

**PEPPER TOWNEHOMES ASSOCIATION**

**RULES & REGULATIONS**

**REVISED AND AMENDED  
11/2018**

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**PEPPER TOWNEHOMES ASSOCIATION  
RULES & REGULATIONS  
INTRODUCTION**

In order to maintain adequate environmental conditions for enjoyable living within the Pepper Townehomes community, reasonable regulatory policies and guidelines must be established and enforced. This manual provides information concerning Rules and Regulations established resolution of the Pepper Townehomes Board of Directors for the benefit of all property owners and residents who are associated with the project. Your cooperation and compliance with these regulatory provisions are **MANDATORY AND ESSENTIAL** in order to preserve our quality of life and property values. The specific and primary purposes for the Association are to provide for maintenance, preservation and architectural control of the condominium project, and to promote the health, safety and welfare of the residents within said real property, etc.

These provisions will be enforced by the Board of Directors, with the assistance of the property manager and our legal counsel. Observing these Rules & Regulations is the responsibility of each and every owner, resident and their guests. Please review the following material and make sure all residents in your home are fully aware of these Rules & Regulations.

As deemed necessary, the regulations established herein may be modified or rescinded through majority action at a properly noticed meeting of the Board of Directors. Additional information concerning current Board actions will be promulgated in information letters, bulletins or publications.

This manual is supplemental to the Declaration of Restrictions filed in the Office of the County Recorder. If there is a conflict between the Declaration of Restrictions and the By-laws, Rules & Regulations, the Declaration of Restrictions will prevail. All Federal, State, civil or local law will take precedent over these documents should a conflict exist.

All members have the right and privilege and the obligation to attend and participate in the business of the Annual Homeowners Meeting held in September. A quorum of 51% of the Owners is required in person or by secret ballot and shall determine the legality of the properly noticed meeting.

**A. PROMULGATION**

This manual is promulgated in accordance with the provisions of the Declaration of Restrictions (Section 4.b and c, page 5). Delivery of this manual to the last known address of each Owner or resident, as provided by the Owner or resident to the Board of Directors or Management Company shall constitute proper notice of the Rules & Regulations and the provisions contained therein for legal enforcement purposes.

**B. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1. The Board of Directors shall exercise all the powers and privileges and perform all of the duties and obligations of the Association arising from any Covenant or Restriction applicable to said property. The Association's duly elected Board of Directors and their representatives will have the sole and exclusive right and duty to manage, operate, control, repair, replace and restore all of the common area, as more fully described in the Articles of Incorporation, Declaration of Restrictions and the By-laws of said corporation and California Civil Code Law.
2. The Powers and duties exercised by the Board members are empowered by the Declaration of Restrictions, to govern, adopt and publish reasonable rules governing the use of the common area and exclusive right to use areas, and all facilities, and the personal conduct of the members and their guests thereon, and to establish monetary penalties of the infractions thereof.
3. The Board of Directors shall be responsible for the following: (a) contract for maintenance, gardening, and all services relating to the common area and to employ management reasonably necessary for the operation of the project; (b) fix and collect monthly and special assessments; (c) designation and dismissal of personnel necessary for the maintenance and operation of the project and the common area.

**C. VIOLATION OF THE RULES & REGULATIONS AND GOVERNING DOCUMENTS**

A monetary penalty may be assessed against each Owner violating the provisions of the Declaration of Restrictions, By-laws, or Rules and Regulations of the Pepper Townehomes Association. If the violations are not corrected following written notifications, additional penalties may be assessed against the Owner for violations which continue.

**D. HOMEOWNERS ASSOCIATION CORESPONDENCE ADDRESS**

All correspondence to the Board of Directors regarding association business, maintenance suggestions or identification of any problems should be sent to the management company's address as listed below:

Pepper Townehomes Association  
C/o Professional HOA Consultants, Inc.  
8181 Mission Gorge Road, Suite E & F  
San Diego, CA 92120

Website: [www.peppertownhoa.com](http://www.peppertownhoa.com)  
Phone: 619-229-0044  
Fax: 619-229-0047

**E. OWNER'S RESPONSIBILITIES**

1. The Rules and Regulations are applicable to all Owners and they will be held responsible for the actions of themselves, other residents of their unit, their tenants and guests.
2. Absentee Owners will be held strictly accountable to the Association for the conduct of their tenants and the violation of any of these Rules & Regulations is subject to fine.

3. Owners, including absentee owners, will be held liable for any and all damages to the Association common area caused by any resident or guest of their unit.
4. Right to Lease: The respective condominium unit may be used only as a single family residence and may not be rented by the Owner for transient or motel purposes.
5. Living Unit Rental: The Community was developed as single family resident living units. The Community was never designated or developed for short term rentals of individual living units. As such, Unit Owners may not advertise any unit within the community as a short term rental. Rental agreements or leases must be a minimum 6 month term. Adopted 1/14/2015
6. The attic space above the units in all building is not an exclusive use common area. The attic space is designated common area for the purpose of running utility lines and venting only. The attic space was not designed as a storage or living space for individual units.

