

**2023 RESTATED
RULES AND REGULATIONS
OF
RANCHO ESCONDIDO HOMEOWNERS INC.**

**An Association for a Residential Senior Housing
Manufactured Home Condominium Community**

**NOTICE
(Gov't. Code 12956.1)**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

INTRODUCTION TO THE RULES & REGULATIONS

Rancho Escondido Homeowners' Inc. manages and operates all functions of the organization and maintains all common areas, jointly owned by all homeowners, in accordance with the Covenants, Conditions and Restrictions (CC&Rs), By-Laws and the Rules and Regulations of the organization. Common areas include streets, clubhouses, swimming pools and certain defined park areas. The cost of repair, maintenance and replacement of buildings, equipment and common park areas is included in the Homeowners' annual budget and is funded by the monthly Homeowners' assessment fee. Anyone purchasing a space and manufactured home, or space-only, automatically becomes a member of Rancho Escondido Homeowners, Inc. For maintenance of property values and esthetic compliance, Rancho Escondido Homeowners', Inc. also provides a means to accomplish architectural control. The CC&Rs are recorded in the office of the San Diego County Recorder.

Pursuant to the authority vested in the Board of Directors by CC&Rs, Article III, paragraph 3.5.2, the following rules have devised for the benefit and protection of all residents of Rancho Escondido and to maintain the high standards expected by you. We trust we will have your complete cooperation in keeping these standards high and maintaining a happy and friendly atmosphere in this community.

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Article 1 Residency Restrictions

- 1.1 **Community Purpose:** Rancho Escondido Homeowners Inc. is a senior citizen community, as defined in Section 4.1 of the Association CC&Rs.
- 1.2 **Age Restrictions:** At least one (1) qualifying permanent resident in each dwelling must be fifty-five years or older with the following exceptions:
 - 1.2.1 **Spouse or Domestic Partner:** A spouse or domestic partner of the Qualifying Resident who is at least forty-five (45) years old may continue to occupy the Manufactured Home after the Qualifying Resident moves from the Manufactured Home or dies.
 - 1.2.2 **Permanent Resident:** An occupant is considered a permanent resident if he/she resides in the Manufactured Home for at least six months during a calendar year.
- 1.3 **Age of Co-Habitants:** Permanent co-habitant (brother, sister, son, daughter, grandson/daughter, friend) residing with a Qualifying Resident must be forty-five (45) years or older except for caregivers or challenged dependent children, as defined in Article 1.3.2 below.
 - 1.3.1 **Caregiver Specifications:** A caregiver must be 18 years or older and must be qualified to provide the services specified by the doctor. A caregiver must be approved by the Board and can no longer be a resident when the resident being cared for no longer needs assistance, dies or moves from the park.
 - 1.3.2 **Physically or Mentally Challenged Dependent Children:** Physically or mentally challenged dependent children of a Qualifying Resident or co-habitant are allowed permanent residence, with no age restrictions, providing a qualified physician statement is approved by the Board. A physically or mentally challenged child may continue to reside in the Manufactured Home as long as there is a permanent Qualified Resident caring for the child.
- 1.4 **Spouse and Domestic Partner Eligibility after Homeowner Vacates:** A Qualifying Resident's spouse or domestic partner who is under the age of forty-five (45) shall be required to move out of the Manufactured Home within six (6) months of the date the Qualified Resident dies or moves from the Manufactured Home unless the resident turns 45 during the 6-month period.
- 1.5 **Co-Habitant Eligibility After Homeowner Vacates:** Co-habitants (brother, sister, son, daughter, grandson/daughter, friend) under the age of fifty-five (55) residing with a Qualifying Resident is required to move out of the Manufactured Home within ninety (90) days of the date of the Qualifying Resident dies or moves from the Manufactured Home.

NOTE: Refer to Article 4 of the Association CC&Rs for further Senior Community Restriction Details.

Article 2 Manufactured Home/Space Ownership Rental Restrictions

- 2.1 **Number of Homes/Spaces Allocated per Homeowner:** No individual or entity, its respective partners, successors in interest, and/or assigns shall be permitted to acquire more than two (2) Manufactured Home Spaces in the Community.
- 2.2 **Rental Restrictions:** The Homeowners Association enforces a "Rental Cap" of twenty five percent (25%), or no more than eighty-five (85) units of the total community of three hundred thirty-eight (338) dwellings, that may be rented.
- 2.3 **Rental Registration:** Homeowners intending to rent must complete a Rental Registration Form obtained from the Park Office.
- 2.4 **Board Interview of Perspective Tenants:** Before renting or leasing a Manufactured Home Space, the owners must give the Association the names of all perspective tenants and members of the tenant's family who may occupy such Manufactured Home Space. The Board of Directors, as representative of the

Association must be given the opportunity to interview the prospective tenants to ensure that they meet the age requirements for residency in the community and otherwise comply with the requirements of the Governing Documents.

