



WESTPARK

PASEO WESTPARK
MAINTENANCE ASSOCIATION

PASEO WESTPARK MAINTENANCE ASSOCIATION

RULES AND REGULATIONS

Updated July 28, 2025

PASEO WESTPARK MAINTENANCE ASSOCIATION

RULES AND REGULATIONS

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PASEO WESTPARK MAINTENANCE ASSOCIATION

A PLANNED COMMUNITY

Membership Information

Paseo Westpark Maintenance Association offers many advantages to the home buyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Paseo Westpark Maintenance Association is a California non-profit Association consisting of those owners of homes within the ultimate boundaries of Westpark II.

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

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

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

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Monthly Assessment Billing and Procedure

All Common Assessments are due and payable the first day of each month. Your CC&Rs in Article VI allow for the Board to establish a regular collection schedule for Common Assessments.

You will receive a billing statement on or around the 20th of each month, with payment due the first day of the following month. Please be advised that billing is considered a courtesy and your assessment will be due whether or not you have received a bill. If you are a member of a Project Association, your Maintenance Association Assessments will be billed separately from your Project Association Assessments and you will receive two bills. If you have any questions, please contact Action Property Management, Inc.

Paseo Westpark Maintenance Association utilizes a balance forward method which totals all of the unpaid entries. In this way, your account balance is always composed of the most recent charges.

In the event of a change of billing address for any reason, Owner must notify management of the new address in writing within thirty (30) days. This is the address management will use to send all Maintenance Association notifications, newsletters, billings, etc. The Maintenance Association is not responsible for researching mailing addresses or tenant listings.

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Collection Policy

The Association's assessment collection policy can be found on the Resident Portal at resident.actionlife.com.

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Common Area Rules and Regulations

1. Homeowners are prohibited from destroying, removing or altering the landscaping in the common area, regardless of the condition of the plantings.
2. Littering of the common areas is not permitted.
3. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Residential Area or Maintenance Property.
4. No unsightly articles, including clotheslines and trash dumpsters, shall be permitted to remain on any portion of the Residential Area so as to be visible from any public or private street or from any other Lot, Condominium, Common Area or Maintenance Property.
5. Refuse, garbage, and trash shall be kept at all times in covered, sanitary containers designed for such purpose and located within enclosed areas or areas screened from the view of any other Lot, Condominium, Common Area or Maintenance Property. Such containers shall be exposed to the view of neighboring Lots, Condominiums, Common Area or Maintenance Property only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).
6. Within one hundred eighty (180) days after the latter to occur of (i) the Close of Escrow for the sale of a Lot in a Residential Area (other than to a Merchant Builder), or (ii) issuance of a certificate of occupancy for a Residence constructed on such Lot, the Owner shall install and shall thereafter maintain (except for any landscaping to be maintained by the Maintenance Association or a Project Association, if applicable) plants, shrubs, trees and any other appropriate landscaping Improvements, pursuant to plans and specifications approved by the Architectural Committee, on those portions of the Owner's Lot which are visible from any street (public or private), Maintenance Property or Common Area within the Properties.
7. Each Owner shall properly maintain and periodically replace when necessary any trees, plants, grass, vegetation or other landscaping Improvements located on such Owner's Lot which are not the maintenance responsibility of a Project Association or the Maintenance Association.
8. Wheeled toys (i.e. skateboards, tricycles, big wheels, children's bicycles, etc.) are prohibited from common area landscaping.

Common Area Rules and Regulations

Continued

9. The Maintenance Association shall limit the number of guests of Owners using the Maintenance Property and facilities thereon. Owners shall not admit groups containing more than ten (10) guests to recreational facilities without first obtaining the prior written authorization of the Paseo Westpark Maintenance Association.

Tenant Rules and Regulations

1. Each member is responsible for ensuring that their tenants and tentants' guests are familiar with the rules and regulations of the Maintenance Association.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of a member's residence or a resident of any apartment unit.
3. Violation procedures and fines will be assessed against the member even though the infraction was committed by a tenant or tenants' guest. In the case of the apartment projects, the apartment Owner is responsible for the tenant's violation.