Any damage occurring to any areas of the attic space due to improper use such as storage or living space shall be the sole responsibility of the unit owner causing such damage to occur. Any and all costs associated with any and all repairs that may be needed will be billed to the unit owner causing such damage. Adopted 1/14/2015

7. The Association will purchase fire and liability insurance to cover all buildings within the Association. Pepper Townhomes Association carries a comprehensive master property and liability insurance package applicable to the property and liability hazards inherent to said property. This does not include any insurance for your personal property or belongings. Absentee Owners, and renters who lease their unit, may need to get additional insurance which can be obtained from any insurer of their choice.
8. It is the responsibility of the Homeowner to immediately notify the HOA Management Company of any signs of water intrusion, including but not limited to, plumbing leaks, roof leaks, irrigation leaks (or overspray), window leaks, and overflows from the kitchen, bathroom and/or laundry facilities, mold or mildew including in the garages and carports.

Any homeowner that fails to report water intrusion issues within 72 hours of the initial discovery will be fully responsible for all water removal, mold remediation and damage repairs in their unit, or any other homeowner's unit, regardless of the source of the intrusion.

If you have not received confirmation from the Property Management Company within 24 hours that your issue is being addressed, it is the responsibility of each homeowner to follow up with the Property Management Company to ensure timely repairs. Failure to follow up on needed repairs will transfer responsibility for damages to the individual homeowner, regardless of the source of the water intrusion.

While the HOA may investigate the water intrusion, if the intrusion is from something that is under the maintenance responsibility of the homeowner, the homeowner will be responsible for all costs involved, including investigation costs (plumbers service call, etc.), even if the homeowner chooses to use another vendor to complete any needed repairs. Adopted 12/12/2012

**F. CHANGE OF ADDRESS OR OWNERSHIP**

Any change of address by an Owner or ownership change should be promptly reported to the Association's management company. In the event of a sale, notification must be given by the selling party to the management company prior to the close of escrow. The pool key, this manual and all other documents must be provided to the new owner by the seller when a unit is purchased.

**G. ASSESSMENT FEES AND PAYMENTS**

The income from monthly assessment payments provide the only means the Association has to meet its financial obligations, for the reserves and the maintenance of the project's common areas, to make improvements to the buildings, recreation facilities, and landscaping, etc. It is essential that payments be received on a timely basis. The administrative effort required for processing of delinquent assessments involves an unnecessary expenditure of funds and time. Therefore, in order to save yourself and the Association money, the following policies have been established:

1. Subsequent monthly billing will reflect service charges, fees, fines and all assessments against your unit's delinquent account.
2. If a unit's assessment continues to be delinquent for a period of two (2) months, authorized action by our attorney will automatically start the legal process for recovery of the funds owed. A lien will be placed on the unit for the amount owed. Delinquent assessments, property damages, fees and cost for pursuing the lien will be charged to the Owner.
3. The Declaration of Restrictions, section 7. (F) states, "The Corporation may bring action at law against the Owner personally obligated to pay the dues or maintenance fund assessment in addition to foreclosing said lien. No Owner may waive or otherwise escape liability for the dues, maintenance fund payments or assessments provided for herein by non-use of the common area or the abandonment of his/her unit."
4. Violation fines/fees and damage cost to the common area property will be charged to the responsible homeowner's regular monthly billing. For more information, please see "GUIDELINES FOR MONETRAY PENALTIES" at the back of this manual.

**H. MEMBERS SUGGESTIONS OR PROBLEMS FOR BOARD CONSIDERATION**

Requests for consideration by the Board of Directors, suggestions for problems or matters concerning general Association business matters should be submitted in writing to the management address. The Owner will be notified in writing to as to the results of related Board action taken. Grievances or violation appeals and suggestions may be brought to the Board in person for its consideration. Owners will be given five (5) minutes to state the reasons for appearing before the Board. To be sure that you are on the meeting agenda, it is suggested that you contact the management office for the appointed time and date. Tenants who would like to be heard must be accompanied by the unit Owner.

Any member of the Association may attend meetings of the Board of Directors, except when the Board adjourns to executive session. Owners are welcome to observe the Board's business; however, they will not be allowed to participate unless asked by the Board.

