

*Camino Del Vino Estates Association*  
A California Nonprofit Mutual Benefit Corporation

**Rules & Regulations**

and

**Violation Notification Policy &  
Monetary Penalty Schedule**

**Adopted and effective as of  
November 15, 2022**

# CAMINO DEL VINO ESTATES ASSOCIATION

## RULES & REGULATIONS

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# **CAMINO DEL VINO ESTATES ASSOCIATION**

## **Rules & Regulations**

Pursuant to the CC&Rs and the Bylaws for Camino Del Vino Estates and the powers and requirements provided therein, the Board of Directors adopts the following Rules and Regulations.

These Rules and Regulations do not replace the CC&Rs or Bylaws, but rather supplement (and in some cases restate) the CC&Rs or Bylaws. Each Owner and occupant of Camino Del Vino Estates is obligated to abide by all of the Association's governing documents, including, but not limited to, its CC&Rs, Bylaws, Articles of Incorporation, and these Rules and Regulations. Failure to comply with the governing documents can result in fines, loss of privileges, or legal action.

It is the responsibility of all Owners to provide their tenants and guests with copies of the governing documents of the Association. Owners are responsible for the actions of their families, tenants, contractors, vendors, occupants, and guests with regard to violations of the Association's governing documents.

These Rules and Regulations shall be deemed to incorporate the terms and definitions contained elsewhere in the Association's governing documents. In the event of any conflict, the terms, and definitions in the CC&Rs and Bylaws will prevail.

### **1. ARCHITECTURAL**

#### **A. Approval by the ACC**

No construction, installation, or alteration of an Improvement, including Residence or landscaping, in the Properties may be commenced or maintained until the plans and specifications thereof have been submitted to and approved in writing by the ACC

#### **B. Application for Preliminary Approval**

- 1) Owners may apply to the ACC for preliminary approval of proposed large-scale Improvement projects to obtain guidance and comment from the ACC prior to expenditure of significant expenses on full plans and specifications.
- 2) Any application for preliminary approval shall be in writing and shall present sufficient detail to apprise the ACC of the general nature, location, dimensions, and contemplated exterior colors and finishes of the proposed Improvement.
- 3) In no event shall any preliminary approval of a proposed Improvement be deemed to constitute final approval authorizing construction of the Improvement. The purpose of the preliminary review is to provide guidance and comment between owners and ACC regarding proposed Improvements prior to proceeding with preparation of proposed final plans for final approval.
- 4) ACC may, at its sole discretion, waive requirements for final plans to be submitted and approve proposed Improvements upon submission of preliminary plans. An Owner may only proceed with proposed Improvements from approved preliminary plans upon written consent by the ACC.

C. Application for Final Approval

- 1) Owners must submit a written application to the ACC (using the appropriate application form and including any required deposits or application fees) and receive prior written approval for any Improvement and construction activities within the Properties and on any Lot. The application shall be in writing and shall contain all information that is necessary to reasonably evaluate the nature, design, location and extent of the proposed Improvement and/or construction, including, at a minimum, two complete set of plans and specifications for the Improvement project and such additional information as the Committee may reasonably request.

D. Plans and Specifications

- 1) Contents and Requirements: In order to be complete, the plans and specifications for the proposed Improvement and construction shall include:

- a. A professionally prepared plot plan, which indicates: (i) the size of the Lot and location of all buildings, set-backs, outbuildings and cellars including the Residence; (ii) Lot contour lines; (iii) the location of all driveways, fences, pools, spas, trash bins, wind screens, satellite dishes, outbuildings, tennis courts, equipment storage and any other existing improvements; (iv) cut and fill proposals with the estimated yardage of import and export (balancing is preferred); (v) elevation of pads; (vi) setbacks from Lot lines of all existing and proposed Improvements; (vii) existing drainage and the proposed drainage plan for the Lot, as improved; (viii) the location of all trees (6" trunk or over and vegetation which are to be removed as part of the construction plan; (ix) the location of all proposed utility, water, electrical, septic tank and leach field installations; (x) ponds and lakes; (xi) flood hazard areas; (xii) road and road setbacks; (xiii) road easements; and (xiv) other items the ACC reasonably requires;

- b. A professionally prepared (prepared by an architect or licensed building designer) set of plans showing all: (i) elevations (including foundation, roof pitches, and height measurements); (ii) floor plans including out-buildings and garages; (iii) location of all heating and/or cooling equipment, and solar equipment; (iv) decking, balconies, porches, gazebos, trellises, awnings, lawns and atriums; (v) screening devices; (vi) retaining walls; and (vi) other items the ACC reasonably requires;