Leasing/Renting Procedures

1. The right of usage for the facilities is for one residence only, therefore, should an Owner choose to lease or rent his/her residence, said Owner will not have use privileges of the facilities.
2. When leasing or renting a residence, Owner must notify management of Owner's new assessment billing address in writing within thirty (30) days.
3. All tenants are bound by the same rules as members within the Maintenance Association. Enforcement of guidelines will be through the Owner/Member. It is important that all guidelines are reviewed by the tenant.

PASEO WESTPARK MAINTENANCE ASSOCIATION

Parking Rules

1. Vehicle Codes will be strictly enforced.
2. Members are responsible for all parking violations of tenants and guests.
3. None of the following (collectively "Prohibited Vehicles") shall be parked, stored or kept on any street (public or private) within the Residential Area or Maintenance Property: Any commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer coach, camper trailer, boat, aircraft, or mobile home; any vehicle not in operating condition or any other similar vehicle; any vehicle with a width in excess of eighty-four (84) inches; or any vehicle or equipment, mobile or otherwise, deemed to be a nuisance by the Board.
4. No Prohibited Vehicle shall be parked, stored or kept on any Lot, Common Area or Maintenance Property except wholly within an enclosed garage, and then only if the garage door is capable of being fully closed.
5. Prohibited Vehicles shall not be allowed in any driveway or other exposed areas, or any street (public or private) within the Residential Areas or Maintenance Property, except for purposes of loading, unloading, making deliveries, or emergency repairs.

Garage Rules

1. Vehicles owned, operated or within the control of an Owner, or of a resident of such Owner's Lot or Condominium, shall be parked in the garage or other assigned parking space to the extent of the maximum designed capacity of such garage or parking space.
2. Garages or other parking areas within the Residential Area shall be used only for parking authorized vehicles, and shall not be used for storage, living, recreational, business or other purposes that prohibit the garage or parking area from containing the maximum number of vehicles for which it was designed.

Parking Rules
Continued

3. There shall be no parking in the driveways if the Owner's garage is not being utilized to the maximum designed capacity for the parking of authorized vehicles, or if to do so obstructs free traffic flow, constitutes a nuisance, violates the Rules and Regulations, or otherwise creates a safety hazard.
4. Garage doors shall be kept closed at all times, except as reasonably required for ingress to or egress from the interiors of the garages.
5. No repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment shall be conducted upon any street (public or private), any portion of any Maintenance Property, Common Area, Lot or Condominium or elsewhere within the Residential Area, except wholly within an enclosed garage; provided, however, that such activity within an enclosed garage may not be undertaken as a business, and provided further that such activity may be prohibited entirely if it is determined by the Board to be a nuisance.
6. No vehicles may be operated upon any portion of the Maintenance Property or Common Area not improved as a street.
7. Storage of non-operating vehicles or tarp covered vehicles is not permitted upon any driveway, or any street (public or private), or other exposed areas within the residential areas or maintenance property for periods of time exceeding 48 hours.

NOTE: Any questions regarding violations will be determined by the Paseo Westpark Maintenance Association Board of Directors. Please see the CC&Rs, Article VII, Section 3.3, for more information.

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Pet Rules

1. No animals, fowl, reptiles, poultry, fish or insects of any kind shall be raised, bred or kept on any Lot, Condominium or Common Area within the Residential Area, except that a reasonable number of birds, fish, dogs, cats or other customary household pets may be kept on a Lot or Condominium; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance or any other provision of the Restrictions. Unreasonable quantities shall ordinarily mean more than two (2) household pets per Residence; provided, however, that the Board of Directors may determine that a reasonable number in any instance may be more or less.
2. The Board may prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner.
3. Local County and/or municipal animal ordinances will be strictly enforced (i.e., licensing, vaccines, leash laws, etc.).
4. Excessive dog barking or other animal noise will be deemed a nuisance.
5. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Residential Area must be kept within an enclosure or an enclosed yard or on a leash or other restraint being held by a person capable of controlling the animal.
6. Each Residential Area Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by a Residential Area Owner or be members of his/her Family, his/her tenants or his/her guests.
7. It shall be the absolute duty and responsibility of each Owner to clean up after their animals which have used any portion of the Properties.

