner from the Declarant.
2. No foil or other reflective materials, bed sheets, paint, newspaper or other non-standard materials shall be used for any temporary or permanent window coverings.
3. Screens must be kept on windows and patio or balcony doors at all times and must be kept in good condition.
4. Non-reflective solar films are permitted; however, they are subject to Aesthetics Committee approval.
5. All window coverings (including temporary window coverings) shall be beige or white or neutral-toned in color or so lined. Other colors, materials and patterns may be used, provided they are approved by the Aesthetics Committee.

## **SUMMARY OF AESTHETICS GUIDELINES**

The Board will strive to preserve the highest standards and quality of life for each owner within the community. All proposed improvements and modifications to the interior of any condominium must comply with all Association documents and be submitted to the Board, in writing, on forms available from the Management Company.

1. No improvement or alteration shall be installed or constructed within the project by an owner or tenant until the plans and specifications showing nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved in writing by the Board or Aesthetics Committee.

2. In the event that the Board deems it necessary to consult with outside specialists necessary to review the plans or inspect the proposed improvements, the applicant shall be responsible to pay whatever costs are incurred for the consultation. No cost will be incurred, however, without the owners consent.
3. It shall be the responsibility of the applicant to ensure that modifications are consistent with the applicable Building Code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems or lessen the support of any portion of the living unit or Common Area.
4. The Board may at any time appoint an Aesthetics Control Committee to act on its behalf in all matters concerning owner improvements, and from time to time, adopt, amend and repeal, by majority vote, Rules and Regulations to be known as Aesthetics Review Guidelines.
5. Any application, which does not contain all of the information required in the Aesthetics Application, or otherwise fails to contain required materials, would not be considered submitted.
6. The Board or the Aesthetics Control Committee shall act upon a request after an owner's proper application has been submitted.

For further information and forms, please contact the Management Company.

## GUIDELINES FOR SUBMITTAL OF AESTHETICS PLANS

The Aesthetics Control Committee strives to preserve the highest standard and quality of life for each owner within SONATA AT CANYON CREST MAINTENANCE CORPORATION. Aesthetics approval must be given for structural changes or landscape changes prior to the start of any work. Some examples of items that generally need Architectural Approval are lawns, trees, shrubs, plants, ground cover, fencing, fountains, overhead trellises, patios, built-in barbecues, pools or Jacuzzis.

To hasten the approval process, please follow these guidelines:

1. Please complete a description of the proposed changes.
2. Include plans, to scale, that show:

Location of improvement to unit & property lines

Complete dimensions of changes proposed

Description of materials and color scheme

Clearly marked plant types, sizes and quantities

(Please be courteous of others when considering the use of any plants or trees that may litter into other yards or the common area.)

3. Please submit the following:

Completed APPLICATION FOR AESTHETICS IMPROVEMENTS FORM

Three (3) set of plans

A check for \$35.00 for the processing and review fee made payable to Beacon Property Management, Inc.

Mail to:

**Sonata at Canyon Crest Maintenance Corporation**

**c/o Beacon Property Management, Inc.**

**10300 Fourth Street, Suite 260**

**Rancho Cucamonga, CA 91730**

Sonata at Canyon Crest Maintenance Corporation will confirm the receipt of your plans. The plans will be reviewed and you will receive written notice of the decision. Please note it takes time for the Aesthetics Review Committee process and it may take up to 45 days for the review process. The Association therefore encourages applicants to begin this process well before the work is scheduled.

**APPLICATION FOR ARCHITECTURAL IMPROVEMENTS**

RETURN FORM TO:  
PLEASE PRINT CLEARLY)

Sonata at Canyon Crest Maintenance Corporation  
c/o Beacon Property Management, Inc.  
10300 Fourth Street, Suite 260  
Rancho Cucamonga, CA 91730

Date \_\_\_\_\_

Owner \_\_\_\_\_

Property Address \_\_\_\_\_

Daytime Phone Number \_\_\_\_\_

DESCRIPTION OF PROPOSED IMPROVEMENTS (attach plans):

I understand that my proposed improvements may require a permit from the City/County Building Department or other government agencies and I will obtain all required permits before commencing any work. I agree I will do no work that will change the existing drainage patterns. I am aware that any changes may result in substantial damage to adjacent properties.