- Descriptions of exterior materials (if not included with above plans) including roofing materials (with a sample) and siding materials (with color samples), and windows, doors and skylights;
- A complete landscape plan that includes the names, location, and sizes of all proposed trees, shrubbery, and lawn area(s), identifies any trees scheduled for removal and describes the Owner's plans for replanting trees and vegetation and for stabilizing slopes during and after construction;
- Type of equipment, vehicles, trucks, contractors, subcontracts, labors, etc., that Owner will be using;
- Copies of necessary permits, licenses for construction; and
- The Owner's proposed construction schedule.

(The ACC may waive or modify any of the above plan and specification requirements if the proposed Improvement project is of a nature that does not merit extensive plans and specifications upon written request from the applicant. Such written request for waiver or modification of any of the above plan and specifications requirements may be submitted with an application for preliminary approval.)

2) Inspection Fee and Deposit

- a. The ACC may require submission of plans and specifications be accompanied by a reasonable fee and/or deposit in order for the application to be deemed complete. A deposit may be required to help ensure proper and timely completion of Improvement projects in accordance with approved plans and specifications, to reimburse the Association for damage to roadways and other Common Areas resulting from the Owner's construction project and to cover any fines levied during or as a result of construction.
  - b. Once construction and all cleanup are completed, upon submission of a written request form the Owner, the ACC shall refund the unused portion of the deposit, if any, to the Owner.
- 3) Delivery of Plans and Specifications: Plans and specifications shall be submitted to the ACC by personal delivery or first class mail addressed to the Secretary of the Association or the Chairman of the ACC at the Association's principal office.
- 4) Approval: In approving a request for construction of an Improvement, the ACC may condition approval upon the adoption of modifications in the plans and specifications, submission of a deposit or observance of restrictions as to location, noise abatement, color or materials modifications or similar mitigating conditions.

E. Minimum Construction Standards

- 1) Improvements constructed on any Lot shall conform to the following minimum construction standards:
  - a. Building Location. No building shall be located nearer to the front, side, or rear Lot line or nearer to the side street line than the building setback lines as permitted by the CC&Rs. Setbacks and building locations will also be determined upon individual lots and proposed building plans according to topography limitations.
  - b. Licensed Contractor. Residential structures shall be constructed by a contractor, bonded, licensed and insured under California law.
  - c. Maximum Height. No building or other structure shall be greater than two stories in height, except those residential buildings constructed on hillsides may, where approved by the Committee, potentially make use of the area under the main floor for additional living area.
  - d. Minimum Square Footage Requirements. Each single-story Residence constructed on any Lot shall have a fully enclosed floor area (exclusive of roofed or unroofed porches, decks, terraces, garages (attached or detached), carports or other outbuildings) of not less than 2,000 square feet. In a two-story Residence, the first floor shall have a minimum of 1,600 square feet and the first floor must be equal to or greater than the square footage of the second floor.

- e. Utility Lines. All utility lines within the property shall be placed underground, no overhead lines will be allowed.
- f. No Used Materials. No used buildings or structures, intended for use as a Residence, shall be transported onto, placed, or introduced on any Lot.
- g. Solar Systems are subject to limitations imposed by California law, the ACC may limit the placement and design of solar systems to the extent reasonably necessary to avoid an unsightly appearance from neighboring Lots or Common Area.
- h. Colors and Exterior Finishes. All exterior colors, textures, and materials, including roof materials, must be adequately described in the plans and specifications (with an indication where the colors will be used upon the finished dwelling) and approved in writing by the ACC prior to initiation of construction. Color samples shall be submitted to the ACC along with the plans and specifications. The ACC is authorized to maintain a chart of approved colors
- i. Prohibition on A Frame and Geodesic Dome Structures. No Residence shall be constructed which utilizes an "A frame" or "geodesic dome" design.
- j. Roofing Materials. All roofs shall be constructed of concrete tile, clay tile, slate or fiberglass simulating tile or shake. All other roof materials (including, but not limited to, asphalt shingle, metal and wood shake) are prohibited.
- k. Roofs. The ACC must approve roof Designs of all Residences. Any approval by the ACC shall in no way imply any roof guarantee by such ACC. All visible roofing on any Residence shall be uniform in design and material.
- l. Siding Materials. The exterior walls of any Residence, garage or other structure shall be finished with natural wood (but no T1-11), stucco, stone, stone veneer, brick, or brick veneer. All other siding materials (including, but not limited to metallic siding) are prohibited.
- m. Drainage. Without prior written approval of the ACC, no Owner shall do any work, construct any Improvement, place any landscaping, or cause the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or Parcels or Common Area. Plans and specifications submitted by an Owner to the ACC in connection with the construction of a Residence or other major structural Improvement shall include a drainage plan in sufficient detail to permit the ACC to assess the impacts, if any, of the Improvement on natural drainage courses.
- n. Exterior Lighting and Fixtures. Fluorescent, mercury vapor, sodium, or amber vapor lights, or standard outdoor lights of the type used for security must be enclosed in a manner that directs the light in a specific area without causing a visual impairment to passing motorists or a nuisance to neighboring Lots. The ACC, at its sole discretion, shall determine the issue of whether a nuisance exists. All exterior fixtures that are attached to the Residence shall be compatible with the design and materials of the Residence. Any post mounted exterior fixtures shall also be compatible in design and materials to the fixtures attached to the Residence.

