

*Membership  
Information  
Guide*

***PACIFIC SHORES  
HOMEOWNERS' ASSOCIATION***

***JULY 2003***

**PREFACE**

**To the Members of the  
Pacific Shores  
Homeowners' Association:**

**The Board of Directors and your Property Manager have worked diligently to prepare this annual Disclosure Statement. The information contained in this booklet is important for owners and residents to be familiar with. Please take the time to read it. In addition, please provide the extra booklets to your renters. If you need additional booklets, please let me know and they will be sent to you free of charge.**

**Please let me know if you have any questions or if you need additional information about what is contained in this booklet.**

**Thank you very much.**

**Sincerely yours,**

**THE BOARD OF DIRECTORS  
OF THE PACIFIC SHORES  
HOMEOWNERS' ASSOCIATION**

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**STATEMENT OF ALTERNATIVE  
DISPUTE RESOLUTION**

Effective January 1, 1994, the California legislature has amended California Civil Code §1354. This amendment provides that, subject to several exceptions, in disputes regarding the enforcement of the Association's governing documents, the parties to the dispute, i.e. the Homeowner and the Association, shall offer to resolve the dispute through arbitration or mediation, prior to initiating litigation. The form of this Alternative Dispute Resolution may be binding or non-binding.

Failure by any Member of the Association to comply with the pre-filing requirements of §1354 of the Civil Code may result in the loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents.

**ALTERNATIVE DISPUTE RESOLUTION AMENDMENT  
AB1317 — Amended Civil Code 1354. §1366.3 added to the  
Civil Code Effective January 1, 1997:**

This amendment provides that the exception for disputes related to Association assessments in subdivision (b) of Section 1354 shall not apply if, in a dispute between the owner of a separate interest and the Association regarding the assessments imposed by the Association, the owner may choose to pay the amount of the disputed assessment, late charges, interest, fees and costs (including up to \$425 of attorneys' fees for preparation of the lien), and must state in writing, by certified mail, that the amount paid is being paid under protest within 30 days of the Association recording the assessment lien in accordance with Section 1367.

**STATEMENT OF SPECIAL ASSESSMENT**

The Board of Directors for the Pacific Shores Homeowners' Association has not determined and does not anticipate the need for one or more special assessment levies that may be required to repair, replace, or restore any major component of the property. However, the present reserve funding may or may not be adequate and if there were bona fide need, the Board of Directors would rely upon special assessments to fund any deficiencies in the reserve or operating accounts. Special assessments would only be considered in emergency situations.

Homeowners are encouraged to check with their own insurance carrier to verify special assessment insurance coverage.

**EXCESS INCOME STATEMENT**

The Board of Directors for the Pacific Shores Homeowners' Association has resolved that any amounts collected by or paid to the Homeowners' Association, in excess of the operating expenses for the year-end July 31st shall be set aside as reserves for future financial needs, as provided by the guidelines established by Revenue Rulings 70-604 & 75-371. Such amounts shall be deposited into insured interest bearing accounts. Allocation of any amounts so added to reserves shall be allocated to the various components of reserves at the discretion of the Board of Directors.

**INSURANCE DISCLOSURE STATEMENT**

The Pacific Shores Homeowners' Association has various types of insurance coverage placed through Robco Insurance. The policy renews in March each year. The Declaration Sheet is continued on the next page. It is your responsibility to forward it to your mortgage company. The Management Company will not respond from or to your mortgage company with requests for proof of insurance. If you require another copy of the Declaration Sheet, you may be charged a fee of \$10.00.

Some of the types of coverage that the Homeowners' Association carries are as follows:

General Liability Coverage.....	\$2 million aggregate \$1 million per occurrence
Directors & Officers Insurance .....	\$5 million
Deductible Amount.....	\$1,000
Earthquake Insurance.....	No coverage

The Association insurance coverage meets or exceeds the minimum level of coverage specified by California Civil Code 1365.89

This summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies, and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance does not cover your property, including personal property or real property improvement to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association Members should consult with their individual insurance broker or agent for appropriate additional coverage.

**POLICY ON LIEN RIGHTS & PRACTICES**

The Board of Directors for the Pacific Shores Homeowners' Association has adopted a policy for the collection of delinquent homeowners' assessments. The policy is as follows:

1. Homeowners' assessments are due and payable on the 1st day of each month, even if there is an error that delays the billing of the assessment.
2. On the 16th day of any assessment period, a *late charge* of \$25.00, shall be applied to any unpaid balance.
3. On the 30th day of any assessment period, a *Pay or Lien* letter will be sent to the delinquent homeowner at a cost of \$100.00, which is payable by the homeowner.
4. On the 60th day of any assessment period, a *Lien* will be placed on the homeowner's property at a cost of \$300.00, which is payable by the homeowner.
5. On the 90th day of any assessment period, an *Intent to Foreclose* notice will be sent to the delinquent homeowner at a cost of \$200.00, which is payable by the homeowner.
6. On the 120th day of any assessment period, *Foreclosure Action* will be instituted.