I will assume the responsibility for any work under the above-proposed improvement that my contractors or I complete, which may, in the future, adversely affect adjacent properties. I will assume responsibility for all future maintenance of this addition or improvement.

\_\_\_\_\_  
Owner's Signature

The adjacent OWNERS have reviewed the proposed improvements. We understand that neighbor objections do not in themselves cause denial. The Architectural Committee may contact neighbors to consider their objections, if necessary.

\_\_\_\_\_  
(Signature)                      Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)                      Print Name \_\_\_\_\_

Property Address \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>
Date received: _____ Submitted to Arc Committee on: _____ Approved: _____
Denied: _____ Conditional Approval: _____
Decision Letter sent on: _____
Comments: _____

**AGREEMENT FOR USE OF RECREATION ROOM FACILITIES FOR PRIVATE PARTY**

RETURN FORM TO:  
(PLEASE PRINT CLEARLY)

Sonata at Canyon Crest Maintenance Corporation  
c/o Beacon Property Management, Inc.  
10300 Fourth Street, Suite 260  
Rancho Cucamonga, CA 91730

**INFORMATION REGARDING HOMEOWNER/RESIDENT REQUESTING USE OF CLUBHOUSE FOR A CLUBHOUSE EVENT. "HOST" - The host must be an owner of a unit or a resident of Sonata at Canyon Crest Maintenance Corporation. Application must be mailed at least 30 days before the event:**

Name	Address at Association	Work Phone No.	Home Phone No.
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Name	Address at Association	Work Phone No.	Home Phone No.
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**INFORMATION REGARDING CLUBHOUSE EVENT:**

Date	Time of Event (starting/ending)	Number of Guests
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Description of Event: \_\_\_\_\_

**RELEASE OF LIABILITY and INDEMNIFICATION:**

The Host shall, at his/her sole cost and expense, indemnify, hold harmless and defend the Association, its officers, directors, members, managing agent and other agents, from any and all claims, demands, legal actions or proceedings (including but not limited to claims, damages, losses, suits, litigation, disputes, liability of any kind or nature whatsoever arising out of, or resulting from the alleged acts or omissions of the Association, its officers, directors, managing agent and other agents) for damages, costs, expenses, and attorneys' fees incurred by the Association, its officers, directors, managing agent and other agents, which arise out of, directly or indirectly, the Clubhouse event.

Defense of any and all claims or legal actions that may be commenced against the Association, its officers, directors, managing agents and other agents, shall be by counsel acceptable to the Association. The Host shall pay any and all settlements entered into and shall satisfy any judgments that may be rendered against the Association, its officers, directors, managing agents and other agents, as a result of, either directly or indirectly, the Clubhouse event and/or as a result of the alleged acts or omissions of the Association, its officers, directors, managing agent, or other agents, in connection with the Clubhouse event.

**INSURANCE REQUIREMENTS:**

Within ten (10) days prior to the Clubhouse Event, the Host shall, at his/her sole cost and expense, obtain and provide evidence to the Association of insurance from a reliable insurance company authorized to do business in the State of California, and an additional insured endorsement, which defends, indemnifies and holds the Association, its officers, directors, members, managing agent and other agents, free and harmless from any and all liability resulting from, directly or indirectly, the Clubhouse event and any alleged acts or omissions of the Association (including its officers, directors, members, managing agent or other agents) in connection with the Clubhouse event.

A certificate of insurance evidencing the required insurance and an endorsement evidencing the required additional insureds shall be provided to the Association at least ten (10) days prior to the date of the Clubhouse event.

**REQUIRED DUTIES OF REQUESTING HOMEOWNER:**

1. Use of Clubhouse:

The Host shall notify all attendees of the Clubhouse Event of these and all other Clubhouse rules.