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Signage Rules

Adopted July 25, 2022

1. No commercial signs of any kind shall be posted or displayed from the yard, window, door, balcony or outside wall of an Owner's separate interest. Subject to California *Civil Code* Sections 712, 713, and 4710, and the provisions stated below, an Owner may post or display noncommercial signs, flags, or banners on or in an Owner's property. The sign, flag or banner may be made of paper, cardboard, cloth, plastic or fabric, and may be posted or displayed from the yard, window, door, balcony or outside wall of an Owner's property, but may not be made of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. Noncommercial signs and posters must be less than nine (9) square feet in size, and noncommercial flags or banners (with the exception of the American flag) must be less than fifteen (15) square feet in size. No such signs or banners may be placed within the Common Area without the Association's prior permission, nor on another Owner's property without that Owner's permission.
2. Owners are permitted to have a reasonable number of signs advising of the existence of security service protecting their home as long as the signs comply with the Association's Rules.
3. Any signs posted within or upon an Owner's individual Lot must be well maintained and not tattered. The determination of whether a sign is being reasonably well maintained is within the sole discretion of the Association's Board of Directors and/or Architectural Committee. Should the Board and/or Architectural Committee determine that a sign on an Owner's Lot is unreasonably dilapidated, the Association reserves the right to pursue the enforcement of such lack of maintenance as a violation of the Association's governing documents, and as such, may invite the Owner to a disciplinary hearing to discuss the imposition of a violation fine in accordance with the Association's established fine policy and/or schedule, and/or consider its other available legal remedies to bring the Lot into compliance.
4. Real Estate Signs must conform to the guidelines and rules as set forth in the City of Irvine Temporary Sign Ordinance. A Real Estate Sign advertising the sale or lease of an Owner's property should be located solely within that Owner's separate interest, and not in any portion of the Common Area. One (1) Real Estate Sign of reasonable and customary dimensions (18" x 30", and in any event not to exceed four (4) feet high and six (6) square feet as per the City's Temporary Sign Ordinance) may be displayed in the front yard or in a

window of the property for sale or lease, subject to applicable City restrictions, and cannot be placed in or attached to vehicles. A Real Estate Sign shall not be attached to the exterior of any Improvements on a Condominium in a manner which requires fasteners to be embedded in any manner in such exterior. Real Estate Signs must be removed within five (5) days after close of escrow or lease.

5. Except as otherwise set forth herein, Open House signs are allowed on weekends only, from Saturday morning through Sunday at sunset. An Open House sign remaining after this time is subject to removal. Open House directional signs are allowed at each corner and one directly in front of the home. However, placement must be in such a manner so as to not block visibility of any other real estate agent's signs. Directional signs must be used only during Open House hours and must be removed following the Open House. One directional sign per intersection will be allowed. No balloons or commercial banners, or flags (except for one (1) American flag) will be allowed with the signs or at the listed property. Signs not in compliance will be removed by the Association and are subject to storage fees and/or disposal. The homeowner must give 48-hours' notice to the Association's management company of any Open House.
6. No sign may be placed anywhere within the Association's Maintenance Property without the prior written approval from the Association, other than an Open House sign that is posted in accordance with these rules. Any approved signs placed on the Association's Maintenance Property must be timely removed so that they do not interfere with the Association's landscape maintenance of the area – please contact Management to obtain the landscape rotation schedule. Any unauthorized signs placed on the Association's Maintenance Property shall be promptly removed and disposed of.
7. It is the responsibility of each resident to ensure that any displayed noncommercial sign meets the City of Irvine's requirements, if applicable. Residents should consult the City's Sign Ordinance and/or the City's Planning Counter to ensure they are also adhering to local law requirements that may be applicable. For example, some signs have been deemed prohibited by the City. These include signs within the public right-of-way, rooftop signs, and animated or moving signs. A more comprehensive list of prohibited signs and standards is located within the City's sign ordinance.
8. Contractors performing work on individual lots may not post their company's sign upon the Owner's Lot.

