

# **PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION**

## **OPERATING RULES**

**REVISED OCTOBER , 2009**

# Ponderosa Meadows Homeowners Association Operating Rules

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## **I. MEMBERSHIP INFORMATION**

The Ponderosa Meadows Homeowners Association offers many advantages to the homeowner. In order to protect and preserve these benefits, certain limitations and restrictions are placed on Members of the Association.

The Ponderosa Meadows Homeowners Association is a California non-profit Association consisting of those Owners of residences within the ultimate boundaries of Ponderosa Meadows. (The "Project").

The purpose of the Ponderosa Meadows Homeowners Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Ponderosa Meadows Homeowners Association provides a membership base to share the costs of maintaining the community now and in the future.

The attached community guidelines and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these community guidelines support the Declaration of Covenants, Conditions and Restrictions (CC&R's), they do not cover the entirety of the document. Please be sure to read the Declaration of Covenants, Conditions and Restrictions (CC&R's) carefully.

## **II. GENERAL GUIDELINES**

### **A. COMMON AREA RULES AND REGULATIONS**

1. All persons residing within the Project may enjoy the use of all facilities in the Common Area as long as they abide by the terms of the Project Documents.
2. There shall be no obstruction of any part of the Common Area. Nothing shall be stored, grown, displayed or kept in the Common Area (excluding Exclusive Use Common Area) without the prior consent of the Board.
3. Nothing shall be done or kept on any Lot or in any improvements constructed in any Lot, or in the Common Area, which will increase any applicable rate of insurance or which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law.
4. No Owner shall permit anything to be physically done or kept in the Common Area or any part of the Project which might result in cancellation of insurance on any part of the Common Area, which would interfere with the rights of other Owners, or which would be a nuisance, noxious, harmful or unreasonably offensive to other Owners.
5. No Owner or Invitee shall perform any act which results in damage to the Common Area.
6. Access to roofs shall be restricted to persons authorized by the Board.

### **B. USE AND OCCUPANCY OF RESIDENCES**

1. The Residences shall be used as a dwelling for single family and for no other purpose.

2. Any Owner who wishes to lease his Lot must meet each of the following requirements, and the lease will be subject to these requirements whether they are included within the lease or not:
  - (1) all leases must be in writing;
  - (2) the lease must be for the entire Lot and not merely parts of the Lot, unless the Owner remains in occupancy;
  - (3) all leases shall be subject in all respects to provisions of the Declaration, the Bylaws, and all Rules adopted by the Board;
  - (4) all Owners who lease their Lots shall promptly notify the Secretary of the Association in writing of the names of all tenants and members of tenants' family occupying such Lots and shall provide the Secretary of the Association with a complete copy of the lease. All Owners leasing their Lot shall promptly notify the Secretary of the Association of the address and telephone number where such Owner can be reached;
  - (5) no Owner shall lease his Lot for a period of less than thirty (30) days. Notwithstanding the foregoing, Owners shall be allowed to put Lot into a rental arrangement with a professional management company in charge for occupancies for any period of one (1) day or longer. The Owner or the management company shall advise the Association as to name and contact information of the professional management company overseeing such rentals. In the case of a short term rental under this section, no tenant shall be allowed to have any animals.
3. Any failure of a tenant to comply with the Declaration, Bylaws, and Association Rules, shall be a default under the lease, regardless of whether the lease so provides. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant.
4. If any tenant is in violation of the provisions of the Declaration, Bylaws, or Rules of the Association, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant is violating, or has violated any of the provisions of the Declaration, the Bylaws of the Association, or the Rules of the Association, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the Owner is not the plaintiff in the action and/or the tenant is not otherwise in violation of tenant's lease. For purposes of granting an unlawful detainer against the tenant, the court may assume that the Owner or person in whose name a contract (the lease or rental agreement) was made was acting for the benefit of the Association. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which the Association has. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.
5. The Association shall give the tenant and the Owner notice in writing of the nature of the violation of the Declaration and/or Rules, and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.
6. Each Owner shall provide a copy of the Declaration, Bylaws and all Rules of the Association to each tenant of his or her Lot. By becoming a tenant, each tenant agrees to be bound by the Declaration, the Bylaws and the Rules of the Association, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of the Declaration, the Bylaws, and Rules of the Association.

