

THE MEADOWS DEL MAR HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

The following Rules and Regulations have been established with the intent of maintaining the Meadows Del Mar Homeowners Association as a first-class community.

The Rules and Regulations are meant to supplement and expand on the CC&R's and By-Laws Governing Documents that each owner has in their possession. Together these documents will assist in preserving an attractive environment, assuring the peaceful enjoyment of each homeowner while protecting and enhancing the value and marketability of each Owner's property.

It is important that Owners and residents understand that these Rules and Regulations are not intended as a restriction on any owner or resident's rights, but rather as a guarantee of an equal right limited only by the rights of each and every other resident. It is in this spirit that the HOA Board has implemented the following Rules and Regulations.

All Homeowners and their families, lot owners, tenants, guests, invitees and licensees are expected to abide by these rules and regulations. The Board urges all to carefully read this very important document and abide by them as the rules equally apply to all.

These rules and regulations have been adopted by the HOA's Board of Directors in accordance with the authority provided to it under Section 4.4 of the Restated Declaration of Covenants, Conditions and Restrictions of Meadows Del Mar Homeowners Association. These rules and regulations were adopted at the October 20, 2021 meeting.

The Board of Directors shall have the authority to make additional rules, policies and procedures from time to time to implement these Rules & Regulations.

ENFORCEMENT OF RULES AND REGULATION

In order to enforce the CC&R's, Bylaws, and Rules and Regulations, the Board of Directors may levy, assess, and collect fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the Homeowner, members of his or her family, invitees, licensee, tenants or lessees of such Owners. (Whenever the word "Owner" is used in this document, the word "tenant" shall also apply.)

The Standard fines to be levied in the case of violations are as follows:

SCHEDULE OF NOTICES

- First Notice: Warning letter and request to correct violation (if applicable) within 7 days
- Second Notice: Institute Internal Dispute Resolution, possible fine
- Third or More Notice: Institute Internal Dispute Resolution and/or Alternative Dispute Resolution plus fine

SCHEDULE OF FINES

- First Violation: Up to \$750
- Second Violation: Up to \$1,000
- Third & More Violations: Up to \$1,500

Each individual infraction of the Governing Documents and Rules & Regulations will be treated as a separate violation. Each week in which an identified violation remains uncured, may be treated as a separate violation. The Association has the right to impose escalating fines for separate, identical violations identified in the same hearing notice. For example, if two noise violations are identified in the same hearing notice, the Association has the right to impose "First Violation" and "Second Violation" fine amounts at the hearing. The Association also has the right to impose continuing fines. For example, the Association may impose a fine amount to continuously be imposed each week until the violation is cured, if included in the notice of hearing and results of decision issued by the Association.

Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedures(s) and/or the enforcement remedy utilized may vary. Fines for violations will vary from \$750 to \$1,500. However, for continuing or especially egregious circumstances, or in the event of an architectural violation (e.g. violations that jeopardize the health and safety of others, failure to submit an application and obtain approval before commencing an improvement, failure to complete approved plans, failure to adhere to approved plans), fines may be up to triple the amounts shown per violation.

All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the home owner.

Antennas and Similar Devices

Homeowners must submit an application to the ARC requesting permission to install such devices. Antennas should be installed out of sight and on the side of homes.

Code of Conduct

All Owners, lessees, occupants, or their guests or invitees shall adhere to a code of conduct that promotes professionalism, courtesy and respect. Abusive and/or harassing behavior will not be tolerated.

Complaints and Concerns

Any complaints regarding the actions of owners, their guests or lessees, shall be made in writing only by an owner and should be sent to the Board of Directors through the Community Manager (communitymanager@meadowsdelmarhoa.com).

Clickers

Each residence is allowed 2 clickers. Should the need arise for additional clickers (maximum of 2 additional), the 3rd and 4th clicker will cost \$75.00 each. No additional clickers will be sold unless the Board approves the request.

Drones

Drones used by hobbyists are prohibited in the Community due to safety and privacy concerns.

Realtors are required to obtain permission from the HOA to use a drone to capture aerial photos of the property being contracted for sale.

Exterior Changes to exterior of home, fences or landscaping

No owner may modify or add to the exterior of their home without prior approval of the architectural committee and Board of Directors and shall be in compliance with the Community Design Guidelines and city code.

Exterior Clotheslines

Exterior clotheslines and drying racks are prohibited in front of home. There shall be no outside drying of clothes or other items on any balcony, railing, awning, or other exterior portion of the Residence.

Holiday Decorations

Winter holiday decorations and lighting should not be installed prior to November 15th and should be removed no later than January 15th. All other holiday decorations and lighting may be displayed up to thirty (30) days prior to, and be removed no later than seven (7) days following the holiday.

Home Appearance

Homeowners have a responsibility to maintain their homes, landscape including lawns, trees, and plants in a reasonably manicured and attractive condition. This includes the maintenance and/or repair of cracks on the driveways; repair/replacing broken items including entry doors, garage doors; repainting aged, faded or peeling paint and stucco or anything else visible from the street, golf course or adjoining homes.