The Host must be present at the Clubhouse throughout the duration of the Clubhouse Event.

After the Clubhouse Event, the Host shall be responsible for removing all evidence of the Clubhouse Event from the Clubhouse and surrounding areas within twenty-four (24) hours of the scheduled conclusion of the Clubhouse Event, including, but not limited to, cleaning the Clubhouse to the approval of the Clubhouse staff, removing and disposing of all trash and garbage from the Clubhouse Event, and removing all furniture and/or decorations placed in or surrounding the Clubhouse for the Clubhouse Event.

The pool area may be used during the Clubhouse event provided it does not interfere with the use of the pool by other Residents, members, and their guests. All pool rules apply. Residents, members, and their guests are reminded that **NO lifeguard is on duty at**

the pool.

Clubhouse hours are: 8 a.m. to 10 p.m. SEVEN DAYS A WEEK, however, activities must cease by 9:30 P.M. with the premises vacated by 10:00 p.m., in accordance with local ordinance(s).

The number of Hosts and responsible persons over the age of twenty-one (21) present at the Clubhouse event must be sufficient to ensure compliance with all laws, local ordinances and that the applicable provisions of the Association's governing documents are being complied with by the attendees, and to ensure the health and safety of all persons, including minors, in attendance at the Clubhouse event.

The Host is responsible for: ensuring that all facilities are turned to "OFF," disposing of trash in proper receptacles, turning off all lights and securely locking all doors and gates before the Host leaves.

2. Damage to Property:

The Host shall be responsible for any and all injuries to persons and/or damage to real or personal property owned and/or maintained by the Association which is caused, either directly or indirectly, by the acts or omissions of the Host, the Host's agents, the attendees of the Clubhouse event, and/or any other person associated with the Clubhouse event. The Association, at the Host's sole cost and expense, will repair and replace any and all such damages to the real or personal property at or surrounding the Clubhouse which is owned or maintained by the Association. The Association will specially assess the Host for the full cost and expense of repairing and/or replacing any and all such damages.

**DEPOSIT:**

The deposit for a Clubhouse Event is \$100.00. The deposit is due and payable twenty-four (24) hours prior to the commencement of the Clubhouse Event in the form of a cashier's check or cash. The deposit shall be refunded on the condition that the Clubhouse has been cleaned and left in a condition acceptable to the Recreation Committee and/or Board. A \$25.00 fee will be charged if the Clubhouse reservation is canceled less than ten (10) days prior to the event.

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

You acknowledge, by your signature(s) below, that you have the right to consult with an attorney before executing this form, and that you have either done so or elected not to do so prior to signing this Form. You also acknowledge, by your signature(s) below, that you have read this Form and acknowledge, understand, and agree to all the requirements set forth herein.

_____ Signature of Homeowner	_____ Printed Name of Homeowner	_____ Date
_____ Signature of Homeowner	_____ Printed Name of Homeowner	_____ Date
_____ Signature of Homeowner	_____ Printed Name of Homeowner	_____ Date

<b>For Association Use Only:</b>	
<b>DATE FORM RECEIVED:</b>	
<b>RECEIVED BY:</b>	
<b>PROOF OF INSURANCE (ATTACHED):</b>	
<b>DATE ABOVE RECEIVED:</b>	
<b>PROOF OF ASSOCIATION AS ADDITIONAL INSURED (ATTACHED):</b>	
<b>DATE ABOVE RECEIVED:</b>	
<b>FORM SUBMITTED TO BOARD ON:</b>	
<b>FORM SUBMITTED TO BOARD BY:</b>	
<b>APPROVAL DATE:</b>	
<b>DENIAL DATE:</b>	
<b>REASON FOR DENIAL:</b>	
<i>No proof of insurance:</i>	
<i>No proof of additional insureds:</i>	
<i>Other:</i>	
<b>DECISION LETTER SENT ON:</b>	
<b>DECISION LETTER SENT BY:</b>	
<b>COMMENTS:</b>	