

# *Mendocino* *at Encinitas Ranch*

- Best kept secret in Encinitas

## **Rules & Regulations**

**Last Revised July 2017**

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## **1. Introduction**

1.1 These Rules and Regulations have been adopted by the Board of Directors pursuant to Article 4.3.4 of the Declaration of Covenants, Conditions and Restrictions of Mendocino at Encinitas Ranch (CC&Rs) and supersede all previous rules and regulations. The intended purpose of these Rules and Regulations is to maintain the property values of Mendocino and enhance the enjoyment and tranquility for all persons living in our community.

1.2 Owners shall be responsible for the actions of their tenants, occupants, and guests and should ensure full compliance with the Governing Documents (including but not limited to, the CC&Rs, Bylaws, and Rules and Regulations) of Mendocino Homeowners Association (HOA). While the word "owner" is used throughout the Rules and Regulations, these Rules and Regulations shall also apply tenants and guests.

1.3 In addition, owners are expected to comply with all ordinances and codes of the City of Encinitas.

## **2. Trash Containers**

2.1 Refuse containers, including trash, recyclable materials, and plant refuse may only be set out at the curb after sunset the day before the scheduled collection and must be removed by 10:00 PM the day of the scheduled collection. In addition, the following code requirements must also be adhered to:

- Containers may not be placed in the roadway in a manner or location that interferes with vehicular traffic or driver visibility.
- Containers may not block mailboxes.

2.2 At all other times, refuse containers as described in Section 2.1 must be stored so as not to be visible in common areas or landscape easements.

2.3 Should an HOA-sponsored community trash, recycling, or plant collection event occur, containers utilized in those events may be set at the curb, outside of the normally permitted window, until the next scheduled pickup date.

### **3. Noise Control**

3.1 Please be considerate of those living close to you and keep your noise volume below levels that would likely be considered a nuisance, especially between 10:00 P.M. and 7:00 A.M.

3.2 It is the responsibility of owners to see that their actions or those of their guests, tenants, or pets do not unnecessarily disturb other residents or violate HOA rules.

3.3 Owner may engage in a home improvement project/repair Monday-Saturday between the hours of 7:00 am and 7:00 pm and on Sundays and holidays between the hours of 10:00 am and 5:00 pm provided such project is for the benefit of said residential property and is permitted by the City of Encinitas Noise Ordinance.

## 4. Pet Policy

4.1 Owners are responsible for the conduct and behavior of their pets and the pets of their visitors.

4.2 Residents who are disturbed by an animal are urged to first contact the pet's owner. Residents may also contact the City of Encinitas, Animal Control, Humane Society, or the property management company.

4.3 Complaints received by the Board of Directors regarding a dangerous pet as defined by these rules will be handled by the existing violation process, and may result in fines or in permanent removal of the pet at owner's expense. Dangerous pets include:

- a. Any pet that when unprovoked inflicts bites or attacks a human being or domestic animal or in a vicious or terrorizing manner approaches any person in apparent attitude of attack in the association's common areas; or
- b. Any pet with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
- c. Any pet which engages in, or is found to have been trained to engage in, exhibitions of animal fighting; or
- d. Any pet at large found to attack, menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal or person.

4.4 Each person bringing or keeping a pet shall be solely responsible for the conduct of his or her pet. The HOA, its Board of Directors, officers, employees, and agents shall have no liability (whether by virtue of these Rules and Regulations or otherwise) to any owners, their family members, guests, invitees, tenants, and contract purchasers for any damage or injury to persons or property caused by any pet.

## 5. Vehicles & Parking

### 5.1 Definitions

"Authorized Vehicle" shall mean and refer to any vehicle which is not a "Prohibited Vehicle" and any vehicle which is currently licensed, registered, and operable.

"Prohibited Vehicle" shall mean and refer to any commercial type vehicle (as further defined in these Rules); any recreational vehicle (including, but not limited to, any camper unit, house car, or motor home); any unlicensed motorized vehicle; any bus or van designed to accommodate more than 10 (ten) people; trailer, trailer coach, camp trailer, boat, golf cart, jet ski, aircraft, or mobile home; any inoperable or unregistered vehicle or any other similar vehicle; any vehicle or vehicular equipment, mobile or otherwise, constituting a nuisance; and/or any stored vehicle.