- o. Glass. Certain architectural glass treatments such as extensive use of black or heavy tint glass, mirrored or reflective glass, or brightly colored glass or polycarbonate panels are not permitted without specific prior approval of the ACC.
- p. Patios, Walkways and Driveways. All driveways, patio, and walks materials shall be architecturally compatible to the design of the Residence.
- q. Water Systems, Septic Systems and Pools. All individual water supply systems, onsite septic waste disposal systems and swimming pools on any Lot must be designed, located and constructed in accordance with the requirements, standards and recommendations of the appropriate public health authority, California and Federal law, and the ACC. Approval of such systems shall also be obtained, if required, by any responsible governmental agency.
- r. Garages. Each Residence shall have at least a two-car garage which may be either of an attached or detached design. Garage doors shall be of a roll top design. Carports do not satisfy the requirement of a two-car garage.
- s. Fences. All screening and fencing must be approved by the ACC and must be designed to conform to the design of the proposed or existing Residence and shall be 3 rail style fencing. All screening and fencing shall be constructed of wood, rock, masonry, plastic or wrought iron or a combination thereof. All screening and fencing must be maintained in a good sound structural manner and painted or stained periodically so as not to have a shabby or unkempt appearance. All Lots on which animals are present shall be adequately fenced to keep the animals on such Lot. No chain link shall be used for perimeter fencing.
- t. Excavation. Exposed openings resulting from any excavation made in connection with construction or Improvements shall be backfilled and disturbed grounds shall be leveled.
- u. Landscaping. Landscaping is a matter subject to review and regulation by the ACC. A landscape plan is required in conjunction with the construction of any Residence. Once installed, the Owner shall be responsible for maintaining landscaping in good and attractive condition.
- v. Views. The ACC may consider the impact of views from other Residences or Lots as a factor in reviewing any proposed Improvement. However, there are no protected views, and no Residence or Lot is guaranteed the existence or unobstructed continuance of any particular view.

F. Proceeding with Work

1) Upon receipt of approval of an Improvement from the ACC, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction and excavation, if required, pursuant to said approval. If work on an Improvement project is not started within 180 days of the date upon which the architectural application for the Improvement was granted, that approval will be deemed automatically revoked.

G. Failure to Complete Work

1) Unless the Owner has been granted an extension of time to complete the project by the ACC, construction, reconstruction, refinishing or alteration of any such Improvement must be completed within one year after construction has commenced, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner because of strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his or her agents, to be determined at the sole discretion of the ACC. In the case of a building Improvement, completion will be deemed achieved with the completed construction of the building's foundation and all exterior surfaces (including the roof, exterior walls, windows, and doors).

H. Right to Inspection

- 1) The ACC or its duly authorized representative may inspect any work of Improvement or construction undertaken by an Owner. The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the Declaration or these Rules & Regulations, including the ACC's authority to limit, restrict, or prohibit access into the Association and the use of its private roads, streets, community gates and entrances by any contractor, subcontractor, construction equipment or vehicle, or commercial vehicle ("Noncompliance").
- 2) If an Owner fails to remedy any Noncompliance, the Board may consider fines, taking corrective action or other disciplinary or enforcement measures deemed appropriate by the Board. The enforcement measures include recording a Notice of Noncompliance (if permitted by applicable law) or commence a lawsuit for damages or injunctive relief, as appropriate. The Board may also levy fines or remove the non-complying Improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If said expenses are not properly re-paid by the Owner to the Association, the Board shall recover such expenses through the levy of a Special Individual Assessment against such Owner.