PASEO WESTPARK MAINTENANCE ASSOCIATION

Recreational Facilities Reservation Rules

Adopted March 24, 2025

1. The common area recreation facility ("Recreation Facility"), as designated by the Board of directors, is available for private functions by advance reservation, not to exceed sixty (60) days nor less than fourteen (14) days in advance of the event. Availability is on a first come-first served basis. There is one (1) reservation available per day.
2. Parties of more than ten (10) guests require a completed Recreation Facility Reservation Application with the required insurance provided to Management at least seventy-two (72) hours prior to the event. Failure to comply with any of these requirements may result in immediate shutdown of the event, the Owner may be called to an enforcement hearing and fined, held responsible for costs incurred by the Association, and future reservation privileges revoked.
3. The Recreation Facility may not be used for purposes other than those approved by Paseo Westpark Maintenance Association.
4. All decorations must be contained to the reserved area and must be removed prior to end of facilities rental. No decorations are allowed which may damage the property.
5. A security deposit is due at the time the Recreation Facility Reservation Application is submitted. The security deposit will be refunded, less: (1) fines for violations, (2) the cost to repair or replace common area damage as a result of the event, (3) any other charge or cost incurred by the Association as a result of the event. If the security deposit is insufficient to cover fines, a Special Assessment will be levied against the Owner for the excess.
6. The resident making the reservation must be in attendance at all times from setup to cleanup.
7. Only the designated Recreation Facility may be reserved for a private function. The pool and spa areas may not be reserved.
8. If any Resident or their guest(s) in any way causes a disturbance to other residents, allows misuse of the common area (including bringing an unapproved outside vendor on-site), or causes damage to the common area, the event may be immediately shut down, the Owner may be called to an enforcement hearing and fined, held responsible for costs incurred by the Association, and future reservation privileges revoked, and/or security deposit forfeited.

9. Resident making the reservation and any vendors providing a service under the reservation must obtain a general liability insurance policy naming "Paseo Westpark Maintenance Association" and "Action Property Management, Inc." as additional insureds. Failure to provide the Certificate of Insurance at least seventy-two (72) hours before the event will result in cancellation of the reservation without a refund of the rental fee. The policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The endorsement shall provide that the insurance shall be primary and non-contributory to any policy of insurance held by Paseo Westpark Maintenance Association or its management company.

The Board of Directors has the discretion to waive the insurance policy requirements for vendors or equipment suppliers that it may deem to be low-risk.

10. The Recreation Facility must be returned to its original condition following the event. All trash must be removed from the Recreation Facility, as must all personal items and decorations. I understand that I may forfeit my security deposit, and/or be required to pay for any damage or cleanup

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Pool Rules

Adopted July 28, 2025

1. Hours of operation: 6:00 a.m. to 10:00 p.m. daily.
2. All users must shower prior to entering the water. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
3. No person having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges, or who is a carrier to any communicable disease, shall use the community pool, spa, wader or like amenities.
4. Glass items of any kind are expressly prohibited from the pool areas. All trash must be put into receptacles provided.
5. No child under the age of fourteen (14) may enter the pool facility unless accompanied and activity monitored by a parent/guardian or responsible person.
6. Children under eight (8) years old must be accompanied by an adult at all times in the water.
7. The use of the spa is not allowed for infants or children under the age of six (6).
8. Infants and incontinent persons must wear waterproof rubber pants or swim diapers at all times when in the water.
9. There is no lifeguard on duty. People utilizing the pool areas assume full responsibility for themselves and guests. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
10. Normal swimming attire is required; no cut-offs or clothing other than normal swimming attire is allowed to be worn while in the pool/spa/wader. Nudity is prohibited.
11. No pets are permitted within any of the fenced areas.
12. No fins, rafts, inflatable toys, boogie boards, toys that are inappropriate for the pool and/or could potentially damage the pool or pool equipment.
13. No diving, excessive splashing or rough play.