## **I. PROJECT UTILIZATION AND APPEARANCE**

1. No condominium unit may be occupied and used except for residential purposes by the Owners, their tenants, or guests. No trade or business may be conducted therein; in addition, no peddling, selling of merchandise, or soliciting on the common area is permitted except by licensed real estate sales people.
2. No signs may be displayed in the public view on any unit or any portion of the project without written permission of the Board, with the exception of one (1) signs of customary and reasonable dimensions advertising a living unit for sale or rent. For Sale/For Rent signs may be erected on a unit. No signs of any kind will be allowed in the common areas, with the exception of standard real estate open house signs, flags, etc., which will be allowed during the hours of an open house.
3. Use of alcohol or any unlawful activities in the common area shall not be allowed. Use of the common area is not allowed after 10:00 PM or by anyone loitering, except for the comings and goings from a unit. No noxious or offensive activities shall be carried on that may become an annoyance or nuisance, or that may in any way interfere with the quiet enjoyment of any Owner's respective unit.
4. Balconies are high profile areas and must be kept clean and neat in appearance. There may not be any storage of items, such as household furniture, toys, etc. A resident may place patio type chairs/tables and potted plants or other items that may be acceptable to the Architectural Committee, with prior written approval. Patios, balconies, front door porches, garages and carports are exclusive right to use areas held in common by the Association and are subject to project environmental controls that are in the best interest of all Owners and tenants. Such areas must not be utilized in any way that creates an annoying condition for other residents.
5. Rugs, drapes, towels or other articles shall not be draped or hung on balconies, porches, railings or patio fences, etc. No external antennas, wires or pipes, etc. will be permitted or allowed on buildings. Installation of one (1) video satellite dish may be allowed after first obtaining permission and approval in writing from the Board. Patio storage of any items kept for use (i.e. equipment, wood piles, etc) shall be concealed below the fence line and from the view of other units, the common areas, and adjacent streets or driveways. Trash containers shall not be left outside and must be stored in the carport by the fence or in the garage.
6. Garage doors are to be kept closed at all times, except when they are being used or when a resident is present. Doors need to be kept closed for a neat appearance, as well as for the safety of your family and the safe keepings of your personal property. There shall not be any habitation in garages or on the project, except inside the living unit.
7. Animal premises must be kept sanitary and may not cause smells or fly-breeding conditions. Only household pets are allowed on the project and all dogs and other pets are to be brought inside of the living unit between the hours of 10:00 PM and 6:00 AM. Barking dogs will not be allowed as a continued nuisance to others any time of the day or night.
8. Residents are required when using a water hose to have a nozzle shut-off as water is expensive and should not be wasted.

9. "Residents may not park, store or maintain in or on the project any boats, trailers, motor homes, recreational vehicles or any other vehicle not customarily used as a means for general transportation, except for loading and unloading for short durations." By-laws, Article VI, section 5 (e) (2). This applies to the common areas and the exclusive right to use areas, such as the carports and garages.
10. The use of drones of any type within the community are strictly prohibited. The Association considers it a physical invasion of privacy to use a drone anywhere above the land of the entire community property. Single use may be considered by the Board on a case by case basis when requested. Adopted 11/14/2018
11. There shall be no use of common water for any recreational purposes at all. This includes but not limited to any type of water slides. Anyone found in violation shall be fined upon the first offense. Adopted 11/14/2018
12. There shall be a move-in/move-out fee of \$150.00 paid through escrow when a unit is sold to assist in mitigating wear and tear and damage to common area elements. Adopted 11/14/2018

**J. CARPORTS, GARAGES, PARKING SPACES AND STREETS**

1. Carports may not be used for storage, except for the parking of automobiles. All other items such as bicycles, toys, etc. are to be kept out of sight in the patio area behind and below the fence lines. Only automotive passenger vehicles of suitable size will be allowed and they may not extend into the driveway.
2. Two off-street parking spaces are provided in the carports and garages of each residential unit. The parking spaces are identified by the unit number and will be used accordingly for the purpose that they were intended and referred to in the condominium plan. Only currently licensed, street legal, automotive passenger vehicles that are used for general transportation will be allowed to be parked in the parking stalls. The use of the stalls for any other purpose will be considered a violation. Garages and carports may not be subleased and may be used only by the Owner or resident of the unit that they are attached to.
3. Residents must fully utilize the parking spaces in the carports and garages. The Owner or Owners of each living unit shall not be permitted to have or maintain more than two (2) automotive passenger vehicles on the Real Property and then only in the Owner's carport or garage which he/she has the exclusive right to use. CC&R's page 4 (j)
4. All streets and driveways are FIRE LANES as well as common means of entry and exit. No vehicles are to be parked in these areas in such a manner that blocks or partially blocks a street or driveway. To do so could create additional hazards in an emergency or affect our insurance ratings. Private vehicles parked on the common area that are in violation are subject to tow without notice and at the owner's expense. Any resident may initiate this action where a vehicle has double-parked or is impinging on the rights and privileges of others, the Declaration of Restrictions, or the California Civil Code.
5. You may not park or drive motorcycles, mopeds, trucks or any other motorized vehicles on the lawns or landscaped areas.
6. Major vehicle maintenance and/or overhaul work of any kind may not be performed within carports, garages, or any part of the common area.



7. Disabled parking spaces are for visitors and guests and should not be used by residents.
8. The maximum allowable speed on all streets and driveways within the community is five (5) miles per hour. Please watch for pedestrians.
9. Noisy or smoky vehicles and off-road or recreational vehicles may not be operated within the community. All vehicles must have current licenses and be street legal.
  
10. The following vehicles may not be parked in the common area parking stalls:
  - a) Non-motorized vehicles, including but not limited to trailers and boats, of any type.
  - b) Any motorized vehicle not utilized by a resident on a daily basis such as motor homes, recreational and camper vehicles, and stored automobiles, etc. except for loading and unloading purposes.
  - c) Any vehicle in excess of 2 ton load limit and/or 20 feet in length, except for loading and unloading.
  - d) Any commercial vehicles and/or vehicles with company names, logos, etc., except for those businesses that are doing work for or delivering items to community residents.
11. Owners are responsible for maintaining their assigned parking spaces in garages and carports. This includes keeping them free of oil, grease drippings, debris, etc. An automatic fine of \$100 will be levied against any unit that dumps motor oil, paint chemicals or other hazardous liquids in the storm drains or anywhere in the common areas.
12. Any vehicle parked contrary to or in violation of these rules or that presents a health or safety hazard may be towed without prior notice or warning and at the owner's expense. All violations mentioned in this section are also subject to monetary penalties.