## **2. ASSOCIATION/RESIDENCY**

The Association is a private community for Residents and invited guests only.

No portion of the dwelling unit, garages, or common area of the Association may be used for commercial purposes. Small home office is acceptable if it does not disturb neighbors and does not have vehicles or customers arriving and departing on a regular basis.

## **3. BEAUTIFICATION**

As noted in Article VI, Section 6.24, of the Declaration, landscaping is a matter subject to review and regulation by the ACC. A landscape plan is required in conjunction with the construction of any Residence. Once installed, the Owner shall be responsible for maintaining landscaping in good and attractive condition on those portions of the Owner's Lot which are visible from any street within the Properties. Failure to maintain landscaping and the Owner's Lot in a neat and attractive condition constitutes a violation of these Rules and the CC&Rs.



#### **4. LEASE**

Each owner shall have the right to lease his/her Residence provided that such Lease term is a minimum of thirty (30) days, in writing and a copy of said lease is submitted to the Association. Owners are responsible for the actions of their tenants, occupants, and guests with regard to violations of the Association's governing documents, including these Rules & Regulations.

#### **5. OFFENSIVE ACTIVITY**

No unduly noxious activity shall be conducted within or on the Properties in such a manner as to become an unreasonable annoyance or nuisance to the neighborhood.

#### **6. PARKING/VEHICLES**

- A. Repair or maintenance work on any vehicle is not permitted in any common area or the Association's private roads and streets or Lot unless dictated by emergency conditions, in which case the allowable time for such work shall be 24 hours or within an Owners fully enclosed garage or within a closed building or when screened from the view of adjoining properties and the streets. No vehicle shall be allowed to leak oil or leave stains in the common area or the Association's private roads and streets or Lot.
- B. Double parking, blocking the roadway or other places in the Association's private roads and streets is **STRICTLY PROHIBITED** at all times.
- C. No parking on the Association's private roads and streets during the hours of 8 p.m. to 8 a.m. Guests may park on the street (if necessary) **ONLY** during the hours of 8 a.m. to 8 p.m. and blocking of the roadway or other places in the Association's private roads and streets is **STRICTLY PROHIBITED** at all times.
- D. The following vehicles are prohibited anywhere on the Properties except for brief periods for loading, unloading, making deliveries, emergency repairs, or if parked wholly within an Owner's fully enclosed garage or within a closed building or when screened from the view of adjoining properties and the streets .
  - recreational vehicles (including, but not limited to, boats, travel trailers, motorhomes, campers, etc.);
  - buses or vans designed to accommodate more than ten (10) people;
  - inoperable vehicles (or parts of vehicles)
  - Trucks larger than one-ton capacity
  - aircraft; and
  - any vehicle or vehicular equipment deemed a nuisance by the Board.
- E. Violators of the parking rules may be towed at the owner's expense and subject to fines and other actions.

#### **7. RECREATION**

Bicycles, roller skates, skateboards, or other wheeled devices shall not be ridden or operated in the common area or the Association's private roads and streets in a manner which unreasonably annoys or disrupts the quiet enjoyment of other Owners or constitutes a nuisance.

## **8. PETS**

- A. No animals may be raised, bred, or kept on the Properties, except that dogs, cats, fish, birds and other usual household pets may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes, in unreasonable quantities, or in violation of the CC&Rs. The Board has the authority to limit the size of the pet and may prohibit the maintenance of any animal which in the Board's reasonable sole discretion may constitute a nuisance.
- B. Dogs shall not be allowed in the common area except on a leash and pet owners are responsible for cleaning up after their pets.
- C. Each owner shall be liable to each and all owners, their families, guests, tenants, and invitees for any nuisance or damage to person or property caused by any pets brought upon or kept in the Properties by any Owner or members of his/her family, guests, invitees or tenants.
- D. Chickens - NO roosters

Family chickens are allowed. Any coop must be at least 15 feet from any property lines. Up to 15 chickens are allowed. No roosters are allowed. Chickens are to have at least 10 square feet of living space per chicken. An outdoor enclosure must be kept, keeping chickens out of neighboring properties and safe from predators. Chicken food must be stored in rat-proof containers (as to not welcome vermin) and chicken droppings should be cleaned at least once weekly to minimize smell.