All costs incurred by the Association to collect delinquent assessments, including attorneys' fees and costs, which vary depending on the components of the situation, will be charged directly to the delinquent homeowner. The homeowner must pay these costs before the Association will release the lien.

Effective January 1, 1997, California Civil Code Section 1366.3 was added to the Davis-Stirling Common Interest Development Act. This amendment provides that the exception for disputes related to Association assessments in Civil Code Section 1354(b) shall not apply if, in a dispute between the owner of a separate interest and the Association regarding assessment imposed by the Association, the owner chooses to pay the amount of the disputed assessment, late charges, interest, fees and costs (including up to \$425.00 of attorneys' fees for preparation of the lien), states in writing that the payment is being made under protest and mails a written notice of protest by certified mail within thirty (30) days of the Association recording of the assessment lien in accordance with Section 1367.1. In that event, the Association must inform the owner that the owner may resolve the dispute through alternative dispute resolution as set forth in Section 1354 and through any other procedures available through the Association.

Effective January 1, 2003, California Civil Code Section 1367.1: The pre-lien notice to the owner must include the statement that the owner has the right to inspect the Association records pursuant to Corporations Code Section 8333. The owner may dispute the debt by submitting to the Board a written explanation of the reasons for the dispute. The Board must respond in writing within 15 days of the date of the postmark of the owner's explanation, *IF* the explanation is mailed within 15 days of the date of the postmark of the pre-lien notice. The owner may submit a written request to meet with the Board to discuss a payment plan for the debt set forth in the pre-lien notice. The Board does have the right not to accept the payment plan. The Board must meet with the owner in executive session within 45 days of the date of the postmark of the owner's request, *IF* the owner's request for a meeting is mailed within 15 days of the date of the postmark of the pre-lien notice, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the owner. The lien must be released within 21 days of payment in full or if an error is determined.

**POLICY FOR VIOLATION DETERMINATION**

Be it hereby resolved that the Board of Directors of the Pacific Shores Homeowners' Association has duly adopted the following method of addressing and validating violations of the Rules & Regulations and the Covenants, Conditions and Restrictions (CC&Rs) of the Association. Violations, specifically or non-specifically outlined in the CC&Rs, shall be separated into three (3) general categories.

Architectural Violations shall include, but not be limited to: failure to obtain architectural approval prior to initiating improvement and/or failure to construct improvements in accordance with provisions of architectural approval. Upon receipt of notification of physical inspection by Management, owner will be immediately notified of the violation and an enforcement policy will be enacted.

Visible Violations shall include, but not be limited to: parking, vehicular restrictions and exterior maintenance. Upon noticing of two (2) consecutive violations observed by Management, through physical inspection or by Board Member, or upon written complaint signed by two (2) owners of two (2) separate residences, owner will be immediately notified of the violation and an enforcement policy will be enacted.

Nuisance Violations shall include, but not be limited to: noise, odor, Common Area damage, behavior or control of pets, and/or behavior or control of owners' children, family members or guests. Upon written complaint signed by two (2) owners of two (2) separate residences or physical witnessing by Management or Board Member, owner will immediately be notified of violation and an enforcement policy will be enacted.



**VIOLATION POLICY**

To establish a violation of the governing documents of the Association, proof of said violations must be obtained. A Board Member or Management Representative can substantiate proof through visual observance. Proof can also be substantiated upon written notification of two (2) owners of two (2) separate residences.

**First Action:** Owner shall receive a general warning notice outlining the nature of the alleged violation and requesting correction and/or remedy of said violation.

**Second Action:** Owner shall receive a formal written complaint. The written complaint shall establish the nature of the violation; provide the owner with an opportunity to request a hearing to show cause why a fine should not be levied.

**Subsequent Action:** Should owner fail to exercise the option for a hearing, as well as fail to correct the violation; appropriate penalty fines will be assessed. Should owner continue to fail to correct the violation, the Board shall exercise the option of filing a Notice of Non-Compliance against the property and/or initiate legal action.

**CONSTRUCTION NOISE POLICY**

A \$250.00 fine per occurrence will be levied for violations of the restricted hours for construction in your home. All tools and equipment must be to rest Monday through Sunday at 6:00 p.m. You may not operate any equipment or perform any work before 9:00 a.m. Violations of this policy are subject to a \$250.00 fine per occurrence.