7. All rights to use and enjoy the Common Area shall be exercised by the tenant rather than by the Owner of the leased or rented Lot; however, the Owner shall not be relieved of the obligations and duties imposed by the CC&R's.
8. A Lot may be used as a combined residence and executive or professional office by the Owner thereof, so long as such use complies with all City requirements for such use, does not interfere with the quiet enjoyment by other Lot Owners of their Lots, does not include visiting clients or employees, does not entail any signs regarding such use that are visible from the exterior of the Residence, and such use is not otherwise visible from the Common Area, adjoining Lots, the Private Streets, or any public streets adjacent to the Project.
9. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.
10. No health care facilities operating as a business or charity shall be permitted in the Project, unless permitted by law or ordinance which preempts this restriction.
11. No family day care center shall be permitted within the Project except as specifically authorized by California Health and Safety Code § 1597.40 and other applicable state statutes. The owner/operator of any such day care facility shall comply with all local and state laws regarding the licensing and operating of a day care center and, in addition, shall:
  - (1) Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center;
  - (2) Defend, indemnify and hold the Association harmless from any liability arising out of the existence and operation of the day care center;
  - (3) Abide by and comply with all of the Association's Rules;
  - (4) Supervise and be completely responsible for children at all times while they are within the project;
  - (5) Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these conditions, or other reasonable requests.

Note: Anyone dropping off or picking up children at a family day care center operated within this Project shall be subject to the Parking Rules for this complex. See parking rules.

12. No Unit shall be permanently occupied by more than two (2) persons per bedroom. A "permanent resident" means any person residing on the Lot more than sixty (60) days out of any twelve (12) consecutive month period, provided that one (1) child under three (3) years of age shall be allowed in addition to the maximum number of permanent resident otherwise permitted in each Lot.
13. No noxious, illegal, or seriously offensive (to a reasonable person) activities shall be carried on within any Lot, or in any part of the Project, nor shall anything be done thereon that may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his/her respective Lot.

14. Each Owner shall comply with all of the requirements of all federal, state, and local governmental authorities, and all laws, ordinances, rules and regulations applicable to the Owner's Lot.

### **C. TENANT RULES**

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Ponderosa Meadows Homeowners Association Project Documents including but not limited to these Operating Rules and the Architectural Guidelines. An executed written rental or lease agreement must be in place specifying that the tenant shall be subject to all provisions of the Project Documents and a failure to comply with any provision of the Documents shall constitute a default under the lease agreement.
2. The period of the rental shall not be less than 30 days, except as stated in Section B2(5) above.
3. For the purpose of these Operating Rules, a tenant shall be defined as anyone in possession of all or part of an Owner's residence in exchange for any sort of consideration.
4. The Owner will, at all times, be responsible for his/her tenant's compliance with all of the provisions of the Ponderosa Meadows Homeowners Association Project Documents. Penalties and other actions to correct violations will be assessed against the Owner even though tenant committed the violation.
5. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.
6. Any Owner who rents or leases his/her Lot is responsible for assuring that the tenants and occupants of his/her Lot comply with the Restrictions.
7. The Owner is responsible for providing the tenant with a copy of the Project Documents.
8. All Owners leasing their Lots shall promptly notify the Association in writing of the names of all tenants and members of tenant's family occupying such Lot and of the address and telephone number where such Owner can be reached.
9. A copy of the lease agreement between an Owner and his tenant shall be given to management agent of the Project immediately upon execution by the parties.