14. No ball playing/Frisbee, running, or horseplay on the facilities deck.
15. PWMA furniture and other property must not be removed from the pool areas nor placed in the pools.
16. No smoking inside the fenced areas. Smoking of any kind is prohibited.
17. Use of profanity, obscene language or obscene behavior are prohibited.
18. No unduly loud or disturbing noise, including amplified music, is permitted inside the fenced areas.
19. Persons intoxicated or under the influence of alcohol or drugs are not permitted within any PWMA facilities.
20. Only pedestrian traffic is allowed in the pool areas. Skateboards, rollerblades, bicycles, scooters, and roller skates are prohibited in the pool area.
21. The swimming pool, spa, and restroom facilities are for the exclusive use of owners, tenants, and their guests. Guests must be accompanied by a member at all times and a member may have no more than four (4) non-resident guests at any time unless they have an approved reservation for the facility. If a member would like to have a gathering in which more than four (4) non-residents will be in attendance, then a reservation must be made by submitting the Recreation Facility Reservation Application to Management along with payment for the use fee and deposit. Members are responsible for any damage caused by their guest to PWMA property or another person's property.
22. Residents may bring a private instructor to a pool area as their guest for the purpose of one-on-one instruction with members of the same household. All individuals receiving lessons must be PWMA residents.
23. Securely lock all gates and doors upon leaving the pool or restroom areas. Pool area to remain locked at all times. Jumping the fence to any gated facility is prohibited.
24. Tampering with equipment, gate locks, gates, or machinery is prohibited. Members caught tampering will be subject to fines.
25. Please promptly report any maintenance issues in the pool area to Management.

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Tennis Court Rules

Adopted July 25, 2022

1. Hours of Operation:
 - 7:00 a.m. to 10:00 p.m., Sunday through Thursday
 - 7:00 a.m. to 11:00 p.m., Friday and Saturday
2. Dress Code:
 - Only non-marking tennis shoes or regulation shoes must be worn at all times on the tennis courts.
3. General Considerations:
 - Tennis court play will be on a first come, first served basis, and subject to a reservation system, as detailed below.
 - Singles and doubles play shall be limited to one and a half hours when players are waiting.
 - All players wishing to play, along with any spectators, must remain off of the gated area.
 - Minors must be supervised at all times by an adult.
 - Animals are not permitted on the tennis courts at any time.
4. Prohibited Activities:
 - Motorized and non-motorized scooters
 - Skateboarding, roller skating, scooters, bicycles (all types, including motorized bicycles), and similar
 - Baby strollers
 - Hitting tennis balls against the windscreen
 - Glassware
 - Profane or obscene language
 - Smoking, vaping, or the use of any tobacco and/or cannabis products
 - Consumption of alcohol
 - Amplified sound, including but not limited to, boom boxes, PA's, bands, or disc jockeys
 - Defacing of any property located on or within the tennis courts (e.g. graffiti, chalk, etc.)

5. Tennis Instruction

- Residents may bring a private tennis instructor to a tennis court as their guest for the purpose of one-on-one instruction, or for doubles team play instruction. All individuals receiving lessons must be Paseo Westpark residents. The instructor must enter and leave the facility with the resident, and must follow all rules related to the use of the Tennis courts.
- Unapproved lessons, team practices, tournaments, and clinics are expressly prohibited.

6. Reservation Protocol

Tennis courts are available to members or residents of the Paseo Westpark community. Due to the limited number of courts, a reservation system is in place to assist members or residents with securing court time during designated reservation hours. Please contact Management or visit the Association's website for details on how to make a reservation.

- Only one reservation will be allowed at a time. Reservations are limited to two (2) per week per member or resident. Court availability may be viewed on the reservation website.
- Tennis courts require a valid access card or FOB to gain entry into the court area, regardless of any reservation.
- Reservations must be made by the member or resident intending to use the court. Reservations may not be made for others. The member or resident who reserved the court must be present to claim that reservation, or it will be treated as a "no-show."
- If there are other members or residents without reservations waiting outside the court area, and there is no reservation time to follow, then all matches played must conclude within ninety (90) minutes.
- Please wait until your reserved time before entering the court. All reservations must be claimed at the time reserved. Reservations will be relinquished to other "walk-on" members or residents without a reservation if a reservation is not claimed within ten (10) minutes of the reserved start time.
- If a member or resident would like to cancel a reservation, the reservation must be cancelled within four (4) hours of the reservation start time so as to allow other members or residents to make a reservation. Cancellations must be made by logging onto the reservation website.
- Members or residents that are found to use multiple accounts for the purpose of booking multiple tennis court reservations may be subject to loss of facility use, following notice and hearing