- 2.5 **Term of Lease:** No lease shall be for a period of less than thirty (30) days or for hotel, transient, fractionalized ownership interest or timeshare purpose. When the "Rental Cap" is reached, the rental request will be put on a waiting list and the requestor will be notified when an opening becomes available. Openings will be filled in the order of the requests received. First on the list is given the first opening.

NOTE: Refer to Article 6.15 of the Association CC&Rs for further restrictions for leasing Manufactured Home Spaces.

Article 3 Guests

- 3.1 **Visitor Limitations:** A guest is a visiting person who stays less than three (3) consecutive weeks or less than thirty (30) days in any twelve (12) month period.
- 3.2 **Registering Guest as a Resident:** Any person visiting longer than stated in 3.1 must register with the Homeowners Association as a resident with the Park Office, and meet the residency requirements of Article 1.
- 3.3 **Homeowner Responsibility for Guests:** Homeowner agrees to acquaint all guests with the conditions of residency in the park, including but not limited to, the Homeowners Association Rules & Regulations. The homeowner is personally responsible for all actions and conduct of their guests.
- 3.4 **Absence of Homeowner:** No guests may occupy or otherwise use a homeowner's manufactured home during the homeowner's absence without notification to the Park Office.
- 3.5 **Guest Obligations:** Guests are required to follow all parking rules as set out in Article 11 of these Rules and Regulations. Residents are responsible for supervising the parking of their guests and are subject to fines and penalties for infractions by their guests.

Article 4 Landscaping and Trees

- 4.1 **Architectural Committee Approval:** Changes to existing landscaping must have prior approval by the Architectural Committee.
 - 4.1.1 **New Grass Moratorium:** There is a moratorium on the planting of new grass on park common ground and homeowner spaces.
- 4.2 **Replacement of the Same Landscaping:** Replacement of the same landscaping requires approval by the Association.
- 4.3 **Architectural Landscape Change Forms:** Architectural Landscape change forms are available at the Park Office.
- 4.4 **Fallen Fruit, Leaves, and Branches:** Residents are responsible for picking up all fallen fruit, leaves, and branches on their property.
- 4.5 **Fallen Trees:** Residents are responsible for the disposition of dead/fallen trees on their property.
- 4.6 **Approval for planting, replacing, or removing trees:** The planting, replacement or removing of trees, on a Homeowner's lot requires written approval by the Architectural Committee and the Board of Directors.
- 4.7 **Expense of Removal and Replacing a Tree:** Removal and replanting of a tree will be at the Homeowner's expense and must include root and stump grinding to a least 6 inches below grade level.
- 4.8 **Required New Tree Size:** The new tree must be at least 25 gallons.
- 4.9 **Liability for Damage:** The Association accepts no liability for any damage done to private property as a result of a homeowner planting or removing any tree.

- 4.10 Tree Maintenance
 - 4.10.1 **Trees Maintained by the Association on Personal Lots:** Certain trees on Homeowners lots have been designated by the Architectural Committee and the Board of Directors as “key trees” to be maintained by the Homeowners Association. A list of these key trees, subject to change, is available in the Park Office.
 - 4.10.2 **Trees Maintained by the Homeowner on Personal Lots:** Maintenance of all trees on a Homeowner lot, except those key trees designated to be maintained by the Association are the responsibility of the Homeowner, at the Homeowner’s expense.
 - 4.10.3 **Trimming of Trees on Personal Lots:** It is recommended that Trimming of trees, except fruit trees, on a Homeowner’s lot should be done by a Board of Directors approved professional tree service company.
 - 4.10.4 **“Volunteer Trees on Personal Lots:** It is the Homeowner’s responsibility to remove any “volunteer” trees from their property while the tree is small so that property damage can be averted.

