



# *Rules and Regulations*

---

*For Pearl Street Townhomes  
Homeowners Association*

*October 2013*

---

# Pearl Street Townhomes Homeowners Association

## Rules and Regulations

**T**hese rules have been established to serve as comfortable guidelines for enjoying Pearl Street Townhomes without infringing on the rights and common benefits of all owners.

### *Introduction*

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 Pearl Street Townhomes Homeowners Association. Owners are urged to read 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.

---

The Board can prohibit the keeping of any animal which constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.

### *Animals*

Any litter deposited by pets on sidewalks, paths, planters or other common areas must be removed immediately by the owner of the animal.

Residents are responsible and liable for any personal injury or property damage caused by their pets.

All pets must be kept within an enclosure or on a six (6) foot leash held by an individual capable of controlling the animal.

The only animals that may be raised, bred or kept in any residence are dogs, cats, fish, birds and other usual household pets, provided that they are not kept, bred or raised for commercial purposes or exceed any weight limitations. Reasonable number of household pets is limited to two (2) total per residence except as may be allowed by the Board.

Residents who are disturbed by an animal are urged to first contact their neighbor, and if unsuccessful, to write to the Association or contact the local Animal Control Department.

---

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.

### *Common Areas*

Residents can help in the overall maintenance of the common areas by reporting any problems to the property management company.

No garage sales will be permitted within the Association.

No unsightly articles, including clotheslines, shall be permitted to remain on any portion of any Lot so as to be visible from the street or from any other Lot.

Should a resident wish to use a doormat in front of their entry door, the mat must be constructed of quality materials in a solid color and designed for use as a doormat. Carpet scraps or remnants are not an acceptable doormat.

---

Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that disrupts the Community's tranquility or interferes with the quiet enjoyment of other occupants.

## *Noise Control*

The Board is entitled to determine if any noise, odor or activity producing such noise or odor constitutes a nuisance.

Each owner is accountable to the Association and other Owners for the conduct and behavior of persons residing in or visiting their residence.

---

Residents with small entryways are permitted up to one (1) small potted plant and one (1) large potted plant.

## *Potted Plants in Entryways*

Residents with large entryways are permitted up to two (2) small potted plants and two (2) large potted plants.

Only the following unit's are considered as having large entryways: 3, 4, 12 and 24. All other entryways are considered small entryways.

The potted plant sizes are defined as not exceeding the following dimensions:

- Small 10 inches in diameter
- Large 20 inches in diameter

Plants must be maintained in good condition at all times.

The Board of Directors is entitled to make exceptions to this rule as long as any permission request is submitted for consideration to the Board and approved in writing. The Board may also evaluate entryways on a case-by-case basis and determine that further articles may not be permitted.

---

Residents must complete and submit to Management the Resident Registration Form within thirty (30) days of purchasing a residence in the community or within ten (10) days of new tenants moving in to their unit.

## *Resident Registration Form*

The form can be obtained from Management.

---

One umbrella of a reasonable size, as determined by the Board of Directors, is permitted on the rooftop patio.

## *Rooftop Patio Use*

Any umbrellas must be in the closed position when not in use by residents.

Any pots and planters must be on the ground of the rooftop patio or on tables.

At no time may any articles, including potted plants, be placed on top of the roof or on top of any retaining wall. Additionally, should the Board of Directors deem an item to be unstable, unsafe or unsightly, the resident will be sent a notice to remove the item.

---

A maximum of one (1) security sign is permitted in the front yard.

Security signs may not exceed 12"x12" and may be placed no more than three (3) feet away from the house and no more than five (5) feet above the foundation level.

Two (2) additional 4" x 4" security decals may be attached to the windows of the house.

One (1) temporary realty sign advertising a home for sale may be located on the front yard of the property which is for sale.

Realty signs must be of professional quality and weather resistant material.

Realty signs may not exceed 4 feet square in area supported by a single stake and shall not exceed 3 feet in height above ground level. "Sold" signs may not be displayed for more than thirty (30) days after the sale of the home. Posts, pillars, frames or similar arrangements are prohibited.

## *Security and Realty Signs*

---

No time sharing of units is allowed.

Leases are to be for a minimum of 30 days.

All owners must provide their tenants with the Rules and Regulations.

