

## **CANYON VIEW MAINTENANCE ASSOCIATION RULES AND REGULATIONS**

### **USE OF LOTS**

1. Lots are to be used for individual homes occupied by single families in a residential environment. Leasing and rental of any property or lot implies that all of Owner's Lot is leased or rented, not a portion of any lot, and is subject to the Restrictions & Rules and Regulations.
2. Homes may not be used for any aspect of commercial usage except for professional or similar occupations without external evidence thereof, provided that all of the following conditions are fulfilled:
3. Such activities are conducted in conformance with all applicable governmental ordinances
4. The patrons or clientele of such activities do not visit the Properties or park their vehicles within the Properties in connection with such activities
5. The existence or operation of such activities is not apparent or detectable by sight, smell, sound or other means from outside of the boundaries of the Lot where it is being conducted
6. Such activity does not increase the liability or casualty insurance obligation or premium of the Canyon View Maintenance Association
7. Such activities are consistent with the residential character of the Residential Area and conform to the provision of the Restrictions
8. Garages may not be used for storage, living, recreational, business or other purposes.
9. Garage doors shall be kept closed at all times, except as reasonably required for ingress and egress.

### **LOT MAINTENANCE**

1. Each Owner must properly maintain and periodically replace when necessary all trees, plants, grass, vegetation and other landscaping improvements located on such Owner's Lot. All weeds, rubbish, debris and unsightly objects or materials of any kind shall be regularly removed from the property and shall not be permitted to accumulate upon the property. Owner shall maintain the landscaping and not allow the Lot or landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition.
2. No plants or seeds infected with insects or plant disease may be brought upon, grown or permitted to exist upon any part of the Residential Area.

3. Trash, garbage, rubbish, and other waste must be kept in covered, sanitary containers designed for such purpose and located within enclosed areas or areas screened from the view of any other Lot or Association Property. Trash containers may be exposed to the view of neighboring Lots or Association Property only when set out for a reasonable period of time not to exceed twelve (12) hours before and after scheduled trash collection hours.
4. Driveways are to be swept and kept clean and free of oil/rust stains. No oil pans, cardboard, or carpet may be placed on the driveway.

### **ASSOCIATION PROPERTY**

1. Owners may not build, plant, or place any material on any portion of the Association Property. Association Property means all real and personal property and Improvements which are owned in fee simple at any time by the Association, or over which the Association has an easement or encroachment permit for the use, care or maintenance thereof, for the common benefit, use and enjoyment of Owners, as further provided in Article III of the CC&R's.
2. The Canyon View Maintenance Association may directly invoice an Owner for any damage that the homeowner or guest thereof causes to any portion of Association Property. Owner shall promptly reimburse the Canyon View Maintenance Association for the cost thereof. Such cost shall be a Special Assessment enforceable in the manner as set forth in the Board of Directors Delinquency Resolution of the Canyon View Maintenance Association.
3. No Owner may modify or repair any portion of Association Property without written approval from the Board.

### **VEHICULAR RESTRICTIONS**

The following vehicles (collectively "Prohibited Vehicles") may not be parked, stored or kept on any street within the Residential Area:

- 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, boat or motor home), except for a 24-hour period for loading or unloading
  - Any bus, trailer, trailer coach, camp trailer, boat, personal watercraft, 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. Any vehicle or equipment, mobile or otherwise, deemed to be a nuisance by the Board
1. No repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment may be conducted upon any street, Lot 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 deemed by the Board to be a nuisance.

2. Stored or Abandoned vehicles within the community may be towed away at vehicle owner's expense. Vehicles not moved within a 72-hour time frame are considered stored and may be towed at the vehicle owner's expense. If there are extenuating circumstances of which the Association should be made aware (i.e. vacation), it is said owner's responsibility to contact the management company.
3. Vehicle parking on Candlewood is restricted to house side parking only for the residents and guests of the homes on Candlewood. Parking on the school/park side is strictly prohibited. This is for the protection of all pedestrians and their access to the school and park from Candlewood.

## **PETS**

1. No animals, fowl, reptiles, poultry, fish or insects of any kind may be raised, bred or kept on any Lot 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; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities not in violation of any applicable local ordinance. "Unreasonable quantities" ordinarily means more than two (2) household pets per Residence; provided, however, that the Board of Directors may determine that a reasonable number in any instance is more or less. Exotic or illegal animals, fowl, reptiles, poultry, fish, or insects of any kind are prohibited at all times.
2. 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.
3. It shall be the absolute duty and responsibility of each Owner to promptly clean up after such animals, which have used any portion of the Properties.
4. To the extent permitted by law, 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 by members of his Family, his tenants or his guests.

## **NOISE**

1. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), live bands, noisy vehicles, aircraft, large noisy power equipment or tools, off-road motor vehicles, which may unreasonably interfere with television or radio reception within the Properties, or other items which may unreasonably disturb other Owners or their tenants may be located, used or placed on any portion of the Residential Area.
2. Alarm devices used exclusively to protect the security and contents of a vehicle or Lot are permitted, provided that such devices do not produce annoying sound or conditions as a result of frequently occurring false alarms.

## **SIGNS**

1. No sign, poster, billboard, balloon advertising devices or other display of any kind may be displayed within the Residential Area except for a sign advertising a Lot for sale or for lease. Such sign shall be located on such Lot, shall be no larger than eighteen inches (18") by thirty inches (30") in size, shall not be attached to the ground by means other than a conventional single vertical stake which may not exceed two inches (2") by three inches (3") in diameter (i.e. posts, pillars, frames or similar arrangements prohibited) and may not extend more than three feet (3') above ground level. No sign or other advertising device of any character shall be erected, maintained, or displayed upon any portion of the property unless written approval has been received from the Board of Directors.

## **WINDOWS**

1. Windows may not be covered with aluminum foil, newspapers, stickers or other material not designed for use as a window cover. Only curtains, drapes, shutters, blinds or other appropriate window covering may be installed.

## **PORTABLE SPORTS EQUIPMENT**

1. Portable sports equipment, including without limitation, basketball backboards and skateboard ramps, must be stored against the home when not in use.

## **HOLIDAY DECORATIONS**

1. Christmas decorations are permitted from Thanksgiving until January 15<sup>th</sup>. Christmas lights are permitted as long as they are UL approved outdoor lights.
2. Decorations for other holidays are permitted thirty (30) days before and fourteen (14) days after the holiday.
3. Decorative and American flags are permitted year round.

## **DISTRIBUTION OF FLYERS AND OTHER ADVERTISING MATERIAL**

1. Distribution of flyers and other advertising material in the Properties is prohibited. The owner of the Lot who grants access to a distributor of such material is subject to fine and other discipline by the board of directors
2. Any flyers or advertising material left at a residence by a vendor needs to be forwarded to management so that letters can be sent to those individuals reminding them of the community rules pertaining to this issue.