### **D. GARBAGE AND REFUSE DISPOSAL**

1. All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall only be kept in sanitary containers.
2. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall, except on the day of collection, be kept in the garage of the residence, or within the enclosed yard area of the Lot, appropriately screened from view of

neighboring Lots, Common Area, Private Streets and public streets that are adjacent to the Project.

3. No toxic or hazardous materials shall be disposed of within the Project by dumping in garbage containers or down storm drains. Each Owner shall be responsible for removal of trash, garbage and recycling from his/her Lot.

#### **E. SATELLITE DISH, RADIO & TELEVISION ANTENNAS**

Subject to applicable legal requirements, no Owner shall construct, install and/or use and operate a radio and/or television antenna, satellite dish, other signal reception or transmission devices or related equipment in the Common Areas of the Project which are exterior of his/her Residence, including without limitation, within any porches or patios, without the consent of the Board, which the Board shall have the discretion to withhold. In considering whether to approve applications for any such devices to be located within any porch or patio, the Board shall consider and give great weight to the considerations of aesthetics, safety within the community, uniformity of appearance, potential structural damage, the potential for water leaks in the Project and the requirements of any applicable laws. The Board shall, in acting upon requests for approval of a satellite dish or other signal reception or transmission devices comply with California Civil Code § 1376 and applicable federal regulations [FCC]. No drilling or boring into walls, windows, slabs, roofs or other structural areas of the Project shall be permitted. The Board may adopt other Rules for installation and operation of any satellite dish or other signal reception or transmission devices that comply with California Civil Code § 1376 and FCC regulations.

#### **F. NUISANCES**

1. Noxious and offensive activities in the Project or on any public street abutting or visible from the Community are prohibited.
2. No activity shall take place that may be or may become a serious annoyance or a nuisance to other residents and interfere with the quiet enjoyment of their homes.
3. No activity shall take place that may in any way increase the rate of insurance for the Community, or cause any insurance policy to be cancelled or cause a refusal to renew the insurance.
4. The Association is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.

#### **G. VEHICLE RESTRICTIONS, PARKING & TOWING**

1. **Permitted Vehicles:** Permitted Vehicles shall mean appropriately licensed passenger automobiles, sports utility vehicles, motorcycles, and trucks having carrying capacity of ½ ton or less, vans having seating capacity of eight (8) persons or less. Owners and their tenants and invitees shall park their Permitted Vehicles only in the garages of the Residence on their Lot or in designated areas within the Common Area.
2. **No Owner or other occupant of any Lot shall park more than two (2) Permitted Vehicles within the Project at any one time.**

3. No part of the Project, including garages, may be used for repair, construction or reconstruction or washing of any vehicle.
4. No resident may park any vehicles in any space designated as “guest parking”. The “guest parking” spaces are for use of Invitees of the Residential Units only. Unassigned parking spaces shall not be used for storage of boats, trailers, inoperable vehicles or any other vehicles that are not Permitted Vehicles.
5. **No parking shall be permitted within the Private street.**
6. Vehicles that are not Permitted Vehicles shall not be parked or stored in the Project. Except for commercial vehicles or construction equipment that are providing services to a Lot or the Association (but only during the period of time in which such services are being provided and subject to the Rules), Permitted Vehicles shall not include boats or similar equipment, trailer, camper, commercial vehicle, construction equipment, mobile home, recreational vehicle, truck having carrying capacity of greater than ½ ton, van having seating capacity in excess of eight (8) persons, any vehicle which is too large to fit within the Owner’s garage or any inoperable vehicle shall be parked or stored anywhere within the Project. Vehicles that are otherwise Permitted Vehicles that are used both for business and personal use are not prohibited, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No excessively noisy or smoky vehicles shall be operated on the Project.
7. Permitted Vehicles of any type may be parked in a garage.
8. Garages shall not be converted into any use (such as storage space) that would prevent its use as parking space for the number of vehicles as that space was designated to contain. Owners are to use their garages for parking of their Permitted Vehicles so that unassigned Common Area parking spaces will be available for guest parking.
9. Garage doors shall be kept closed at all times except when in use by the occupants of the Residence for ingress and egress to and from the garage.
10. As long as applicable ordinances and laws are observed, including the requirements of Section 22658.2 of the California Civil Code, any vehicle, which is in violation of this Declaration, may be removed at the vehicle owner’s expense.