Article 5 Library

- 5.1 **Maintenance:** The Rancho Escondido Library is maintained by park volunteers (residents).
- 5.2 **Donations:** All Books, Videos, DVDs, puzzles, and games are donated to the Library.
- 5.3 **Checkouts and Returns:** All Library items may be checked-out and kept as long as desired. Returned items should be placed in the designated area, to be filed again by the Library Volunteers.

Article 6 Estate/Moving Sales

- 6.1 **When and Where They Are Allowed:** An Estate/Moving Sale may be conducted at a Manufactured Home space after the death, permanent relocation to a Care Facility, or moving from the Park by the Qualified Resident.
- 6.2 **Advance Notice:** The Park Office must be notified in advance of the sale.
- 6.3 **Notice of the Estate/Moving Sale may be advertised.**
 - 6.3.1 **Posting Signs in the Park:** An Estate/Moving Sale sign can be posted at the entrance of the Park where it will be visible from El Norte Parkway, and at the sale location. The space number can be shown on the signs. Directional signs are allowed.
- 6.4 **Limitations:** Estate/Moving Sales are limited to three days from 10 am to 4 pm.
- 6.5 **Parking:** Parking of potential buyers must be policed by the persons conducting the sale. All parked cars are to be on one side of the street and must not block driveways/carports or be a nuisance to the neighbors.
- 6.6 **Negligence:** Negligence of these rules could give the Board cause to give notice to discontinue the sale and/or impose a fine.

Article 7 Private Use of Upper Clubhouse

- 7.1 **Who is Allowed to Reserve the UCH:** The Upper Clubhouse is available for private use by Homeowners or Residents.

- 7.2 **Who Must be Present During Private Use:** The Homeowner or Resident must be present at all times during the private event.
- 7.3 **Required Reservation Form:** A completed Reservation Agreement Form is required.
- 7.4 **Reservation Request Form Availability:** Reservation Request Forms, with complete rules & instructions, are available at the Park Office.
- 7.5 **Charges for Cleanup and/or Repair:** If the premises are not left as found or if there is damage to Association property, the homeowner will be charged the cost to clean up and/or repair the property.

Article 8 Lease of R.V. Lot Spaces

- 8.1 **REHOA and SDGE Land Lease:** The R.V. Lot area is leased by Rancho Escondido Homeowners' Association (REHOA) from San Diego Gas and Electric Co. (SDG&E).
- 8.2 **To Whom Spaces Will be Leased:** The HOA, in turn, leases lot spaces to Homeowners, Residents and qualifying Non-Residents on a month-to-month basis. Homeowners and Residents have priority over Non-Residents regarding space availability.
- 8.3 **Obtaining Information on Leasing R.V. Space:** Complete rules governing lease of an R.V. Lot Space, together with Lease Agreement Forms, are available at the Park Office.

Article 9 Pets

- 9.1 **Number and Type of Pets Allowed:** Per the Association CC&Rs, Owners or residents of the Community may keep one usual and ordinary domestic pet, as defined in Civil Code section 4715(b), except that fish are not considered pets for the purposes of this article.
- 9.2 **Registration and Board Approval:** Residents must receive Board approval and register their pet. Registration agreement forms are available at the Park Office.
- 9.3 **Park Lawns and Common Areas:** Pets are not permitted in common areas or streets except as designated by the Board. Park lawns are not to be used by any pet for any reason.
- 9.4 **Picking Up After Your Pet:** Homeowners must pick up after their pet and keep their property free of droppings and odor.
 - 9.4.1 **Pets Outside of the Manufactured Home:** Pets are not to be left outside of the manufactured home unless accompanied by a resident.
 - 9.4.2 **Food and Water:** Food and Water must not be left outside at any time.
- 9.5 **Pet Perimeters:** Your pet must remain at all times within your property lines (except when transporting in and out of park) or, when visiting other residents in the Park, the pet may be taken onto that resident's property for the duration of the visit.
- 9.6 **Pet Nuisances:** If your pet is reported as a nuisance (barking, meowing, etc.), you must mitigate the problem. If the pet continues to be a nuisance, you must remove it from your property.
- 9.7 **Animal Control and Filing a Complaint:** If a resident has an issue with a neighboring resident's pet, it is that resident's responsibility to notify Animal Control and file a complaint if the Homeowners Association cannot get desired results.
- 9.8 **Pet Replacement:** When the approved pet no longer resides at the home, the resident must go through the re-registration and approval process before bringing another pet into the home.

