

Rules and Regulations

For Moncado Springs

REVISED APRIL 2012

Moncado Springs Homeowners Association

Rules and Regulations

Introduction

These rules have been established to serve as comfortable guidelines for enjoying Moncado Springs without infringing on the rights and common benefits of all owners.

In maintaining the quality of the community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant and guest.

The Rules and Regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions (CC&Rs). All owners have been given copies of the Bylaws and the CC&Rs of Moncado Springs Homeowners Association. Owners are urged to read all of these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each owner.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these rules carefully and be sure your family, guests and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Association's documents, please contact the property management company.

Animals

- 1) The Board can prohibit the keeping of any animal which constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.
- 2) Any litter deposited by pets on lawns, sidewalks, paths or other common areas must be removed immediately by the owner of the animal.
- 3) Residents are responsible and liable for any personal injury or property damage caused by their pets.
- 4) No household may keep more than an aggregate of two (2) dogs and cats.
- 5) All pets must be kept within an enclosure, an enclosed yard or on a leash held by an individual capable of controlling the animal.

Common Areas

- 1) Each owner is liable to the Homeowners Association for any damage to the common area landscaping, equipment, or improvements which is sustained by the negligence or misconduct of the owner, the owner's family, tenants or guests.
- 2) Residents can help in the overall maintenance of the common areas by reporting any problems to the property management company.

Noise Control

- 1) Please respect the rights to peace and quiet of all residents.

- 2) The operation of any sound production or reproduction device, radio receiving set, musical instrument, drum, television set, loudspeaker, amplifier or similar machine or device, at an excessive level, between the hours of 10:00 pm and 7:00 am is prohibited.

Security and Realty Signs

- 1) Two (2) 4" x 4" security decals may be attached to the windows of the house. One (1) standard security sign may be placed in front yard.
- 2) One (1) sign of reasonable and customary dimensions (not to exceed six [6] square feet) may be placed in front of the Owner's residence to advertise the home for sale or rent. Sold signs shall not be displayed for more than thirty (30) days after the sale of the home.

Time Sharing, Rental Requirements and Commercial Use

- 1) No time sharing of units is allowed. All leases shall be for a period of at least thirty (30) days.
- 2) All owners must provide their tenants with the Rules and Regulations.
- 3) All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines and the CC&Rs. Owners are held responsible for their tenants and guests.
- 4) No unit shall be used except for single family or residential purposes.
- 5) Nothing herein contradicts the occupancy agreement.
- 6) All owners will provide the Association with a copy of the lease agreement along with a completed resident registration form.

Trash Regulations

- 1) Residents are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto a common area, and disposing of it in a property container or receptacle.
- 2) Large discarded items such as old furniture and appliances are the sole responsibility of the homeowner to remove from the premises and dispose of properly.
- 3) No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc.
- 4) Trash containers must be covered and be kept in sanitary condition.
- 5) Trash containers should be placed by the street for pickup no earlier than the night before pickup and must be removed from the street by the end of trash pickup day.
- 6) Trash containers must be stored behind the fence or in the garage.

Vehicle and Parking Regulations

- 1) Please remember that there are children at play. Observe posted speed limits.
- 2) Parking on front yard landscape areas is prohibited. Any damage caused to the common area landscape or irrigation as a result of parking will be charged to the owner.
- 3) Leaks from vehicles in the street and on driveways must be cleaned up within a reasonable time period.
- 4) All streets and parking areas within the Association are private and are subject to applicable laws, ordinances and regulations of the Association and all governmental agencies having jurisdiction over the Association.
- 5) On-street parking and parking spaces shall be available on a first-come, first-serve basis to all guests and visitors. Street parking is permitted on only one side of the street within the Association, except in those areas that have been specifically designated as "no parking" areas.
- 6) No vehicle may be temporarily parked on any street or in any parking space in the Common Area for more than twenty-four (24) continuous hours, unless otherwise permitted by the Board. Vehicles parked without moving for more than seventy-two (72) hours will be deemed as stored vehicles and will be subject to tow.
- 7) Parking in the fire lane is prohibited. Vehicles parked in the fire lane are subject to tow, at the vehicle owner's expense, without any notice.
- 8) No Resident shall park, store or keep any large commercial vehicle, recreational vehicle, camper, motor home, trailer, boat trailer, boat, aircraft, mobile home or other similar vehicles on his or her Lot or on any portion of the common area, unless for the purpose of loading and unloading, which shall not exceed forty-eight (48) hours.
- 9) Any standard passenger automobile, camper, van and similar vehicles up to and including one ton (when used for everyday transportation) may be parked within a Resident's respective garage or on said Resident's driveway, provided such automobile does not extend into or onto any portion of the sidewalk or street.
- 10) No Resident shall conduct major repairs to any motor vehicle in his or her garage or upon the Common Area, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
- 11) No Resident shall park or store an inoperative vehicle on his or her Lot for more than forty-eight (48) hours. Inoperative vehicles parked in the common area parking spaces and/or streets are subject to tow.
- 12) Each Resident shall keep his or her garage readily available for parking his or her respective vehicles therein and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage would prevent the Resident from parking two vehicles in the garage.
- 13) Unless otherwise allowed by the Board or the City, each Resident shall maintain a minimum interior space of his or her respective garage clear at all times to accommodate parking of vehicles within such garage and no business activity, day care or garage sales shall be conducted within or from any garage in the Association.
- 14) All garage doors shall remain closed at all times, except as reasonably required for entry and exit from the garage.
- 15) Each Resident shall ensure that his garage door is in proper working order at all times.