**K. PETS AND ANIMALS**

1. No livestock, poultry or animals of any nature shall be raised, bred or kept on the property for household use or commercial purposes. Each unit may not keep more than two (2) usual and ordinary household pets, such as dogs, cats or birds. Any pet determined in the Board's sole discretion to be dangerous or threatening may not be brought onto or kept in the community at any time. Any pet in the Board's opinion that endangers the health of any owner, resident or guest or which creates a nuisance or unreasonable disturbance will be permanently removed from the community upon written notice from the Association. Pets may not be left unattended outdoors at any time. All noise must be kept to a minimum at all times. *Adopted 11/13/2013*
2. Dogs must be controlled by leash at all times when outside of the individual enclosed areas such as patios, garages, or the living unit (as per Civil Code 62.699). Animal

premises shall be kept clean and sanitary and free of odors or fly-breeding conditions. Any excrement waste deposited by your pet in the common areas (i.e. lawns, landscaped areas, sidewalks and streets) must be removed immediately. Animal owners should carry equipment with them for this purpose when exercising their pets. Cat litter must be bagged and deposited in the refuse containers and may not be dumped or deposited on the project.

3. The Board of Directors recommends that you walk or exercise your pets off of Association property. In order to prevent damage to the landscaping, pets should not be tied to trees, stakes, and exterior portions of the building structure or within the common areas. Guests may not bring their animals onto Association property.
4. Please do not allow your pets to defecate on the lawns or landscaped areas as this causes damage to the landscaping and is a health hazard to residents.
5. Dogs and cats found roaming within community common areas will be assumed to be stray animals and will be subject to pickup by County Animal Control. Continuous barking may be referred to the sheriff's department.
6. All provisions stated in the San Diego County Civil Code concerning regulation of animals shall apply at Pepper Townehomes.

**L. VEHICLE REPAIRS AND POWER EQUIPMENT**

1. No vehicle overhaul or heavy maintenance work is permitted (other than for minor emergency repairs to get to an auto repair shop) within garages, carports, or the common areas of the property. An automatic fine of \$100 may be levied for each violation that is severe and/or damaging in nature.
2. Use of power equipment or hobby shops is not permitted on the property, except power equipment that may be used for household repair or remodeling.

**M. TRASH PICKUP**

1. All trash must be contained in the heavy-duty receptacles that are provided by the contractor. These receptacles may be placed at the designated area after 6:00 PM the evening before pickup or prior to 7:00 AM on collection day.
2. All bulky items, such as old appliances, wood, boxes, old tires, batteries, computers, etc. must be disposed of by each individual resident. You must make arrangements for special pickup of these items with Waste Management.
3. Trash receptacles must be stored at the fence, within the carport, or inside of your garage. They may not be stored in the streets or driveways.

**N. NOISE**

1. The riding of skateboards, big wheels, bicycles, scooters or other wheeled toys is not permitted within the Association. The use of bicycles and non-motorized small wheeled children's toys will be allowed in the Community. Adopted 12/8/2010
2. Radios, televisions, stereos, musical instruments, loud talk or party activities, car alarms, horn honking, barking dogs, power equipment, hand tools, loud vehicles, parrots/birds, and other noise sources must be restricted at all times to a level that is not

disturbing to other residents. A monetary penalty for the 1<sup>st</sup> offense may be levied for violation of this regulation. Refer to the section S. “Guidelines for Monetary Penalties”. Additionally, noise may be reported by any resident to the Sheriff’s Department.

**O. ARCHITECTURAL CONTROL AND OWNER’S MAINTENANCE RESPONSIBILITIES**

1. Individual property ownership within the Association is limited to the areas bound by the interior surfaces of walls, floors, ceilings and doors of their unit. The ownership of the buildings and the exterior areas are jointly shared in common by members of the Association. Owners are responsible for the maintenance of certain elements in accordance with the Declaration of Restrictions, By-Laws and California Community Association Law.

For additional information, see attached “CRITERIA FOR UNIT REPAIR AND MAINTENANCE RESPONSIBILITIES” at the back of this manual.

2. All proposed changes, additions or modifications to your unit, the patio area, garages, carports, balconies or buildings and/or grounds, etc. must be approved in writing by the Board of Directors or its authorized committee.
  - a) Owners are required to use the application for architectural change that is available through the management office or the Association website. Plans should be submitted to the Board at least ten (10) days prior to the monthly Board meeting or it may be delayed until the next month’s meeting.
  - b) Each request for approval of a planned exterior change, addition, or modification must include at least these four (4) items: general description of the project to be performed, detailed drawings and specifications, color and type of materials to be used.
  - c) A written answer to your request will be sent within thirty (30) days after your application has been reviewed by the Board and, if approved, you will be given sixty (60) days to complete the specified work.
  - d) A building permit from the City of Santee is required by the Association for any structural changes, additions or modifications to the buildings, including patio structures.
  - e) The Board of Directors, through the management company, must be contacted within ten (10) days after completion for final inspection and approval.
3. **Unauthorized changes, additions, or modifications will be subject to removal at the owner’s expense and may be subject to a fine of \$100.** All exterior objects such as: video satellite dishes, patio covers, hot tubs, spas, storage sheds, swings, slides, etc. will not be allowed to be placed, erected, built and/or maintained on the project without obtaining prior written approval from the Board.
4. Owners are responsible for installation costs and maintenance of any exterior addition. Additionally, repair of any damage that might result is also the Owner’s responsibility. Owners receiving permission to erect, build or make any changes, additions or modifications may be required to execute an agreement outlining their responsibilities.