Exceptions: Prohibited Vehicles may be parked within an owner's garage with the door closed, so long as their presence in the HOA does not otherwise violate the CC&Rs.

Recreational Vehicles may be parked on the Owner's driveway or designated parking areas along the street for 24 (twenty-four) hours before and after an outing for the purposes of loading and unloading only.

"Commercial Vehicle" shall mean and refer to any vehicle bearing a commercial license, but not limited to, tank trucks, any dump truck, cement mixer truck, oil and gas truck, delivery truck, or any vehicle transporting and/or storing toxic substances, vehicles having more than 2 (two) axles, any vehicle which weighs more than 10,000 pounds, or any vehicle with a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling.

Exceptions:

- a) Company-issued vehicles used to drive to and from work; or
- b) personal vehicles used for commercial activities, including but not limited to driver services (e.g., Uber and Lyft) are not considered "Commercial Vehicles".

"Inoperable Vehicle" shall mean and refer to any vehicle which has a broken engine or

is otherwise in a state not qualified for or capable of being driven on public streets, or which is wrecked, burned, wholly or partially dismantled, or which lacks an engine, transmission, wheel(s), or which is on the blocks, or which lacks a current valid license or registration or which otherwise is incapable of being driven upon the public highways of the state of California in full compliance with the California Vehicle Code.

“Stored Vehicle” shall mean and refer to any vehicle parked in the Common Area for more than a total of 72 (seventy-two) hours in any consecutive 7 (seven) - day period without being moved at least 1/10 (one-tenth) of a mile.

5.2 Prohibited vehicles shall not be allowed in any portion of the Common Area (including, but not limited to, private and public streets), driveways, or other exposed parking areas of the HOA, except for:

- a) emergency vehicle repairs,
- b) commercial deliveries,
- c) temporary construction shelters or facilities during and used exclusively in connection with the construction of any work or improvement, and
- d) unloading and loading (“Transitory Use”), provided that no Transitory Use shall extend over 18 (eighteen) hours at 1 (one) time during a 7 (seven) - day period.

5.3 Owners may park Authorized Vehicles in the driveway of their Residential Unit as long doing so does not obstruct free traffic flow or damage HOA-maintained landscaping present within the driveway strips. The HOA may charge the homeowner for the cost of restoring HOA-maintained landscape damaged by vehicle parking.

5.4 Major automobile repairs (e.g. engine overhauls or transmission) are not permitted on the premises.

5.5 Vehicles may not block the streets in a way that would obstruct the access of the fire department and emergency vehicles.

5.6 Vehicles parked in fire lanes may be subject to towing without notice.

5.7 No vehicles shall be left in a condition that would constitute a fire or any safety



hazard.

5.8 Maximum speed limit on the property is 10 mph.

5.9 Portable storage units may be utilized for 72 hours and must be stowed in the unit driveway. Owners requiring a longer use period will obtain a limited use permit from the HOA, not to exceed two weeks (14 days).

5.10 Vehicles parked in violation of these Rules and Regulations are subject to fines and may be towed at the vehicle owner's expense in accordance with the California Vehicle Code.

5.11 Only the HOA, through the property management company, can authorize the towing of vehicles from the HOA's private streets or from the property of other owners. Owners shall not be permitted to unilaterally enforce the Association's parking rules by authorizing the towing of vehicles from the HOA Common Area.

5.12 Vehicles which pose a safety threat can be towed without notice to the owner. For all other parking violations, should the HOA authorize towing, a written notice will be taped to the window of the vehicle, allowing the owner a 24-hour period to relocate the vehicle.

## **6. Architectural Control**

6.1 The Board of Directors shall appoint an Architectural Committee to review any proposed improvements or modifications to the exterior of any home and outside the home and within the boundaries of the "Residential Unit" as defined by the Condominium Plan (including but not limited to the placement of antennas, alterations to or erection of structures visible from the Common Areas, or building or placement of patio covers, exterior sunshades, awnings, walls, fences, etc.).

6.2 The Architectural Committee shall be guided by the CC&Rs and these Rules and Regulations and the Architectural Guidelines adopted by the Board of Directors which are incorporated herewith by reference. The Architectural Guidelines, once adopted, shall have the same force as these Rules and Regulations.