- 16) No Resident may lease, sub-lease, sell or give any parking space(s) within his garage to any individual who is not a resident within the Association.
- 17) Off road riding within any private exclusive use area, common area, open space, or public or private street serving the community or its districts is prohibited.

Landscaping Requirements

- 1) Side and rear yard landscaping must be kept neatly trimmed, properly cultivated and continuously maintained.

Pool and Spa Rules

The Pool/Spa hours are 8:00 am to 10:00 pm Sunday through Thursday and 8:00 am to 11:00 pm on Friday and Saturday nights.

- 1) No Alcoholic beverages.
- 2) No BBQ's
- 3) No glass containers.
- 4) Any child under the age of 14 years old needs to be accompanied by an adult of 18 years or older.
- 5) The pool and spa gate must be closed at all times. Residents and/or their guests who repeatedly leave the gate propped open may be called into a hearing with the Board of Directors at which time their pool privileges may be revoked.
- 6) Children, who are not toilet trained, must wear swimming diapers.
- 7) No soap, bath oils, etc. allowed in the pool or spa.
- 8) Diving is not allowed in the pool or spa.
- 9) No running, pushing or boisterous activity is allowed in or around the pool or spa area.
- 10) Radios are to be kept at a level that does not disturb nearby residents.
- 11) No skateboards, roller blades, roller skates or bicycles are allowed in the pool and spa area.
- 12) Each Resident is responsible for placing their litter in the trash receptacles before they leave.
- 13) Appropriate bathing attire must be worn. Cut offs are not allowed.
- 14) No smoking in the pool or spa area.

If you need a new common area key, please contact Management. New keys cost \$25.00 each. The common area keys open the pool area gate, as well as the walking trail gates.

Mailboxes

Each home is assigned a mailbox, contained in a commercial Community Mailbox located in a Parkway near the residence. The Community Mailbox also includes a slot for outgoing mail.

- 1) Posting of flyers, advertisements, lost and found notices, or any other information anywhere upon the Community Mailboxes is prohibited. Any such postings attached to the Community Mailboxes will be immediately removed and the offending party will receive a violation notice from the Management Company. Residents wishing to post information for all homeowners and residents must submit a suitable electronic copy of the flyer, advertisement or any other information via email to the Management Company for approval and distribution. Once approved, the Management Company will distribute the information to homeowners and residents via the Community Web Site and/or the Community email blast distribution.

Enforcement of CC&Rs, Rules and Regulations

- 1) All owners, residents and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by the Board of Directors. The Management Company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons on Moncado Springs property with all provisions of the Rules and Regulations, Design Guidelines, Bylaws and CC&Rs. If there is a violation, the Management Company has been instructed to obtain the names and addresses of violators and report this information to the Board of Directors.

- 2) It is the right and duty of each resident to report violations to the Management Company, Board of Directors, or appropriate committees.

Procedures are established for the imposition of monetary penalties for infractions only and shall not restrict the Board's right to enforce the CC&Rs, Bylaws, Design Guidelines or these Rules and Regulations in any lawful manner. In the event two or more members of the Association (including Board or Committee members) file a written complaint to the management company, the Board will act as follows:

- a. A first notice to correct the violation will be sent by the Management Company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.

- b. If the violation continues, or if the response is otherwise unsatisfactory after the notice, the owner will receive a notice of monetary penalty and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting written testimony. At the request of the owner, a hearing date shall be at least five (5) days before the effective date of the monetary penalty. The notice shall be delivered to the owner personally or by first class or registered mail to the last address of the owner shown on the Association's records. The Board or committee shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty.

- c. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.

- d. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

Fine Schedule

Reasonable fines for first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk of harm to person or property)	\$100.00
Use Restrictions	\$75.00
Vehicle and Parking Restrictions	\$75.00
Unauthorized Improvements to Property	\$75.00

Any Violation of the Bylaws, CC&Rs or Rules & Regulations
not specifically mentioned (i.e. dogs barking, trash receptacles
being left out, etc.)

\$75.00

Fines shall be in addition to an assessment levied to reimburse the association for expenses and costs. Fines for continuing or repeated violations may be increased double the initial fine at the discretion of the Board. Four (4) or more violations assessed to a single exclusive use area/unit in any twelve (12) month period may result in an additional fine of up to \$100.00 at the discretion of the Board of Directors.

Special Note: Should a violation occur which imposes a financial obligation to the Association; the party responsible for the violations shall reimburse, by way of special non-lien assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or other common property, repair and replacement costs will be charged to the owner responsible for the party.