**COMPLAINT AND RULE ENFORCEMENT POLICY**

1. Homeowners need to file a formal written complaint and forward it to the Pacific Shores Homeowners' Association, in care of the management company. A signed and dated letter should comprehensively lay out the basis of the complaint and provide the information regarding when, where, who, what and how the violation occurred.
2. An owner is strictly liable for violations of these Rules by his or her guests or tenants. Where a tenant is in violation of a Rule, the owner will be served notice and have the responsibility for subsequent action as outlined hereafter as though they stand in the shoes of the offender.
3. When the complaint is received, the management company will send a formal complaint letter to the offending owner of record at his or her last known address. This letter will state the nature of the offense, the deadline for correction and the date of the Board meeting at which the complaint will be heard. This letter may include the amount of the assessment to be levied (if not corrected), as well as any assessment to be levied for any repetition of the violation.
4. All complaints will be heard in the Executive Session Board of Directors Meeting. If the offending owner has corrected the violation, the Board may not impose an assessment and will close that complaint. If the violation has continued, the Board will determine what sanction is appropriate for the violation. Should the offending owner not appear at a scheduled hearing, the Board may make a determination on the matter in his or her absence. Any such determination would be binding.
5. Notice of the Board action will be sent to the owner of record at his or her last known address.

**PENALTY FINE POLICY**

1. Minimum assessments for a first offense for any one violation will be \$50.00. Subsequent violations of the same Rule will be assessed at the rate of \$50.00 times the number of previous offenses, including the present offense. In addition to any assessment levied, the Board shall impose any additional sums, which amounted to actual cost, to the Association to repair the Association property or correct the violation. The Board of Directors may also suspend the voting rights or right to use the Association's recreational facilities, or any combination thereof, for any Rule violated. Any such suspension, however, shall not exceed thirty (30) days in length.
2. All assessments and charges imposed against an owner for a violation of the Rules will be applied to the offending owner's account and will appear on the owner's next statement of account. Any unpaid balances will be subject to additional late fees and charges as applied to the statement. Unpaid assessments shall become a lien against the offender's real property. Unsatisfied liens may result in foreclosure proceedings.
3. Seven (7) days following the mailing of the letter notifying the owner of the Board's actions, Management will check on the complaint to determine if the violation is reoccurring. If the complaint has not been corrected, a new complaint will be filed and the procedure outlined above will be repeated. The offending owner would be subject to the multiple assessment provisions outlined herein. If the violation has been corrected, no further action will be taken.
4. All homeowners of record and tenants will receive a copy of this complaint procedure and a copy of the complaint form. Additional copies will be available from the management company.
5. All letters and notices required under this procedure shall be mailed in the United States mail, first-class postage prepaid, and addressed to the offending owner at the last known address listed with the management company.
6. Violations of the restricted hour policy for construction work in your home will be subject to a fine of \$250.00 per occurrence.
7. Parking violations are subject to \$50.00 tickets per occurrence. One courtesy notice per violation will be issued before a minimum \$50.00 fine is levied for violations of any of the Association's parking rules.

**LEAD PAINT DISCLOSURE**

Please be advised that the products used on these premises may contain lead-based paint. The Homeowners' Association has not performed any testing to confirm or deny the presence of lead-based paint. If lead-based paint were discovered to exist, homeowners would be so advised.

## **MEMBERS' RIGHT TO OBTAIN DOCUMENTS**

The Homeowners' Association maintains document files in the offices of the Property Management Company. The Membership has the right to review the records of the Association and to have copies of non-confidential documents. Any Member who would like access to the Association's records needs to present a request in writing to the Property Manager identifying exactly which records are to be made available.

The Membership is required to reimburse the Association for any and all costs incurred to satisfy a Member's right to review and obtain Association records. Members may be required to reimburse the Association for costs of preparing and participating in the review of documents, the cost of making copies, including copy charges and labor, as well as other normal and customary costs that the Association may incur in fulfilling homeowner requests for information.

Members of the Association can visit the office of the Management Company with or without appointments. If a Member plans to visit the Management office with the intent to review Association records, mutually convenient appointments must be made with the Property Manager. Requests should be made in writing and confirmed.

### **Meeting Minutes**

The Board of Directors of the Pacific Shores Homeowners' Association meets on a monthly basis and maintains Minutes of those meetings. Any Member of the Association may attend meetings of the Board of Directors, except when the Board adjourns to Executive Session to consider matters of litigation, matters related to the formation of contracts with third parties, or Member discipline and/or personal matters.

The Minutes, or a summary of the Minutes of any meeting of the Board of Directors of the Association, other than Executive Session Meetings, shall be available to the Members within thirty (30) days of the Meeting. The Minutes, proposed Minutes, or a summary of the Minutes shall be distributed to any Member of the Association upon request and upon reimbursement of the Association's costs.