6.3 Plans, specifications, contractor information including license and insurance information, and an Architectural Request Form must be submitted to the Architectural Committee through the property management company for review and approval prior to installation.

6.4 Owner must ensure that their proposed improvements comply with all local, state and federal laws, including, but not limited to, license or permit requirements. The Board of Directors does not assume responsibility for ensuring owners' compliance with these laws.

6.5 The Board of Directors may request the removal (at the owner's expense) of any improvements, changes or modifications made without prior written architectural approval and require the restoration of any affected property to a satisfactory condition. If an owner chooses to obtain architectural approval after the fact, said owner will have 15 days following receipt of a Notice of Violation to complete and submit the architectural change request form. Failure to do so may result in sanctions or monetary penalties.

## **7. Porches**

7.1 Miscellaneous equipment or materials, such as bicycles, towels, shoe racks, wood piles, washers/dryers, surf boards, rusted metal outdoor furniture, indoor furniture, etc., may not be stored on front area porches.

7.2 Front area porches are not to be used for such purposes as drying laundry, miscellaneous storage, etc. Clothing, towels, etc. are not permitted to hang on or over front porch railings.

7.3 Front area porches must be maintained at all times so as to enhance, rather than detract from the aesthetic appearance of the community. The Board of Directors reserves the right to determine the appropriate aesthetic standards for the community.

7.4 Holiday decorations must be removed no later than three weeks after the holiday.

7.5 All garden hoses must be hidden from view or kept neatly coiled.

## **8. Smoking**

8.1 Smoking is not permitted in the common areas, including the creation of second-hand smoke may not escape from your home, vehicles, etc. to the extent that it affects others.

## **9. Exterior Lighting**

9.1 Each Residential Unit is equipped with one or more light fixtures on the front side of the Unit facing the private street which were provided by the builder with explicit intent of enhancing neighborhood security. The light fixture(s) or light bulbs will be activated by a photo-cell system which will cause them to turn on approximately at dusk and to turn off approximately at dawn. The light fixtures will be powered by the electrical meter of the Residential Unit on which they are affixed.

9.2 The light fixtures are a major component of the lighting system of Mendocino and it is important that each owner:

- a) maintain the light fixtures on their Residential Unit in good working order;
- b) change the light bulbs when they burn out and replace other components as needed;
- c) not dismantle the system; and
- d) not obstruct or disable to photo-cell system.

## **10. Rental of Units**

10.1 Owners are required to provide their tenants with a copy of the Governing Documents, including these Rules and Regulations. All tenants must comply with the governing documents of the HOA.

10.2 No short-term vacation rentals (less than 30 days) are allowed.

10.3 Owners are responsible for filling out the Tenant Registration within 30 days of any move in date.

## **11. Common Areas**

11.1 Parents must supervise the activities of any minor children in the common areas.

11.2 No printed materials may be posted on the mail boxes.

11.3 Owners shall not interfere in any way with the work of any contractors or vendors hired by the HOA, gardeners, handymen or any other personnel employed by the HOA to maintain the Common Area or front yard landscaping.

11.4 Owners shall not cause any alteration, plantings, pruning, additions or removals to any of the landscape of the Common Area and front yard landscaping without prior written approval of the HOA.

## **12. Sporting Apparatus**

12.1 Portable sporting apparatus, such as a portable basketball standard, shall not be used in the HOA, except with the prior written approval of the Board of Directors.

12.2 Hours of play are limited to no earlier than 8:30 a.m. and no later than sunset or 7:30 p.m., whichever is earlier so as not to create a noise nuisance to neighbors.

12.3 Portable basketball hoops are allowed in the Owner's driveway. However, it is the Owner's responsibility to ensure public safety and that other Owner's property is not damaged while the basketball equipment is present and in use.



### **13. Front and Side Yard Landscaping**

13.1 Front, side yard, and common area landscape maintenance is the responsibility of the HOA.

13.2 Owners may upgrade their front and side yard landscaping at their own expense provided the modifications do not affect the HOA's monthly cost of landscape maintenance and are approved by the Landscape Committee in advance.

13.3 The Landscape Committee shall develop, adopt, follow, and enforce Landscaping Guidelines (including, but not limited to, landscape palettes, approved plant lists, and homeowner landscape modification procedures).