Each Owner shall keep his or her Lot free and clear of all weeds and rubbish and do all things necessary to keep such Lot neat, in good order and condition and properly planted and landscaped.

All planter beds, visible from the street, must be mulched regularly to avoid exposed dirt and erosion.

Irrigation should be checked regularly to avoid excess water runoff that can damage paved roads.

Illegal Dumping / Hazardous Activities

Homeowners and their maintenance people shall not dispose of any type of debris, including but not limited to yard clippings, branches, leaves, grass cuttings, etc., on adjacent lots, common areas, natural preserve or golf course property.

Due to strict environmental protection laws, there shall be no dumping of chemicals, soaps, swimming pool water, or other agents, onto surface streets, the natural preserve, golf course property or into the storm drains.

No hazardous activities shall be conducted on the properties within the community.

Mailboxes

Each Lot is assigned an on-site Post Office Box and each homeowner has been issued three (3) keys. The HOA does not have duplicate keys due to privacy laws. The U.S. Post Office prohibits any individual to replace or tamper with the locking mechanism. If a homeowner needs to replace their Post Office Box key, please contact the Community Manager as a new Post Office Box will need to be ordered. The replacement cost of the new Post Office Box will be the responsibility of the homeowner.

Maintenance & Construction Hours

Maintenance and/or construction is permitted during the following hours:

Weekdays: 7:00 a.m. to 5:30 p.m.

Saturdays: 8:30 a.m. to 4:30 p.m. (heavy equipment until 12:30pm)

Sundays: No work allowed

Holidays: No work allowed

No construction and/or work is allowed on the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Contractors and/or maintenance crew leaving the community 30 minutes after the end of work hours are subject to a citation with intent to fine the respective Resident. Please notify the Community Manager if you need an exception to these hours of operation.

Noise

Excessive noise from within a home should not be heard beyond the property fence or the common wall. The San Diego City ordinance prohibits any noise beyond resident fence line or common wall between the hours of 10:00 pm and 7:00 am.

Nuisance

It is incumbent upon Residents and their guests to be respectful and mindful of their fellow neighbors and surroundings. Any use or practice which is an unreasonable source of annoyance to resident(s) or which interferes with the peaceful enjoyment within their property will not be allowed.

Outdoor Equipment & Accessories

All play structures, swings, hammocks are prohibited in front of Residence.

Parking

Resident Parking

- Residents are to park their cars in their garages or driveways.
- Overnight street parking by residents (with or without a parking decal and/or a guest parking permit) is prohibited. A resident is defined as anyone regularly residing in the household.
- An exception to the above would be for temporary street parking due to garage doors repair, driveway repair, or other repairs. Permission for this exception must be granted from the HOA Board prior to any work being done.

Guest Parking

- Overnight street parking by guests is allowed, however, guests should be encouraged to park in the homeowner's driveway whenever possible. All guests must display the "guest parking permit" where it is visible from the windshield. A guest is defined as anyone who is visiting a residence on a non-recurring, non-continuous basis, or for a limited period of time. The Association defines "limited period of time" as three (3) consecutive days whether the vehicle moves location or not. Guests who are visiting for longer than three (3) consecutive days are required to park in the homeowner's driveway.
- Overnight street parking by recurring guests is not allowed. A recurring guest is defined as a vehicle which parks on the street four (4) or more days in a thirty (30) day period, or six (6) or more days in a sixty (60) day period. A day is defined as a calendar day or any portion thereof. Recurring guests are required to park in the homeowner's driveway, or outside of the Association.

ALL NON-PERMITTED PARKING IS STRICTLY PROHIBITED AND WILL BE TOWED WITHOUT NOTICE

Parking violations shall be enforced in three (3) progressive stages:

1. Citations will be placed on offending vehicle each day for two (2) days.
2. On the third (3rd) day a fine will be imposed for each day the offending vehicle violates the parking rules. In addition to a fine, offending vehicles may be towed with the Owner being responsible for all costs for towing, storage and reclamation.

These rules shall also apply to long term service providers such as, but not limited to, health care providers, child care providers, house sitters, etc.

Parking signs are to be strictly adhered to at all times.

Any vehicle parked partially or entirely on any non-paved surfaces, such as lawn, planter, etc.) and in an unauthorized or non-designated location may be towed without notice at the Owner's expense.

Parties/Events

Homeowners that host a party/event with 50 or more guests, should notify all surrounding neighbors that will be affected by the parking and possible noise nuisance.

Gate codes are not to be given to guests. Guests are encouraged to use the call box.

Homeowners should provide the Welcome Gate attendant with a list of guests the day of the event so that the flow of traffic is not delayed.

Pets

Owners are responsible for the action and behavior of their pets. Pets kept by Owners or their guests must not interfere with the comfort, safety, convenience or enjoyment of other homeowners.