**P. ARCHITECTURAL RESTRICTIONS**

1. No room additions, patio enclosures or patio enlargements can be authorized. Patio covers may not extend beyond the patio fence lines.
2. No external clotheslines may be erected or maintained on the patio or any other part of the common area. Washing machines are not permitted in the patio areas.
3. Any changes to the finish grade elevation of the original and natural storm floodwater drainage system, such as swales, ditches, drainage pipes, etc. are not permitted. If you have made any changes to this drainage system, you could be held responsible for water damages to the buildings or to your neighbor's personal property, etc. Please see "PATIO DRAIN CRITERIA" at the back of this manual.
4. All screen doors shall be of extruded aluminum or steel for strength and rigidity. Surface finish may be black. Any changes to the existing screen doors must be approved by the Board prior to installation.
5. No wall or window-mounted air conditioners that protrude beyond the outer wall of the unit may be installed and/or maintained within the project.
6. All windows facing the exterior must be covered with curtains, drapes, drapery linings, casements, shutters, blinds or shades of a neutral color (i.e. white or off-white). No foil or outer reflective coverings are allowed in the windows.
7. No exterior installations of any kind (i.e. electrical wires, television & telephone wires, pipes, etc) are permitted on the exterior walls of any building or in the common area without written permission of the Board.
8. Flammable liquids or fluids may not be stored or kept in quantities of more than one (1) gallon. Storage of gas, solvents, cleaners, paint thinners, etc. is a serious fire hazard. Please ensure that these liquids are stored in approved and proper containers.
9. Landscaping of the common areas: All proposed changes in the landscaping of the common area require prior written approval of the landscaping committee or Board of Directors. Only suitable types of plants will be accepted for use within areas specified by the donor at the discretion of the Board.
10. Landscaping on unit patios and balconies, such as bushes, trees and vines must stay within the fence lines of your patio or the railings of your balcony. No vines are allowed to grow on the fences or buildings. No bushes or shrubs may grow higher than the fence line, and no tree may grow higher than ten (10) feet or higher than the garage or carport roofs. For more information, please see "PATIO PLANT CONTROL CRITERIA" at the back of this manual.
11. The following specifications are for standardized replacement windows:
  - a) Windows must be flush panel and may not have grids / grilles
  - b) Homeowners must purchase windows with white frames
  - c) All windows must be retro-fitted into the existing frame unless otherwise approved by the Board
  - d) Windows must be installed by a certified window specialist
  - e) Any bad wood (dry rot, termite damage, etc) discovered at time of installation is the individual homeowner's responsibility to repair

- f) An Architectural Improvement Application must be submitted and approved by the Architectural Committee or the Board of Directors **PRIOR** to installation.

**Q. POOL RULES**

1. Anyone under the age of 14 must be accompanied by an adult resident 18 years of age or older.
2. No one is permitted in the pool area between the hours of 9:00 PM and 8:00 AM.
3. A pool key must be in your possession at all times while you are in the pool area.
4. For personal health and safety, filter operation and Health Department Regulations, please observe the following:
  - a) For your safety, do not swim alone.
  - b) The pool gate must be kept closed and locked at all times.
  - c) Shower off lotions/oils before entering the water.
  - d) Hair that is shoulder length or longer should be secured back or secured under a swim cap. (No hair pins, clips, etc)
  - e) No jumping or diving into the pool is permitted.
  - f) No running or horseplay is permitted in the pool area.
  - g) All life saving equipment must be left in its proper place for use in an emergency.
  - h) Proper attire is required. (Swimsuits only. Cutoff jeans are not permitted.)
  - i) Babies must wear a swim diaper or swimsuit with snug fitting rubber pants. Any excrement in the water will cause the pool to be shut down for three (3) days. (Health Department requirement)
5. In consideration of others:
  - a) Radios are not permitted unless they are used with earphones.
  - b) No food or glass is permitted in the pool area.
  - c) Pets are prohibited in the pool area.
  - d) No toys, rafts, or other floatation devices.
  - e) No smoking is allowed in the pool area.
  - f) No alcoholic beverages are permitted in the pool area.
6. Misconduct will not be tolerated and all infractions should be reported in writing to the management company for disciplinary action by the Board.