- 9.9 **No Commercial Activity:** No one may breed, raise, or keep any animals in a manufactured home for commercial purposes.
- 9.10 **Pet Park:** If the Board elects to approve and establish a Pet Park, it shall be available only to residents and their guests. Visitors of a resident in the park may use the Pet Park only during their visit, while accompanied by the resident.
 - 9.10.1 **Control of Pets:** Pets using the Pet Park must be leashed at all times on a leash no more than six feet in length, held by a competent person capable of controlling the animal who will be responsible for their pets at all times.
 - 9.10.2 **Pet Park Cleanup:** Pet owners using the Pet Park are responsible for cleaning up their pet's wastes to keep the area free of droppings and odor. The waste must be disposed of properly, either in bins at the Pet Park if available, or as a part of the resident's normal waste disposal process.

Article 10 Architectural

- 10.1 **Architectural Changes:** All architectural changes to the exterior of a Homeowner's manufactured home and/or lot must be approved by the Architectural Committee before any alterations can be started. Failure to complete this form will result in fines in accordance with the Rules and Regulations Fine Schedule, located at the end of this document. An architectural form is required even if the work to be done is required by a notice from the Board to properly maintain the manufactured home.
- 10.2 **Completion Deadline for Remodels and or Changes:** Remodels and/or changes to the exterior must be completely installed, including landscaping, to the satisfaction of the Architectural Committee within thirty (30) days of commencement of work, excluding days that contractors are not allowed to work, unless an extension is approved by the Architectural Committee. Commencement of work must be within ninety (90) days of the submission and approval of an architectural form. Failure to complete the project will result in fines in accordance with the Rules and Regulations Fine Schedule, located at the end of this document.
- 10.3 **Removal of a Manufactured Home:** Removal of a manufactured home requires the submission of a special procedures and specification application form, which is available at the Park Office. Removal of a manufactured home requires a \$2,500.00 deposit which is refundable providing there is no damage done to the Association's property.
- 10.4 **Installation of a Manufactured Home:** Installation of a manufactured home on a lot also requires the submission of a special procedures and specification application form, which is available at the Park Office. Installation of a new manufactured home on a lot also requires a \$2,500.00 deposit which is refundable providing there is no damage done to the Association's property. Pursuant to California Mobile Home Regulations fills must be made with a compacted class 2 aggregate six (6) inches in depth. Until a copy of the Certificate of Occupancy is presented to the Park office, there will be no refund of the deposit. Installation of landscaping must be completed within 90 days of the date of the Certificate of Occupancy.
- 10.5 **General Application Forms:** All other architectural changes require a general application form which is available in the Park Office.
- 10.6 **Guidelines for Architectural Work:** Listed below, but not limited to, is a guideline of regulations that homeowners must adhere to when completing an architectural change request form. Any variance request will be reviewed by the Architectural Committee and the Board of Directors, if necessary, for acceptance.
 - 10.6.1 **Set Back:** Generally the Rancho Escondido Homeowners Association set back is five (5) feet from the property line. Variance requests to this guideline will be reviewed by the Architectural Committee and the Board of Directors if necessary.