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Portable Free-standing Basketball Backboards

Adopted November 15, 1995

Portable free-standing basketball backboards are permitted, provided that they are removed on a daily basis and when not in use. In no event shall such portable free-standing basketball backboards be permitted to remain overnight in a location visible from any street, sidewalk or Community Property, or to be stored in a location visible from any street, sidewalk or Community Property. Portable free-standing basketball backboards must only be used on the residential lots and are not permitted on any public or private areas.

PASEO WESTPARK MAINTENANCE ASSOCIATION

Enforcement Procedures

I. Discovery of Violation

- A. Any Violation that is an alleged violation of the documents and the rules of the Association will be processed according to the procedures outlined herein.
- B. In the event one or more members of the Association file a Violation Report, the Board would act as follows:
 - 1. Send a letter to the homeowner stating the alleged violation and date needed to cure said violation.
 - 2. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Association's Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board or a Hearing Committee.
 - 3. The homeowner will be notified as to the decision rendered by the Board or Hearing Committee as to the result of the hearing. If the homeowner is found to be in violation of the Association's documents, the Board/Committee will either, a) seek remedy by use of the legal system, b) apply monetary fines to the homeowner's assessment billing, c) choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs, d) suspend voting privileges, e) record a notice of non-compliance encumbering the Lot, Condominium or Common Area, f) levy a Special Assessment, g) suspend or condition such Owner's right to use any recreational facilities owned and maintained by the Maintenance Association or h) a combination thereof.
 - 4. If the decision is to pursue a monetary fine system, the Paseo Westpark Fine Schedule will apply.

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

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Rules and Violation Report

Date:_____

I. Person Making Report:

Name:_____

Address:_____

Phone:_____

II. Description of Violation *(fill in as completely as possible)*

Date:_____ Time:_____ Location:_____

III. Description of Violator:

Name:_____ Phone:_____

Address:_____

IV. Additional Witnesses:

Name:_____

Address:_____

Name:_____

Address:_____

V. Action taken by the Board or Hearing Committee:

Date:_____

Description of Action:_____

Signature of the Board or Hearing Committee:_____

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Fine Schedule

1. A letter will be sent to the homeowner stating the alleged violation.
2. A second letter will be sent to the homeowner stating that the alleged violation continues and this letter will request the homeowner appear before the Board of Directors or a Hearing Committee.
3. If the result of the hearing is a monetary fine, a fine of \$50 for each violation will be applied to the Owner's account. Additionally, the Board may vote to suspend the Owner's access to the Association's recreational facilities, among other penalties. If the Owner's access to recreational facilities is suspended, key fob(s) will be turned off and will not be turned on again until the violation is remedied. This penalty is permitted by Article XII, Section 12.1(b) of the Association's Bylaws.

If a violation is cleared, but occurs again within a twelve (12) month rolling period, the offending homeowner may immediately be called to a hearing instead of receiving a warning. The amount of the fine considered for the repeated violation would pick up at the point of the last assessed fine for the same issue. Additionally, the Board may vote to suspend the Owner's access to recreational facilities as described above as part of the hearing process for repeat violations.

4. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the homeowner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.
5. The Board may decide to use the legal system or cause correction of the violation to effect cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Association.

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

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Procedure for Homeowner Hearing

Procedure:

1. Statement of violation by acting chairperson.
2. Violator's statement and presentation of oral or written evidence.
3. Review of CC&R requirements, Bylaws and Rules and Regulations of the Association.
4. Discussion and questioning of the violator by the Board of Directors or a Hearing Committee.
5. Questions and final statement by alleged violator.
6. Board/Committee ruling.
7. Enforcement procedures as applicable.
8. Adjournment.

Documentation

Name of Violator: _____ Phone: _____

Address: _____

Nature of Violation: _____

Board/Committee Ruling: _____

Additional Comments: _____

Date: _____

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Disclaimer

THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN AN ASSOCIATION.