## **R. RESIDENT SAFETY AND CONDUCT**

1. Owners/Tenants have the duty and responsibility to instruct all residents of their unit to observe the rules of the Pepper Townehomes community. The safety of all residents is very important; therefore, the following rules must be observed:
  - a) The tot lot is designed for use by children between 3 years and 7 years of age. It is required that children be supervised by an adult at least 18 years of age while using the tot lot area.
  - b) The Association recommends that residents not play in the streets or driveways of the property. Residents that do play in the streets or driveways do so at their own risk.
  - c) Problems that involve safety, disturbing noise or unruly behavior shall constitute a violation.
  - d) All residents using bicycles and non-motorized small wheeled children's toys must pull to the side of the road and stop to allow traffic to pass. Adopted 12/8/2010
2. The riding of bicycles, scooters, skateboards, big wheels or other small wheeled children's toys or similar devices is not permitted on the sidewalks or landscaped areas. Pedestrians have the right of way at all times. Residents who use the sidewalks for play, cause any dangerous safety problems or interfere with the quiet enjoyment of a resident's home are in violation and will be subject to Board action.
3. Playing ball is permitted only in the designated area adjacent to the tot lot area on Level 4. Hard balls and equipment may not be used as they may cause damage to the property or excessive noise. Portable basketball hoops are not allowed on the property. Please do not bounce balls against the buildings, walls, fences, or any other structure on the property.
4. Excessive noise must be restricted and controlled at all times to a level that is reasonable. Please do not allow residents of your unit to make excessive noise in the common areas prior to 8:00 AM or after 10:00 PM. Loitering and unlawful activities are not permitted. All deliberate vandalism will not be tolerated and violators will be prosecuted to the full extent of the law. Please contact the Sheriff's Department if you witness vandalism or other unlawful activities.
5. Ramps, rails, curb grinding and the dangerous or damaging use of skateboards is prohibited on Pepper Townehomes property. All activities of this nature will be considered violations. In addition, hockey is not permitted on the property.
6. Toys and other items must be kept inside of the garage or patio area when they are not in use. These items should not be stored on the balconies or in the common areas. Playing on the banks and other planted areas is prohibited as it damages the landscaping and irrigation components.

### **COMMENTS:**

Please take the time to go over these rules with all residents of your unit. Hopefully, by observing the rules and regulations we can all live and enjoy our community.

**S. GUIDELINES FOR MONETARY PENALTIES**

1. A monetary penalty (fine) can only be imposed by Board action at a regular Board meeting. A documented violation of the Declarations of Restrictions, By-laws, or Rules & Regulations must exist prior to any fine. Damage to Association property shall be taken into consideration at the time of the fine and may be added to the fine. Individual owners will be held responsible for fines and actions of their tenants or guests. Due process for each violation will be afforded every owner throughout the penalty process.
2. If a violation has occurred and was reported, a written notice will usually be sent before a fine is levied; however, a warning is not necessary as a prerequisite to a fine should the violation be damaging to Association property or deliberate and/or severe in nature.
3. The said violation must be addressed in a time frame that is fair and acceptable to the Board. If the violation is not corrected following the first fine, additional penalty/fines may be assessed.
4. Amount and Duration of Fines:
  - a) The first fine may be assessed at \$150.00 for all infractions. In addition, property damage costs may be added to the amount of the fine if applicable.  
Adopted 11/14/2018
  - b) Should the violation still exist thirty (30) days from the date of the first fine and/or after a specified time limit agreed on between the Board and the homeowner an additional fine may be levied, increasing in \$50.00 increments. Fines may continue to be levied until the violation has been satisfactorily corrected.
  - c) After the violation has been corrected any recurrence within 12 months of the correction will be deemed to be a continuance of the violation and fines may be imposed at the same level as previously levied by the Board.
  - d) Fines may be reduced or expunged in some cases provided the Owner assures the Board that the violation is corrected and there is not a recurrence. Any recurrence of a reduced or expunged fine is cause to reinstate the original fine(s).

**T. OWNER REPAIR AND MAINTENANCE RESPONSIBILITIES**

**DECLARATION OF RESTRICTIONS: “Each Owner of a Living Unit shall be responsible for the maintenance and repair of the interior of the Living Unit and the interior of all areas which he has the exclusive right to use.”**

The following areas are Owner maintenance responsibilities:

1. The inside of the unit itself.
2. The garages, carports and storage cabinets.
3. The patio area and front porch.
4. The balconies (if any).

**BY-LAWS:** “All repairs of internal installations of the unit such as water, lights, gas, power, sewage, telephone, air conditioning, sanitary installations, doors, windows, lamps, and all accessories belonging to the unit area shall be at the Owner’s expense.”

**EXAMPLE:**

1. Window glass, window screens, window frames and sliding glass windows, decorative window frames, etc.
2. Garage doors, electrical openers, hinges, springs and mechanisms, sliding glass doors, sliding screen doors, all units doors, locks and hardware, etc.
3. Unit water shut-off valve and pipes leading into the unit.
4. Balcony doors, railings, and flooring (if any).
5. Patio fencing and gate between patio, carport and patio area.
6. Carport storage cabinets and doors.
7. Unit sewer pipe cleanout from unit to main line.
8. Storm drainage swales and pipes in the patio area.
9. Unit electrical wiring and fixtures.
10. All accessories belonging to the unit area.

**EXTERIOR MAINTENANCE OF UNIT AREA**

The Association will repair and maintain all exterior wall surfaces and the roofs of buildings, care of gutters and down spouts, brick facings, stucco and wood trim. The Association will paint the exterior siding, trim, doors and all other surfaces which need painting. The Association will repair and maintain or replace as needed the portion of the patio fencing which forms the sides and/or ends that separate the units.