## **H. SIGN RULES**

1. All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable state and federal laws and local ordinances.
2. Signs may be displayed by Declarant on Common Area or unsold Units, as Declarant deems appropriate, advertising Lots owned by Declarant for sale or rent.
3. Signs required by legal proceedings may be displayed.
4. Non-commercial signs, posters, flags, or banners may be displayed in accordance with the provisions of the California Civil Code Sections 712, 713 and 1353.6. Any such sign or poster may not exceed nine (9) square feet in size and any such flag or banner may not exceed fifteen (15) square feet in size.
5. Appropriate signs may be displayed by the Association to identity the Project.

6. The Owner may display one (1) sign of reasonable dimension and the Owner may display one (1) sign within the Common Area providing directions to the Owner's Lot advertising the Lot for sale or rent provided that the sign in the Common Area is used only during an "open house" and must be removed when the "open house" is concluded. The sign shall not be attached to the outside of the house or fence. It may be displayed in the window, or staked in the front yard.
7. Other signs, posters and notices approved by the Board or specified in the Operating Rules or in the CC&R's may be posted in locations designated by the Board.

**I. FLAGS, PENNANTS, BANNERS, ETC.**

1. Except for the American flag, there shall be no exhibiting, flying or hanging of any flags, pennants, banners, kites or towels from any area of the Project that would be visible from any public street or Private Street, other Common Areas, or the other Lots, except for those items expressly permitted by law and the Operating Rules.

**J. BASKETBALL STANDARDS & OTHER RECREATIONAL EQUIPMENT**

1. No basketball standard or fixed sports apparatus or similar equipment shall be attached to the exterior surface of any Residence, nor shall any portable apparatus or basketball or other recreational equipment be permitted on any Lot, except within an enclosed yard area in accordance with the Operating Rules. The purpose of this restriction is to maintain uniformly high aesthetic standards, and to preserve the quiet enjoyment of the respective Lots by the Owners thereof.

**K. PET RULES**

1. An Owner may keep no more than a total of two small (2) dogs, or one large (1) dog, cats and other customarily un-caged household pets within the Owner's home. Each Owner may also maintain a reasonable number of small caged animals, birds or fish. In no event shall any Owner, or tenant or other occupant of a Lot, authorize, bring or keep within the Project: (a) any aggressive or dangerous breed known as a "fighting breed" or any dog being a mix thereof; or (b) any snakes, pigs, large lizards, spiders, rats or vermin.
2. Unless the Rules increase the number or type of animals which may be kept, no other animals or pets are permitted in the Project.
3. No animal may be raised, bred, kept or maintained for commercial purposes.
4. No dog shall be allowed in the Common Area unless it is under the control of a responsible person by leash or other means.
5. Owners shall prevent their pets from soiling all portions of the Common Area and shall promptly clean up any waste left by their pets. Owners shall be fully responsible for any damage caused by their pets. An Owner shall use reasonable efforts to prevent any animal within his Lot from making disturbing noises that can be heard from any other Lot between the hours of 10:00 PM and 7:00 AM. The Board shall have the right to prohibit the maintenance of any pet which, after Notice and Hearing, is found to be a nuisance or a danger to the health and safety of any occupant in the Project, or otherwise to be a nuisance within the Project.

6. The Board, after notice and a hearing, may require the permanent removal of any animal that the Board determines to be a danger to the health and safety of any occupant in the Project, or otherwise to be a nuisance within the Project. The Board may find that an animal is a nuisance if the animal or its owner continues to violate the Rules regulating pets after receipt by the Owner of a written demand from the Board to comply with the Rules.