- 10.6.2 **Privacy Fences and Carport Awnings:**
- 10.6.2.1 **Privacy Fences** are allowed providing they are no longer than eight (8) feet, six (6) feet high and with two (2) foot open spacing between the panels.
- 10.6.2.2 **Carport Awnings:** If it is desired to provide protection from the sun and elements for vehicles parked in carports, the maximum vertical width of the panels used will be one-half of the height of the carport above the driveway. Open lattice types of panels may extend to the carport gutter because they provide a 60% open area.
- 10.6.3 **Storage Sheds and Containers:** Homeowners may install storage sheds and containers, with a maximum total of 120 square feet. Storage sheds attached to the manufactured home must have a city code approved fire wall between the manufactured home and the storage shed.
- 10.6.4 **Satellite Dishes, Antennas, Masts, and Flagpoles:** Antennas, masts, flagpoles and similar structures are not prohibited but should be chosen and installed in such a manner as to not negatively impact the visual appeal of the community. To that end, the installation of such items will require an architectural request form and approval of the Architectural Committee and the Board, if necessary.
- 10.6.5 **Painting or Repainting of a Manufactured Home:** A paint sample must be presented for Architectural Committee approval when repainting the outside of the manufactured home, storage shed, porches, awnings, decks, fences or trellises. The suggested colors are: white, beige, muted greens, muted yellows, grey tones or earth tones for a main color. All color requests will be reviewed by the Architectural Committee and the Board of Directors if necessary. Spraying of oil base paint or toxic base paint is not allowed in the Park.
- 10.6.6 **Painting of Driveways:** Painting of Homeowners' driveways is not allowed in the Park.
- 10.6.7 **Building Permits and Licenses:** Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances. All such appliances, equipment and structures must comply with all federal, state and local laws and ordinances. All permits required by law must be posted to the structure being built.
- 10.6.8 **Use of Licensed Contractors:** Although the use of licensed contractors by homeowners is not a CC&R requirement, the Board of Directors requires that homeowners use licensed contractors for spray painting (water base only) and connections to park utilities (water, gas, electric). However, it is strongly recommended that homeowners use licensed, insured contractors including worker's comp insurance (if required) for all home projects. The use of contractors without liability and/or worker's comp insurance could result in the homeowner being liable for any personal injury or property damage that may occur while they are working.
- 10.6.9 **Park Working Hours for Contractors:** Contractors and workers may work from 8:00 AM to 5:30 PM, Monday through Saturday. (No work on Sundays or Holidays.) Workers cannot use dumpsters for large appliances, construction materials, or demolition debris. Contractors' vehicles must all park on one side of the street. Recognized Park holidays are:
- President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Day
 - New Year's Day
 - Note that if a holiday falls on a Saturday, the holiday will be observed on the previous Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Article 11 Vehicle & Golf Cart Parking

- 11.1 **Fire Lanes:** Park streets are fire lanes, therefore street parking is not permitted, specifically including unpowered items such as moving “Pods” and unattached contractor trailers. Exceptions are as follows:
- 11.1.1 **Contractor Parking:** All Contractors must park on the same side of the street and cannot block driveways.
- 11.1.2 **Clergy, and Caregiver Parking:** Clergy and Caregivers may park on the street in front of a manufactured home for a maximum of 2 hours if space is not available in the carport/driveway.
- 11.1.3 **RV Loading:** RV Vehicles may park on the street in front of a manufactured home for up to 24 hours for loading & unloading only. (No blocking of the streets or to/from residents’ driveway.)
- 11.2 **Street Parking:** Short term (no more than 2 hours) parking by guests on the street in front of the manufactured home they are visiting is allowed, providing there is no room in the carport/driveway and a convenient guest parking spot is not available.
- 11.3 **Violators:** The owner responsible for any contractors, invitees or guests may be subject to fines for violations of the above mentioned items and the vehicles in violation will be subject to towing, if necessary.
- 11.4 **Registering Guests:** The resident is responsible for registering guests who will be using the guest parking more than 5 days. A parking permit for 6 to 30 days is available at the Park Office. The permit is to be displayed on the dash of the visiting vehicle. In general, guests are to use residents’ carports for parking when available.
- 11.5 **What May Not be Parked on Your Property:** Motor homes, buses, travel trailers, boat trailers, trailers and any other similar vehicles may not be parked on the Residents space. (Homeowners whose primary means of transportation is a motor home, may park in their respective carports with the written permission from the Homeowners Association.)
- 11.5.1 **Parking Commercial Type Vehicles:** Parking Commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines) is prohibited in the community. Commercial Vehicles shall not include sedans or standard sized pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board of Directors.
- 11.6 **LCH Front Entry:** Parking under the front entry of the Lower Clubhouse is permitted while dropping off or picking up other persons. Parking for 20 minutes is allowed when making deliveries or conducting Park business. This includes golf carts.
- 11.7 **Common Areas Where Parking is Not Permitted:** Parking is prohibited on all landscaping of common area, including walkways and entrances/exits of clubhouses. This includes golf carts.
- 11.8 **Parking on Homeowner’s Property:** With the exception of golf carts, residents must park their vehicles under their carport awning or in the driveway leading to the awning providing their vehicle does not extend over the gutter. Parking of vehicles anywhere else on the lot is not permitted. Non-compliance will result in the vehicle being fined and/or towed. Golf carts must be parked on the resident's property.
- 11.9 **Board Notices:** A ticket or windshield note is the Board’s way of serving notice for a violation of the Parks Rules & Regulations. Repeat violations may result in the vehicle being towed at the resident's expense, and will result in a fine.

Article 12 Vehicle Use, Maintenance & Repair

- 12.1 **Speed Limit:** Maximum speed in the Park is 15 MPH for all vehicles.

