

VALLECITOS RIDGE HOME OWNERS ASSOCIATION

RULES AND REGULATIONS

The attached Rules & Regulations have been developed with consideration given to providing each resident with the greatest enjoyment of the facilities without infringing on other residents and their right to quiet enjoyment of their homes and community.

Article 4.2.7 of the Association Bylaws, states the Board of Directors has the power to adopt, amend, repeal and create exceptions to, the Rules and Regulations.

These Rules and Regulations have been prepared in accordance with the Association's governing documents and in the best interest of the Association and the individual owners. This document is to be used in addition to the Bylaws, Declaration of Restrictions, Articles of Incorporation, and city, state, and federal laws, for the purpose of ensuring and enforcing compliance of all the above.

ENFORCEMENT

1. Infraction of the Rules and Regulations will be identified in writing allowing thirty (30) days to rectify the violation. If the infraction is of a dangerous nature, it shall be reported to the City of San Marcos immediately. For further information regarding the Violation Procedure and Fine Policy, please refer to the Violation and Fine Policy informational sheet.
2. Should the violation not be corrected within the given thirty (30) days, a certified letter will be sent requesting the Owner to appear for a hearing before the Board of Directors.
3. At said hearing, the Board of Directors may impose a fine of \$50.
4. Should the violation not be corrected within an additional thirty (30) days, the Board may impose a second fine of \$100.
5. An oversight of any of the restrictions, or of a community rule, or of a Board policy does not constitute a waiver of that rule and therefore must be corrected upon notice.
6. The Owner shall have the responsibility to provide and inform their tenants regarding the Rules & Regulations of the Association. Owners will be held financially responsible for their tenants' actions.

LANDSCAPING

1. Each owner shall maintain the landscaping on his or her lot in an attractive and well-kept condition at all times. The landscaping shall be free of all weeds, trash and other debris.
2. Each owner shall be responsible for landscaping the front and side yards with trees, plants and/or flowers, ground cover conformity and harmony, with the external design of the residence.

Adopted 9/14/05

3. Each owner shall landscape and maintain the sloped side yards, if located on an owner's lot, in an attractive manner. No structural, or other activities shall be placed or permitted to remain which may damage or interfere with established slope ratios, which prevents erosion and preserves the established drainage. Owners are required to keep sloped banks free of weeds and debris.

ANIMALS / PETS

1. Owners will be held responsible for any damage to the common area caused by their pet, or their tenant's pet.
2. Pet defecation is strictly prohibited on the common area and will not be tolerated. The person walking the pet is responsible for cleaning up after the pet.
3. Dogs must be kept on a leash at all times, and cats kept under control in the common area.
4. Owners may keep a reasonable number (two) of domestic household pets, provided that they are not kept, bred or maintained for commercial purposes. Small household pets such as fish or caged birds may be kept in reasonable numbers so long as there is no external evidence of their presence in the Community.
5. No pet shall be tethered to anything that enables it to be outside the home or fenced yard.
6. The Association is not responsible for wild life, rodent and or insect control or eradication.
7. Pets are not allowed into the Tot Lot area

COMMON AREA / ASSOCIATION PROPERTY

1. Destroying, removing, or altering the landscaping in the common area, regardless of condition of the plantings is prohibited. This would include but is not limited to crossing over or through Common Area, rather than using the public sidewalks or streets.
2. Littering of the common area is prohibited.
3. If any tenants or guests are observed destroying, removing, or altering the common area, the Association shall hold Owner of the Unit the tenant or guest are residing or visiting at, responsible for repairs and or replacement of damage.
4. Included in the Association's common area is approximately 28.07 acres of natural open space. Access to this area is strictly forbidden.

RESIDENTIAL RESTRICTIONS

1. No trash, garbage, or other waste material shall be kept or permitted on any residential lot except in waste containers located in appropriate areas and concealed from view. Such containers shall not be exposed in view of neighboring residences except when set out for pick-up day (not to exceed a 24-hour period before and after scheduled trash collection). Residents who plan to be away should make arrangements with their neighbors to take out and pick up their containers promptly, but nonetheless will be held accountable for the violation. Large discarded items such as old furniture, etc., are the sole responsibility of the homeowner to remove from the premises and dispose of at their discretion.
2. No clothing, household fabrics, or other unsightly articles shall be hung, dried, or aired on any exterior portion of the residence so as to be visible from other residences or the street.
3. No professional, commercial, or industrial operations of any kind shall be conducted within a residence except professional and administrative occupations, so long as; a) there is no visible evidence of the occupation b) the occupations are in conformance with all applicable governmental ordinances and c) the use is incidental to the use of the residence as a dwelling.
4. The exteriors of all residences (including fences) shall be maintained in a clean, attractive and well-kept condition. No remodeling of the exterior of unit is permitted without prior written consent by the Design Review Committee.
5. All holiday/exterior lighting and decorations that are attached to the home or landscaping must be removed within 15 days after the holiday date. They may be installed 30 days prior to the holiday date.
6. No household appliances or furniture may be stored on the premises that can be viewed by other residences, or can be viewed from the street.
7. Basketball hoops that are portable and not attached to real property are allowed. Portable basketball hoops should be used in a manner that does not interfere with the quiet enjoyment of the neighboring properties and their occupants.
8. Portable basketball hoops shall not be used in a manner as to destruct, annoy, or become a nuisance by excessive noise or playing at an unreasonable hour. No basketball may be played after 10:00 pm.
9. Portable basketball hoops must be moved close to the side of the home when not in use and must be kept within the homeowner's legal lot. Placing a portable basketball hoop in a location that would block the public right-of-way of public sidewalks and/or roads is prohibited according to the County of San Diego Ordinance (SDO) #4.99.