**L. BARBECUE RESTRICTION**

Only propane operated barbecues may be operated anywhere within the Project. Charcoal or wood burning barbecues are not allowed.

**M. YARD SALES**

No yard sales permitted in the Common area.

**N. CLOTHES LINES**

No exterior clothes lines shall be erected or maintained, and there shall be no outside laundering or drying of clothes. No draping of towels, carpets, or laundry over exterior railings shall be allowed.

**O. EXTERIOR LIGHTING**

No Owner shall remove damage or disable any exterior light, regardless of where located, which is connected to the Association's electric service.

**P. WINDOW TREATMENTS**

No portion of any drapes, blinds, curtains, shutters or other window treatments that are installed on the interior of any Residence which may be seen from outside such Residence shall be of a color, texture or material which, in the reasonable opinion of the Board or Architectural Control Committee, is inharmonious with the exterior appearance of all Residences. The exterior side of the window coverings shall be white or off-white in color, unless another color is approved by the Board or Architectural Control Committee.

**Q. POWER EQUIPMENT & CAR MAINTENANCE**

No power equipment, hobby shops, or vehicle maintenance (other than emergency work), shall be permitted on the Project except with prior written approval of the Board. Use of portable power tools and yard maintenance equipment shall be permitted during reasonable hours of the day if the use is conducted in a manner as to avoid any unreasonable noise, dust, and fumes or hazard adversely impacting neighboring Lots. All hazardous waste shall be disposed of properly by each Owner.

**III. ENFORCEMENT GUIDELINES**

**HEARING PROCEDURE AND FINES**

**1. Notice and Hearing Procedures.** The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation which could result in disciplinary action against a Member per Civil Code 1363(h) of the Davis-Stirling Act.

a. Notice of Hearing. Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.

b. Opportunity to Be Heard. Members have the right to send a letter, send a representative, or appear in person to present evidence as to why they should not be disciplined. Members also have the right to bring an attorney with them to advise them or to speak on their behalf. The hearing will be held in executive session unless the member requests otherwise.

c. Rescheduled Meetings. Upon timely, written request and for worthy cause, an accused party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.

d. Correction of Violation. In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.

e. Notice of Decision. Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision.

f. Conflicts of Interest. If members of the Board have a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.

**2. Remedies for Enforcement.** To enforce the governing documents, the Board may impose one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.

- a. Warning letters
- b. Monetary penalties
- c. Suspension of membership privileges
- d. Alternative dispute resolution
- e. Litigation

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.

**3. Fine Schedule.** Violation of the association's governing documents may result in a warning letter, fine, and suspension of privileges and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.

**1st violation,** warning or fine up to \$25.00

**2nd violation,** same offense: up to \$50.00

**3rd violation,** same offense: up to \$100.00

**Additional violations,** same offense: up to \$200.00

**Endangering others, vandalism threats of violence:** fines up to \$500.00 per incident, depending on the violation

**Continuing violations:** fines up to \$50.00 per day may accrue until the violation is cured

**Suspension of Privileges:** in addition to or in lieu of fines, privileges may be suspended for up to 30 days.

The Association may pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.



**(EXHIBIT B)**  
**PONDEROSA MEADOWS HOMEOWNERS ASSOCIATION**  
**PROCEDURE FOR OWNER HEARING**

1. Introductions and hearing session procedures.
2. Statement of violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review of Community Declaration requirements, Bylaws, and Community Guidelines and Architectural Guidelines of the Association.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Owner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling without Owner present.
9. Enforcement procedures as applicable.
10. Adjournment.

**DOCUMENTATION**

Name of Invitee: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Nature of Alleged Violation: \_\_\_\_\_

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

Board Ruling: \_\_\_\_\_

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

Additional Comments: \_\_\_\_\_

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

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