- 12.2 **Obey Traffic Signs:** Residents and guests must obey all posted traffic signs, including stop signs and no parking signs.
- 12.3 **Pedestrians:** Pedestrians have the right-of-way, always.
- 12.4 **Age Restrictions and Prohibited Activity:** Riding of conveyances without brakes, such as skateboards, scooters, and roller skates is not allowed in the Park. Children under the age of 16 are not allowed to ride bicycles or drive golf carts in the Park. Guests driving a golf cart in the Park must be accompanied by a resident.
- 12.5 **Mechanical Maintenance:** Mechanical maintenance, other than emergencies, on any vehicle may not be done in the Park. All vehicles must be operational with current registration and insurance. Any vehicle leaking oil or fluids can not be parked in the common areas or guest parking spaces. Should any vehicle leak oil or fluids causing damage to cement or blacktop surfaces, the owner of such vehicle is responsible for cleaning the surface, including any cost to repair the surface. Car washing is allowed only at the designated car wash in the Park.

Article 13 For Sale/For Rent Signs of Manufactured Homes

- 13.1 **For Sale/Rent Signs:** A “For Sale” or “For Rent” sign can be displayed in the front yard or window. If in the front yard, it must be professionally made and hanging on an inverted “L” bar that is in the ground.

Article 14 Open House Signs

- 14.1 **Open House Signs:** “Open House” signs can only be displayed if the Manufactured Home is actually open and there is a salesperson to show the interior and answer questions. Signs may be displayed giving directions to the location of the Manufactured Home with one (1) at the Manufactured Home. All signs must be professionally made and must be taken down when the “Open House” is over.

Article 15 Commercial Activities

- 15.1 **Advertising:** No commercial activity or For Sale signs or other signs advertising anything for sale or advertising any other commercial activity are permitted (e.g. Landscaping, Painting, and Solar) except as specifically permitted by the Homeowners Association residency documents.

Article 16 Water Use & Discharge Restrictions

- 16.1 **Restrictions in Effect at All Times:** The following water use restrictions are in compliance with Escondido’s Municipal Codes and are in effect at all times.
- 16.2 **Watering:** Watering lawns or landscaped area in a manner that causes run-off is prohibited. Watering must be done between 6:00 PM and 9:00 AM, except for short periods of time to test irrigation systems. New plantings may be watered as needed until established. No new grass may be planted.
- 16.3 **Fountains:** Fountains must have a recirculation system.
- 16.4 **Car Wash:** Vehicles can only be washed in the car wash located next to the laundry room behind space #92. A hose with a shut-off nozzle must be used. The car wash is open for residents only from 8:00 AM to 6:00 PM every day of the week.

- 16.5 **Using Water Hose for Cleaning:** As a part of water conservation efforts, do not use a water hose to clean your patio, driveway, carport, sidewalk, parking areas or the streets.
- 16.6 **Street Gutters and Storm Drains:** The discharge of anything except rainwater to a street gutter/storm drain is prohibited.
- 16.7 **Mobile Home etc. Washing:** Wash water resulting from mobile operations, such as mobile home washing, steam cleaning, power washing, solar panel cleaning, and carpet cleaning etc. is not permitted to run into the gutter.
- 16.8 **Water Containing Chemicals:** Water containing chlorine or other chemicals must be discharged into the Park sewer systems.