**U. PATIO / BALCONY PLANT CONTROL**

This is a criteria list for plantings located in the patio / balcony areas. Please be certain your plantings fall within the limits outlined.

1. Bushes, trees, vines, etc. must stay within the unit patio fence lines and balcony railings. No overhang is permitted.
2. No shrubs or bushes may grow higher than six (6) feet or the height of the fence and trees may not grow higher than ten (10) feet from ground level or higher than the garage or carport roof.
3. No trunk or major branches from trees are to rest against fences or buildings.
4. No plant or tree with a trunk larger than six (6) inches in diameter is allowed. Roots from trees must not cause any damage to the patio area, garage area, building foundations and/or sewer pipes, etc.
5. Vines may only be grown on trellises and may not grow onto the fences, buildings or any other structure.
6. No condition shall exist which may cause an insurability problem, damage the property in any way or prevent future sales.
7. Owners are required to correct any problem that may arise at their own expense, whether listed above or occurring otherwise.



**NOTE:** We recommend that only shrubs, bushes and dwarf trees be planted. Large trees could cause damage to the foundations, plumbing pipes, buildings, etc.

**BY-LAWS:** “An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.”

**V. GARAGE DOORS**

**MAINTENANCE OF EXISTING WOODEN GARAGE DOORS**

1. Wooden garage doors must be maintained in good repair at all times. Wooden door panels that are separating and/or pulling apart or that are otherwise deteriorating must be repaired or replaced.
2. Wooden garage doors are to be constructed of four (4) foot wide panels of ¼ inch T-111 rough sawed finish with eight (8) inch wide vertical grooves. The door panels must be attached to the frame with galvanized nails or screws to prevent rust. The Association will paint your garage door when contacted or you may paint it yourself with Frazee’s Oxford Brown.
3. Owners are required to maintain their own garage doors and to keep them in compliance with these specifications. The Association will not be responsible for damage cost, repairs or replacement of the garage doors.
4. Garage doors shall be square in frame when closed and not extend beyond the frame and/or cement slab into the driveway.
5. Garage doors must not be more than one (1) inch off of the garage floor when closed. The wooden panels must be even across the bottom of the door with a rubber weather stripping.
6. Wooden or steel garage doors are subject to Board review and inspection by management for proper upkeep and maintenance.
7. The Board requires replacing your old garage door with a steel door when the old door is no longer functional.
8. Owners are responsible for the removal and disposal of the old door when it is replaced.

**REPLACEMENT STEEL GARAGE DOORS**

1. The Board recommends a professional installation for your new steel garage door to ensure safety and quality control.
2. The door must have steel panels, aluminum is NOT permitted.
3. Steel garage doors may not contain windows or two tone colors.
4. Doors must be dark brown in color (or able to be painted).

**NOTE:** All proposed changes or additions to a unit’s garage door that are not listed above must be approved in writing by the Board or its authorized committee prior to replacement.

**W. FENCE CRITERIA**

1. The Association has the responsibility to repair or replace, as needed, the portion of the patio fence that forms the sides and/or ends and separates the unit patios. The Association will follow the criteria as listed in item #3.
2. Owners with carports have the responsibility to repair, maintain or replace as needed the portion of the patio fence and gate which forms the back side and separates the patio from the carport. Owners will follow the same criteria as listed below in item #3. This criteria will not apply to Owners with garages.
3. When installing new fencing patio enlargements will not be permitted nor will any relocation of the fence lines from the original position as built by the developer. The new fence sections shall be constructed or built as follows:
  1. New fencing must be installed in the exact same location as the previous fencing.
  2. The dog-eared board must be one (1) inch thick, eight (8) inches wide, and six (6) feet in length. The boards must be cedar or redwood and must not come in contact with the ground at the bottom.
  3. Fence posts must be steel or redwood 4x4x7 and cemented 18 inches into the ground using a full sack of Red-E-Crete per post. The posts may not be spaced more than six (6) feet apart. Stringer rails must be redwood 2x4's.
  4. Galvanized nails and zinc screws of appropriate length must be used to construct new fencing. The fencing can be left untreated or stained with a light brown stain.

**NOTE:** Should you have any further questions, please contact the management office.

**X. PATIO DRAINAGE CRITERIA**

To prevent flooding of your garage and patio area, the three items listed below are minimum requirements to assure and maintain proper water drainage for the patio area.

1. No masonry materials are allowed in the area 48 inches back from the garage and running the full length of your patio. This area must be kept free for the purpose of absorption and the free drainage of rain water.
2. The swale drainage ditch shall be no less than 18 inches wide and 3 inches below the garage floor and must run the full length of your patio. This requirement is called "finish grade topography elevations" and must be maintained to prevent flooding.
3. Should your patio yard not meet these requirements because the ditch/swale was not maintained or has been filled in, your neighbors an/or the Association may hold you responsible for any water damages that may result from the failure to maintain or restore the ditch/swale in your patio area. The drains in the patio area are not adequate and may have filled in with dirt or debris. The Association will not maintain these drains as they have collapsed with age and were secondary to the primary finish grade elevations and ditches/swales as originally intended and officially recognized and recorded with the County Building Department as the only intended vehicle to carry away rainwater.