13.4 Any landscape changes or installation made by the owner (with the approval of the HOA) shall be maintained by the HOA's landscaper in a manner deemed appropriate by the HOA.

13.5 The Red Stake program has been discontinued by the Board of Directors and any remaining Red Stake agreements grandfathered.

## **14. Administrative Matters**

14.1 All new owners shall fill out the Electronic Notification form within 30 days of the purchase of their Unit.

14.2 Owners are responsible for informing the HOA, in writing, of the address to be used for the purpose of receiving notice, if it is different from the owner's Residential Unit address at the HOA. If the HOA has not been notified in writing of such a mailing address change, notice shall be deemed to have been given by the HOA if mailed to the address of the owner's Residential Unit within the HOA.

14.3 Owners have the right to raise any Association-related issues directly with the Board of Directors during Open Forum of regular Board meetings or by sending in their comments/concerns to the property management company at any time

14.4 Owners shall direct all maintenance requests, concerns and violations to the property management company by downloading, filling out and submitting the appropriate form on Mendocino's website.

14.5 Owners shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at the Board of Directors or the property management company, its agents, employees, or vendors.

## **15. Violations and Enforcement**

15.1 Board of Directors may impose sanctions or monetary fines on owners that are determined to be in violation of any provision of the CC&Rs, Bylaws or Rules and Regulations. Sanctions and monetary fines shall be the last resort in attempting to achieve compliance. The Board of Directors shall not attempt to adjudicate allegations of criminal acts. Such acts shall be reported to the appropriate law enforcement agency.

15.2 Owners may lodge a complaint or report a violation by completing the Violation Reporting Form (VRP) which is available on the HOA website or directly from the property management company and submitting it to the property management company. Incomplete forms cannot not be acted on. The owner who submits a complaint or report may remain anonymous if the violation can be independently verified by the Board of Directors. Anyone wishing to remain anonymous must indicate their desire to remain anonymous when reporting an alleged violation to the property management company.

15.3 Once a VRP has been received by the property management company, notice will be sent to the responsible owner. All reasonable methods of communication will be utilized to inform the said owner of the alleged violation, to include email, certified mail, and personal delivery.

15.4 The responsible owner shall have the opportunity to dispute the allegation before the Board of Directors, in person, in writing, or through a representative.

15.5 The Board of Directors will deliberate on alleged violations in an executive session, utilizing pertinent evidence. If oral statements are presented, those statements must be recorded in writing and executed by the person(s) giving said statement(s).

15.6 If the Board of Directors concludes that a violation has occurred, a Notice of Violation shall be given to the responsible owner by any reasonable method to provide actual notice. Owners who have signed the Electronic Notification Form will receive notices electronically.

15.7 Sanctions may be utilized where appropriate, when the Board of Directors reaches a majority vote that a violation has occurred, but do not have unanimous agreement. Sanctions include temporary suspension of an owner's right to vote, run for office and/or serve on the Board or committees. Before sanctions can be imposed, the Board of Directors shall clearly outline remediation requirements. Once the violation has been remediated, sanctions shall be immediately removed. Sanctions shall be suspended during the appeal process.

15.8 In order to impose monetary fines, the Board of Directors must conclude by unanimous vote that a violation has occurred. Before monetary fines can be imposed, the Board of Directors shall clearly outline remediation requirements. The responsible owner will have 60 days to appeal a monetary fine. Monetary fines shall be suspended during the appeal process. Monetary fines and schedules are defined by Section 16.

15.9 An owner may appeal a Notice of Violation at any time within 60 days of receipt. Once the property management company receives the owner's intent to appeal in writing, the appeal process begins. The Board of Directors will afford the owner the opportunity to submit additional information in their defense during an open meeting.

## **16. Monetary Fines and Schedules**

16.1 Fines may be imposed as follows, after completion of the process described in Section 15:

First offense - up to \$100 per infraction or actual cost of damage or vandalism;

Subsequent offense - up to \$200 per infraction or actual cost of damage or vandalism; and

Continuing offense - \$10 per day for each day the infraction exists. The Board of Directors may impose a daily fine without further hearing.

16.2 The HOA may impose an Enforcement Assessment for any costs incurred by the HOA, including attorney's fees and costs, and other charges related thereto, with the respect to the violation.