Article 17 Lot & Manufactured Home Maintenance & Appearance

- 17.1 **Space and Manufactured Home Maintenance Appearance:** Homeowners shall maintain their space and the manufactured home and all the landscaping, structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well-kept fashion.
 - 17.1.1 **Maintenance Responsibility When Vacant:** When a resident is away, it is the Homeowner's responsibility to have someone maintain their manufactured home and lot, but not reside there without Board approval.
 - 17.1.2 **Violations:** The owner shall be responsible for completing and/or hiring a person or company to ensure all violations are corrected. Failure of the owner to maintain the property and/or home will result in a violation notification being sent to the owner.
- 17.2 **Paved Surfaces:** All concrete, asphalt and other surfaces shall be maintained in good condition and repair, kept clean and maintained free of oil and all other sticky or oily substances
- 17.3 **Fees for Violations:** If a Homeowner fails to maintain their lot and home, the Association will have the work completed. The Homeowner will be billed for the associated costs and a fine will be levied.
- 17.4 **Drainage:** Homeowner is responsible for not allowing drainage onto adjacent lots or the common area landscaping.
- 17.5 **Upkeep of Gutter/Ramp:** Homeowner is responsible for keeping the gutter under any ramp, from the street to the carport, clear of leaves and debris.
- 17.6 **Area Under Manufactured Home:** Wheels, hitches and other items for manufactured homes permitted by law are the only objects which may be stored under the manufactured home.
- 17.7 **Area Outside of Manufactured Home:** Unless specifically permitted by the Homeowners Association residency documents or approved by Homeowners Association, nothing may be placed or stored outside of the manufactured home or storage unit(s). This includes, but is not limited to: ladders, indoor furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, firewood or any item which is unsightly in appearance. Patio furniture that complies with these Rules and Regulations, operable bicycles and barbeque equipment, all of which are to be maintained in an attractive and neat condition, are the only items permitted outside of the Manufactured Home or storage shed. Nothing is to be hung outside of the manufactured home or unit to dry or air or for any other purpose except on an approved clothesline or rack as per California Civil Code Section 4753.
- 17.8 **Holiday Decorations:** All holiday decorations must be removed within three (3) weeks following the holiday.
- 17.9 **Non-Organic Garbage/Waste:** All non-organic garbage must be wrapped in drip-proof bags and placed in the dumpsters provided. All cardboard boxes must be dismantled and crushed flat, then must be placed inside the recycle bins. It is mandatory that the Park use recycle bins. The bins are located next to the dumpsters and are to be used only for the materials printed on the top of every bin.

17.9.1 **Greenery Pickup:** Greenery, bagged or tied, placed in resident's driveway Thursday or Sunday nights ONLY, will be picked by the gardeners the following day.

17.9.2 **Organic Garbage/Waste:** Organic garbage/waste must be disposed of in the dumpster(s) designated for that purpose. In-home containers may be obtained from Escondido Disposal if not available in the Park office.

Article 18 Recreational Facilities

18.1 **Hours and Rules for Recreational Facilities:** The hours and rules for the recreation facilities are posted. The facilities will be closed from time to time for cleaning and repairs. Recreational facilities rules are incorporated herein by reference.

18.2 **Hours and Rules for Pools and Spa:** The hours and rules for the swimming pools and spa are posted. The swimming pools and spa will be closed from time to time for cleaning and repairs. Swimming pool and spa rules are incorporated herein by reference.

Article 19 Park Laundry

19.1 **Hours and Rules for Laundry:** The hours and rules for the laundry are posted. Laundry facilities will be closed from time to time for cleaning and repairs. Additional rules governing the use of the laundry and its facilities are incorporated herein by reference.

19.2. **Homeowners Responsibilities:** Homeowners are required to remove clothes from the washers and dryers as soon as they are washed or dried so that other Homeowners may use them. Laundry may be hung only in designated drying areas. Nothing is to be hung outside of the manufactured home or unit to dry or air or for any other purpose except on an approved clothesline or rack as per California Civil Code Section 4753. Dyeing of clothes is not permitted in the laundry.

Article 20 Conduct

20.1 **Disturbances and Safety Problems:** Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting or illegal conduct, profanity or rude, boisterous, objectionable or abusive language or conduct.

20.2 **Persons Under the Influence:** Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to residents and guests.

20.3 **Proper Use of Electronic Devices:** Radios, televisions, record players, musical instruments and other devices must be used so as **not to disturb others**.

Article 21 Rights

21.1 **Board's Rights to Make Changes:** The Homeowners Association reserves the right to make changes or supplement these rules as may be deemed necessary or proper by the Homeowners Association, all in accordance with Article 3, Section 3.5.2 of the CC&Rs. Each rule is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other rules shall not be affected.