Residents who are disturbed by any animal are urged to contact the pet owner to resolve the matter. If residents are unable to resolve the complaint involving pets, the matter should be reported to the Board of Directors by contacting the Community Manager.

Any animal that creates excessive or disruptive noise, such as dogs barking, during late night and early morning hours or continually, must be removed from the Association.

Note: Special collars are available to prevent excessive barking. These collars are available through most veterinarians.

Any droppings deposited by pets in the Common Area or resident yards must be removed immediately by the walker.

Any damage caused by an animal must be repaired and/or replaced at the expense of the animal owner.

Pets must be kept within an enclosure or on a leash (specifically dogs) held by a person capable of controlling the animal at all times when in the Common Area including the Pedestrian Easement located off of Meadows Del Mar that leads to the Del Mar Mesa Road.

Homeowners and tenants are responsible and liable for any injury or damage caused by their pets.

No other animals, livestock, or poultry of any kind shall be raised, bred or kept in any home, or any part of the Development. Pets may be kept provided that they do not endanger or unreasonably threaten the physical or emotional well-being of any resident.

Protection of Common Areas

Children under the age of 10 should be supervised at all times within the community and common areas.

Climbing on walls, fences, gates, mailboxes and trees is strictly prohibited.

Renting and/or Leasing

If homeowners choose to rent or lease their home, they must comply with the following:

1. Homes may be rented or leased for residential use only.
2. The entire home must be rented or leased. Renting individual rooms is strictly prohibited.
3. The lease agreement must stipulate those renters and/or lessees are subject to all of the provisions of the Governing Documents.
4. The lease agreement must stipulate that a violation of the Governing Documents constitutes a violation of the lease.
5. All Owners must provide their tenants with a copy of the Governing Documents, including the Rules and Regulations.
6. Owners are responsible for the actions and behavior of their tenants, and Owners are financially liable for damage to the Common Areas, and for violations of these rules as well as any fines assessed as a result of these violations.
7. Owners are responsible for the proper maintenance of their homes.
8. No home may be used for time sharing.

Residential Use Only

Each home shall be used for single family, residential purposes only. Legal trade or business may only be conducted in or from home by use of a phone and personal computer and does not involve any business traffic or other visible business activities of any kind.

Signs, Flags and Banners

Commercial Signs: No commercial signs are permitted except for one "For Sale" sign per Lot that conforms with the size, color, style and format of the Meadows Del Mar.

Non-Commercial Signs: Homeowners may display one celebratory sign (ex. Birth of child, graduation, birthday, etc.) for the duration of 45 days.

Owners may display one United States flag, that is a reasonable size in relationship to the area where the flag is displayed. No other flags, of any kind, are permitted to be displayed.

Surveillance Cameras

All cameras must respect neighbors' privacy. The line of sight of an interior or exterior camera should not include a neighbor's home and/or yard in the monitored zone or from its location have the potential to do so. Cameras already in place are subject to this rule.

Trash

All garbage, trash and recycling bins must be placed in the appropriate area for curb side pick-up no earlier than 1 pm the day before collection and removed from curbside no later than 9pm on day of collection. Boxes should be broken up and flattened. Bulky waste items that do not fit in the trash bins may not be left curbside.

Storage of trash bins outside of dedicated trash enclosures at each Residence where they are visible from the street is prohibited.

Vacant Lots

Vacant lots must be maintained to prevent erosion, to control weeds and rodents, and in a manner that is not unsightly or unsafe. Mulch or properly maintained landscaping is required at least on a quarterly basis or when mulch looks aged and discolored.

Storage of equipment, machinery, automobiles and any other objects are not permitted on vacant lots, except as described for active construction projects.

Vehicles and Traffic

All resident vehicles must display a Meadows Del Mar parking decal on their windshield at all times.

Each Homeowner is issued one parking decal per 1000 sq feet of residence up to a maximum of seven (7) parking decals. Parking decals must be affixed to the registered vehicles(s) owned or leased by the Resident or an immediate family member that also is a permanent resident of The Meadows Del Mar. As a condition of receiving such vehicle parking decals, the Resident must complete the required Parking Decal Application along with copies of valid registration for each vehicle and submit it to the Community Manager.

The speed limit is whatever is safe, but not to exceed twenty-five (25) miles per hour.

Pedestrians always have the right of way. Please yield to pedestrians, children at play, etc.

Careless or reckless operation of any vehicle in the community is prohibited.

Vehicles that are unusually loud must be operated at low Rpm's.

No motor vehicles shall be left idling and/or revving the engine that cause disturbing, excessive or offensive noises.

No motor vehicles shall be dismantled, repaired or serviced anywhere within the community.

Waivers

Any waivers to the Rules and Regulations or special permissions granted must be given in writing. Such waivers/permissions will have an expiration date, which will not exceed 30 days after expiration. An application for renewal can be made through the HOA.

Window Covers

All windows, sliding doors etc. shall be properly covered with appropriate window dressing. Sheets, blankets, boards, aluminum foil or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property. Curtains, drapes blinds etc., are recommended.