All tenants must comply with the Rules and Regulations, Bylaws, Design Guidelines and the CC&Rs. Owners are held responsible for their tenants and guests.

No unit shall be used except for single family or residential purposes.

## *Time Sharing, Rental Requirements, and Commercial*

---

Members 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 proper container or receptacle.

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.

No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc.

Trash containers must be stored in the garage except when being placed along the street during trash pick-up day.

Trash containers should be placed by the street for pick-up no earlier than 4:00 p.m. the night before pick-up and must be removed from the street no later than 8:00 p.m. the day of pick-up.

## *Trash*

---

Please remember that there may be children at play. Observe posted speed limits.

Garages must be maintained to house the number of vehicles owned to its fullest extent possible for which it was designed. No vehicle that is longer than 20 feet shall be parked in any driveway. Garages or other parking areas shall be used for vehicle parking and not living areas or exclusively for storage, recreational, business or other purposes.

## *Vehicle and Parking Regulations*

Guest parking spaces are reserved for guest parking. Residents are prohibited from parking in guest spaces except for temporary loading or unloading purposes, not to exceed fifteen (15) minutes. Parking in designated Fire Lanes is prohibited.

Should any guest vehicle remain parked in guest spaces in excess of three (3) days per week or twelve (12) days in one calendar month, the vehicle will be deemed a resident vehicle and subject to the parking restrictions outlined for residents.

No boat, camper, recreational vehicle, trailer van or motor vehicle of any type (Prohibited Vehicle defined in the CC&R's) other than a standard automobile may be stored or parked on any lot other than in the garage, except temporarily for the purpose of loading and unloading, making deliveries or emergency repairs.

No vehicle or other equipment may be dismantled, repaired, restored or serviced on any lot except in the garage. Leaks from vehicles in the street, driveways or guest spaces must be cleaned up within a reasonable time period. Should any leaks not be cleaned up by the owner, the Association may assess the cost of the stain removal to the owners account.

Off road riding within any private lot, common area, open space, or public or Private Street serving the community or its districts is prohibited.

The Board shall have the authority to tow away and store any vehicle parked in violation of the above limitations, or by those described in the CC&R's, at the owners sole expense.

---

The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 10<sup>th</sup>. All other decorations must be displayed no more than 15 days prior to the day of the holiday, and must be removed within 7 days after the holiday.

## *Holiday Decorations*

All holiday lighting must have a UL or comparable rating. Outdoor lights must be designed for outdoor use. Please insure that holiday lights do not disturb other Residents.

No Resident may place holiday decorations on plants in the Common Area or Association Property.

Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitee, or any Resident of his or her Unit.

---

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 property management company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons on Pearl Street Townhomes property with all provisions of the Rules and Regulations, Design Guidelines, Bylaws and CC&Rs. If there is a violation, the property management company has been instructed to obtain the names and addresses of violators and report this information to the Board of Directors.

## *Enforcement of CC&Rs & Rules and Regulations*

It is the right and duty of each resident to report violations to the property 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 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.

If the violation continues or if the response is otherwise unsatisfactory, a second notice to correct the violation will be sent by the management company. In the second notice the owner will be notified that a fine may be imposed if the violation is not corrected.

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 ten (10) 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.

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.

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.

---

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

*Fine Schedule*

Hazardous Activities (Risk of harm to person or property)	\$100.00
Use Restrictions	\$50.00
Vehicle and Parking Restrictions	\$50.00
Unauthorized Improvements to Property	\$100.00
Any Violation of the Bylaws, CC&Rs or Rules & Regulations not specifically mentioned (i.e. dogs barking, trash receptacles being left out, etc.)	\$50.00

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 to double the initial fine at the discretion of the Board. Four (4) or more violations assessed to a single lot/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.

**FORMAL COMPLAINT FOR CC&R's, RULES, POLICIES  
AND/OR DESIGN GUIDELINES VIOLATION**

Date: \_\_\_\_\_

PERSON MAKING REPORT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

DESCRIPTION OF VIOLATION: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
(Fill in as completely as possible)

Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIOLATOR INFORMATION:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

WITNESS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

MAIL TO:

Pearl Street Townhomes Homeowners Association  
C/o The Prescott Companies  
5950 La Place Court, Suite 200  
Carlsbad, CA 92008-8852