10. Bicycling, skating, skateboarding or roller blading are not permitted on any common area lots.
11. No Pocket Bikes, Motorized Scooters, Dirt Bikes, Off Road Vehicles or other such vehicles of the same nature are to be operated in the Association at any time.
12. An Owner may rent his Residence and Lot to a single family provided that they are rented pursuant to a lease or rental agreement that is (a) in writing, and (b) subject to the CC&R's and no less than 30 days in duration.
13. No outdoor fires are permitted, except in barbeque grills and fire pits designed and used in such a manner that they do not create a fire hazard.
14. No owner shall interfere with the enjoyment of other owners or annoy the by unreasonable noise, or otherwise. Nor shall any nuisance be committed or permitted to occur.

PARKING VEHICLES

1. Residents must park vehicles within the garages, or on the driveway. No parking on front or side yard. Vehicles parked on driveways shall not extend onto any sidewalk or street in the Association.
2. Oversized vehicles (i.e. dump trucks, cement mixers, oil or gas trucks, delivery trucks), inoperable vehicles, or any other similar vehicle or vehicular equipment is deemed to be a nuisance by the Board of Directors and may not be parked or stored on any premises. Boats, golf carts, mobile homes, recreational vehicles, recreational motor homes, trailers ect, must be kept within a garage or stored in a side yard behind a gate except for temporary parking of any such vehicle for a period not to exceed twenty-four (24) consecutive hours for loading and/or unloading purposes.
3. Commercial vehicles shall be permitted within the community only if parked entirely within the garage or driveway, so long as commercial business is not being conducted from such vehicles while being parked there. Commercial vehicles shall also be allowed for purposes of construction related activities, making deliveries and other similar purposes.
4. No vehicles may be dismantled, rebuilt, repaired, serviced, or repainted on driveway, carport, or front and side yard areas. Any repairs that require more than 24 hours to complete will need to be done inside the garage.
5. No garage, shack, shed, tent, trailer, camper, motor home, boat, or recreational vehicle shall be used as a temporary or permanent dwelling, or residence.

6. Garage conversions to living space, or for any other purpose that would permanently remove the number of parking spaces that the garage was originally designed to accommodate is prohibited.

EXTERIOR LIGHTING:

1. Exterior lighting is to be directed onto the owner's property and shall be adjusted or screened to prevent light from falling on to adjacent properties.
2. Open or uncovered floodlights or other uncovered lights are not permitted. Exterior lights must be housed in fixtures.

SIGNS

1. No signs shall be permitted, other than the following:
 - a. One sign identifying the name of the owner of the lot, provided the sign is approved, in writing, by the Design Review Committee as to size, design, color, and location.
 - b. One "For Sale" or "For Lease" sign, not exceeding the standard real estate signage size (18" x 30").
 - c. Temporary political signs may be erected 60 days prior to an election and must be removed 48 hours following an election. No sign may exceed 6 square feet in size. There may be only one sign per candidate, proposition or issue allowed on each lot.
 - d. All signs must conform with setback line requirements.
 - e. Any signs not conforming with these standards shall be promptly removed.
2. All signs must conform to the applicable County of San Diego and City of San Marcos ordinances.
3. All garage sale signs must be removed within 24 hours from when the sign was posted.

MISCELLANEOUS

1. No motorized vehicles shall be operated within the common area, which includes walkways and landscaping.
2. No residence shall be used in such a manner as to destruct, or interfere with the enjoyment of the occupants, or annoy them by unreasonable noise or other nuisances.
3. Owners are subject to Water District rules and regulations, one of which prohibits the use of self-generating water softeners connected to Water District sewer facilities.
4. Noise can be a problem any time and particularly during the summer months when windows are open. Please be considerate of those living close to you and keep noise volume as low as possible. Nothing shall be done that interferes with the quiet enjoyment of other occupants. It is the responsibility of parents to see that their children do not unnecessarily disturb other residents. Parents are responsible for any damage caused or incurred by their children and / or guests.
5. Radios, televisions, telephone answering machines, musical instruments, party activities and other noise sources (including barking dogs, car horns/alarms, and extended warming-up of car engines) must be restricted at all times to a level that does not disturb other residences. The use of power tools is prohibited prior to 8:00am or after 6:00pm. Garage doors shall generally be kept closed except for minimum periods of cleaning and reorganization.
6. No temporary buildings, tents, shacks, or used buildings shall be erected, placed, or maintained on any Lot.
7. No boats, trailers, horse trailers, campers, motor homes or trucks, larger than one (1) ton capacity, shall be parked or stored on any roadway, street, driveway, adjacent property, or on any portion of any Lot visible from any roadway or adjoining property. All such vehicles must be in an enclosed building.
8. Exterior additions, such as outdoor decks, sun screens, roofs, patios, children's play structures, or any alterations to existing structures must be approved by the Design Review Committee, prior to any construction, including the re-painting of any existing structures, unless repainting using the same original color.

Rental & Lease Requirements

Each owner shall have the right to lease their home, provided that such lease is in writing.

No short-term rentals of fewer than thirty (30) days shall be allowed. No unit shall be divided or conveyed upon any form of time increment basis, commonly referred to as "timesharing".

No lease shall relieve the owner from the obligation to pay assessments in accordance with the CC&R's.

Homeowners, not tenants, are responsible for the proper repair and maintenance of the units and patios or balconies, including all electrical appliances and plumbing fixtures.

The tenant shall be bound by and obligated to the provisions of the CC&R's, the Bylaws and the Rules & Regulations of the Board, and failure to comply with the provisions of these documents shall default to the owner.

All owners must provide their tenants with a copy of the Rules & Regulations and all tenants must comply with these regulations, the Bylaws and CC&R's.