Article 22 Enforcement Policy & Fines

- 22.1 **Violation and Infraction Procedure:** The following procedure will apply to all violations and infractions of the governing documents including, but not limited to, rules and regulations. Homeowners may report violations to the Board of Directors by submitting a written notice describing the violation. The Board of Directors or committee appointed by the Board may also note any violations discovered during walkthroughs or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:
- 22.1.1 **Written Notice:** The Board shall give written notice to the Homeowner. The notice will contain a description of the violation, instructions regarding response to the notice and correction of the violation.
 - 22.1.2 **Corrective Action:** If no corrective action has been taken within the time stated on the warning letter, or the Board has determined no further warning letter will be issued, the Board may give the Homeowner a notice of hearing regarding possible disciplinary action. The notice shall be given not less than ten (10) days prior to the date of the hearing before the Board. The notice shall include the date, time, and location of the hearing, the nature of the alleged violation, and a statement that the member has the right to attend and may address the Board at the meeting. The Board of Directors shall meet in executive session if requested to do so by the member facing possible disciplinary action.
 - 22.1.3 **At the Hearing:** At the hearing, the Board shall allow the Homeowner to present evidence and testimony as reasonable under the circumstances. The Board, having performed its own investigation and presented its own findings, is not required to identify the person or persons who brought the matter to the Board's attention, although the Board may do so if it deems such disclosure in the best interest to the community. Deliberation of the Board after the hearing need not be undertaken in the presence of the Homeowner, or in open session.
 - 22.1.4 **Monetary Penalties:** If the Board concludes that the alleged violation occurred, the Board may impose monetary penalties, or take any other disciplinary action permitted by law and/or the governing documents. If the Board imposes discipline on a member, the Board shall provide the member written notification of the disciplinary action, by either personal delivery or first class mail, within fifteen (15) days following the hearing. The disciplinary action will be effective beginning five (5) days after notification of disciplinary action is mailed to the member.
 - 22.1.5 **Fines and Legal Fees:** If the violation continues, is repeated, or if the response is otherwise unsatisfactory, the Board may impose additional or continuing fines or other discipline as authorized herein, until such time as the matter is satisfactorily resolved. If the violation continues, is repeated or is sufficiently serious in the Board's sole discretion, the Board may also refer the matter to the Association's legal counsel. In case of litigation, the homeowner may be liable for the Association's legal costs and fees.
 - 22.1.6 **Hazard of Threat to Safety:** Notwithstanding the foregoing, under circumstances involving conduct that constitutes: (a) an immediate and unreasonable infringement of, or threat to, the safety of or quiet enjoyment of neighboring owners; (b) a traffic or fire hazard; or (c) a threat of material damage to, or destruction of, the Common Area, the Board or its agents may contact the appropriate civil authorities and after notice and hearing, undertake immediate corrective action.
 - 22.1.7 **Disciplinary Actions Requiring a Hearing:** Fines (see Fine Schedule) are considered to be disciplinary action requiring a hearing before imposition.

- 22.1.8 **Disciplinary Actions Not Requiring a Hearing:** The following items are not considered disciplinary actions, and therefore do not require a hearing before imposition:
- Warning Letters
 - Institution of Legal Proceedings
 - Initiation of Alternate Dispute Resolution Proceedings Pursuant to Civil Code 5925
 - Collection of Overdue Assessments
 - Towing Vehicles Improperly Parked on Common Area Pursuant to Vehicle Code §22658
- 22.1.9 **What the Board May Levy Fines For:** At its discretion, the Board may levy fines for violations which include, but are not limited to, hazardous activities, use restrictions, vehicle and parking restrictions, unauthorized improvements to property, and any violation of the governing documents, including, CC&Rs, By-Laws, and Rules & Regulations. At the Board’s discretion fines may range from \$50.00 to \$500.00 per incident or per day.
- 22.1.10 **Notification of Completion of Corrective Action:** Members are required to notify the Board upon correction of any alleged offense, so that the Board may inspect the correction.
- 22.1.11 **Civil Actions:** The Board may, at any time it deems appropriate, file a civil action to obtain compliance with the governing documents; the Board need not fine an Homeowner first. In a court action, the Board may seek either, or both, injunctive relief (that is, a court order requiring an owner to obey the governing documents), legal costs and/or recovery of fines, if any.
- 22.1.12 **Violations by Tenants or Guests:** Occasionally violations are committed by tenants or guest of the owner. The Homeowner is responsible for those violations. The notice of hearing will be sent to the Homeowner, although the Board may, should it desire, send a copy of the notice to the tenant as well. Notices shall be mailed to the Homeowner at the property address which the Homeowner has supplied to the Association for the purposes of receipt of notices.

Article 23 Fine Schedule

23.1	Hazardous Activities	\$50.00 - \$500.00
23.2	Use Restrictions	\$50.00 - \$500.00
23.3	Any Violation of CC&Rs, By-Laws or Rules & Regulations not specifically mentioned	\$100.00 - \$500.00
23.4	Unauthorized Architectural Changes:	\$100.00 minimum plus \$100 per day for each day after violation exists after notice to owner