## **9. TRASH**

Any trash that is accumulated by an Owner outside the interior walls of a Residence or other building shall be stored entirely within appropriate covered disposal containers which shall be located on the Owner's Lot screened from view from any street, neighboring Lot, or Common Area. Trash bins or dumpsters must be camouflaged with shrubbery, fencing or permanent structures that comply with Architectural guidelines. No odor may be permitted to arise therefrom to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

- A. Trash containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).
- B. No commercial marijuana growing or processing (in any form) will be allowed on any property.

*Camino Del Vino Estates Association*  
A California Nonprofit Mutual Benefit Corporation  
**Violation Notification Policy & Monetary Penalty Schedule**

**Purpose:**

In order to maintain a high-quality standard of living within the Camino Del Vino Estates Association, the Board of Directors has adopted the following Violation Warning Policy and associated Monetary Penalty Schedule.

Subject to Article 15, Section 15.1, of the CC&R's, The Board may adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner for the failure of such Owner, or of a resident of or visitor to such Owner's Lot, to comply with the Restrictions.

**Violation Warning Notice:**

When the Board believes an Owner is in breach of the Declaration or noncompliance with the CC&R's or Rules & Regulations, a written notice of such violation shall be given to the Owner. Each violation, including repeat violations, will be communicated via a Violation Warning Notice.

**Hearing:**

If an Owner does not agree with the Board over the Violation Warning Notice, he or she may request a hearing not later than fifteen (15) days from notice. The Board shall grant a hearing not sooner than ten (10) days from receipt of hearing request. If a hearing is requested, a written hearing notice shall be given to the member outlining a date, time, and location of the hearing. The Board and Owner shall meet to discuss the violation. At the hearing, the Board may dismiss the violation or determine the violation stands. If at the hearing, the Board determines the violation stands, the Board may assess monetary penalties and the Owner's shall have no more than ten (10) days to correct violation. If an Owner fails to correct the violation after the hearing, the Board may continue to impose monetary penalties pursuant to the Monetary Penalty Schedule or take other action as allowed pursuant to the Declaration and Bylaws.

If a member fails to request a hearing, and the Board considers the violation uncorrected, the Board may after Notice and Hearing assess monetary penalties pursuant to the Monetary Penalty Schedule until the violation is corrected.

**Uncorrected Violations:**

If the Board determines a violation has gone uncorrected after the initial monetary penalties or actions have been assessed, additional monetary penalties or actions may be assessed on the Owner as the Monetary Penalty Schedule allows.

**Repeat Violations:**

Each violation will follow the Violation Warning Notice process. If the Board finds an Owner to have repeated the same violation after following the Violation Notification and Notice and Hearing process, additional monetary penalties may be assessed on the Owner as the Monetary Penalty Schedule allows.

**Monetary Penalties:**

The Board reserves the right to assess monetary penalties as necessary to correct violations that go uncorrected. Owners who are found in violation of the same breach or noncompliance may be subject to progressively increased penalties after Notice and Hearing. All monetary penalties assessed by the Board shall be subject to and in accordance with the Camino Del Vino Estates Association Collection Assessment Policy.

**PENALTY AMOUNTS - CONFIDENTIAL FOR OWNERS ONLY****MONETARY PENALTY SCHEDULE CC&R's:  
General CC&R's, Bylaws, Rules and Regulations Violations**

\$ per day for the 1<sup>st</sup> month of non-compliance  
(after Notice and Hearing)

\$ per day for the 2<sup>nd</sup> month of non-compliance

\$ per day for the 3<sup>rd</sup> month of non-compliance

\$ per day for all timeframes, beyond the 3 month non-compliance period, will continue on a daily basis until compliance issues have been resolved.

**MONETARY PENALTY SCHEDULE – STR's:  
Short Term Rental Violations**

\$ per day for the 1<sup>st</sup> ACC Short Term Rental non-compliance  
(after Notice and Hearing)

\$ per day for the 2<sup>nd</sup> ACC Short Term Rental non-compliance

\$ per day for the 3<sup>rd</sup> ACC Short Term Rental non-compliance

\$ per day for all timeframes, beyond the 3 month non-compliance period, will continue on a daily basis until compliance issues have been resolved.