**Y. VIDEO SATELLITE DISH CRITERIA**

1. Prior to installation, each Owner is required to obtain permission and approval from the Board or the Architectural Committee. An Architectural Request Form is available at the management office or on the Association website.
2. The Association will NOT allow any satellite dish to be mounted/installed on the front or side of any unit. One (1) 18 inch diameter dish may be mounted/installed on the upper back side of a unit.
3. The Association will require the Installer/Owner of the dish to fully indemnify or reimburse the Association for loss due to damages that result from the installation and/or its removal, etc.

The satellite dish is private property; therefore, it should be removed when the unit is sold, unless the new owner requests an architectural change to allow the previously installed dish to remain.

4. The wires from the satellite dish will be restricted to a maximum of three (3) feet in length coming from the dish and entering the attic through the air vents under the eaves of the roof. Wire will NOT be permitted to be run on the exterior of the building.
5. A video satellite dish may be mounted/installed on the back wall of a unit under the eaves. This installation is recommended for buildings where the back faces south.
6. A second option will be allowed for buildings where the backs do not face south. On these buildings the dish may be mounted/installed on the edge of the roof over the eaves on the back side of the unit.
7. All satellite dishes must be installed by professionals trained for satellite dish installation. Each installation will be reviewed and inspected by the Architectural Committee for final approval. Any changes or modifications that may be required shall be at the Owner's expense.

**Z. PATIO COVER CRITERIA**

Definitions and Requirements:

- a) Patio covers are one-story roofed structures, not more than ten (10) feet above grade level, used for recreational and/or outdoor living purposes.
- b) Patio covers must be open on three (3) sides and have a clear height of not less than 6-foot 8-inches from the cement slab to soffit or lowest point of height. The three (3) open sides must not be covered with any materials which obstruct the free passage of light and air.
- c) Patio covers must be attached and are permitted as an addition to the building structure of an Owner's dwelling unit in a multi-dwelling building. Patio covers cannot be used as carports, garages, habitable rooms or storage structures.
- d) The patio wood structures may be painted Padre Brown or Oxford Brown. Any other color will require Board approval.

**NOTE:** An Architectural Change Form will be required before starting your project. If approved by the Board or its committee, the building of a patio structure will require a City Building Permit. You will be given sixty (60) days to complete the work and have ten (10) days thereafter for final Board approval.

Lumber:

- a) Lumber must be top grade and marked lumber. Douglas fir, redwood or cedar may be used to build your patio structure.
- b) Suggested Framing Lumber:
  - 1 each.....4X6 support beam
  - 8 each.....2X6 stringers on 24 inch centers
  - 3 each.....4X4 and 8 foot long support posts
  - 1 each.....2X8 and 16 foot long ledger board
- c) Suggested Hardware and Materials:
  - 8 each.....Galvanized steel stringer hangers
  - 6 each....."T" Strap stiffners
  - 9 each.....1/2 inch zinc bolts for "T" strap
  - 3 each.....1/2 inch anchor bolts with stand-off anchor hardware
  - 8 each.....1/2X5 inch lag screws for ledger board
  - 1 each.....Galvanized steel roof flashing and sealer

Post Anchorage and Bracing:

- a) Posts must be anchored at the lower end to the cement slab with stand-off post hardware using a 1/2 inch anchor bolt. The post will be braced to the upper beam with "T" straps and/or other methods allowed.
- b) When the load on a supporting post does not exceed 750 pounds per post, a minimum 3 1/2 inch thick concrete slab on grade may substituted for the pad footings shown on a typical detail drawing requirement.

House Attachment:

- a) One side of the patio structure must be attached directly to the unit building. The rafter spans and main support beam sizes must be as shown in the tables furnished by the City Planning Department. A ledger board the same size as the rafters or larger shall be fastened to the building with 1/2 inch by 5 inch long lag screws spaced at 32 inch center to center. Lag screws may be spaced at 48 inch centers when the rafter span does not exceed ten (10) feet.

Roof Coverings:

- a) Wooden slats 2X2 sheathing spaced every two (2) inches on the whole roof structure.

**Option #1:** Shade netting on the wooden slats may be used to cover the roof but may not be used for any of the three sides that are open as required.

Pre-Approved Patio Cover:

- a. The pre-approved patio cover model listed below may be chosen to reduce approval time or you may apply to install another brand effective July 10, 2013. You must submit a completed Architectural Improvement Request Form for any patio cover you may want to install. Information regarding the proposed patio covers size and color along with proof of insurance from the Contractor installing the patio cover listing Pepper Townehomes HOA as additional insured must also be submitted for approval.
- b. Aluminum patio covers must be of a gauge that will support the weight of 2 average men for building maintenance purposes. Your contractor will be able to disclose if the patio cover can bear this weight.

**PATIO COVER CRITERIA 6. Pre-Approved Model**

The pre-approved standard patio cover is named the “Elitewood Classic Series with insulated laminated roof panels” available from Metals USA Building Products and installation available from Skyline Sunrooms. [www.sunrooms.com](http://www.sunrooms.com)