### **Audited Financial Statement**

The Board of Directors contracts for an annual financial audit completed by an independent auditor who submits a written report of their findings. The annual audit report is available to the Membership free of charge, upon request.

### **The Reserve Study**

The Board of Directors contracts for an annual study of reserve assets completed by an independent company. A report of the reserve components and assets is prepared and available to the Membership free of charge, upon request.

### **Operating and Reserve Budget**

The Board of Directors adopts an Operating and Reserve Budget each year approximately sixty (60) days prior to the end of the fiscal year in September. The Operating and Reserve Budget details the source and use of Association funds. A copy of the Operating and Reserve Budget is sent to each Member and is also available free of charge, upon request.

All Association records and documents are available to the Membership through the following resource:

**ASSOCIATION MANAGEMENT GROUP**  
2131 Las Palmas Drive, Suite A  
Carlsbad, CA 92009  
Tel: (760) 931-4180 / Fax: (760) 931-4188  
Tel: (949) 366-2112

Email: [AMG@AssociationManagementGroup.net](mailto:AMG@AssociationManagementGroup.net)

**ANNUAL MEETING**

**The Annual Meeting of the Pacific Shores Homeowners' Association will be held in November each year. At that time, the Board of Directors will conduct the meeting and together with the homeowners, transact the annual business, including the election of Board Members.**

**Homeowners will be notified in writing prior to the meeting, as dictated by the Bylaws of the Association. All homeowners are requested to attend the Annual Meeting. Without your attendance in person, or by proxy, the Board may not have a quorum, and may not be able to conduct required business. Please assist the Board by planning to attend the meeting, or at a minimum, please be diligent about completing the proxy and returning it as requested.**

**The Annual Meeting is the only meeting that the homeowners have participatory rights; that is, homeowners are able to make motions from the floor and conduct business at the Annual Meeting. This is normally precluded from the monthly Board meetings. The Board of Directors conducts "open" meetings when it meets; however, homeowners are restricted to input at the designated time on the agenda, which is under "Homeowner Discussion". While the Board of Directors is conducting the regular Board meeting, homeowners are invited to attend and be aware of the business before the Board, but the meetings are not interactive and homeowner input is restricted to the specific agenda time.**

**BOARD MEETINGS**

**General Rules**

- I. Length of Meeting:** It is desirable to conclude the Board business in 2 hours. Any time after that is an additional cost to the Pacific Shores Homeowners' Association. We ask, therefore, that comments be kept brief and to the point.
- II. Procedure:** The Board conducts its meetings according to parliamentary procedure based on Robert's Rules of Order Newly Revised.
- III. Obtaining the floor properly:**
- IV. During Homeowner Discussion, raise hand for recognition.**
- V. During any other portion of the Meeting, or following another Homeowner's presentation:**
  - A. Listen to the entire presentation, then raise your hand for recognition.**
  - B. Allow Directors to make comments on an issue, then ask for recognition.**
  - C. Speak clearly and concisely.**
  - D. Be courteous.**
- VI. Executive Session:** for Board Members only to discuss personal, legal, or contractual matters.

**Homeowner Discussion**

- I. Purpose:** to give the homeowners the opportunity to express a concern, opinion, or suggestion at a regular Board Meeting.
- II. The presentation is to be limited to three (3) minutes.**
  - A. The homeowner identifies him/herself by name and unit number.**



- B. Additional information is to be submitted to the Board in writing.
  - C. Request for Board action is to be submitted in writing.
- III. In the case of a simple problem: the Board directs Management to handle the matter.
- IV. In the case of complex problem: more deliberate course of action may be required.
- V. Written description of concern is submitted in writing to the Board.
- A. Concern is deferred to New Business portion of Meeting for discussion.
  - B. Concern may be placed on Agenda of next Meeting, or Concern may be placed in Executive Session.

**Tape recording and/or video taping any Meeting activities or conversations is prohibited.**

### **MEETING & OTHER NOTICES**

All notices are mailed to members (and renters when appropriate) . Please be sure to read these notices regarding issues of importance to all residents.

### **MEMBERSHIP LIST**

Management maintains a listing of all homeowners for its use in orderly maintaining of services. The listing shall not be public nor made available to any homeowner except as directed by the Board.

Please be sure to update management whenever there is a change in your mailing address or telephone number.

**PROPERTY MANAGEMENT**

The Pacific Shores Homeowners' Association has engaged the management services of Association Management Group. The Management Company is responsible for overseeing the day-to-day management responsibilities and maintenance of the Homeowners' Association property. Feel free to communicate with them at any time, if they can be of assistance.

**MANAGEMENT TEAM:**

Your Property Manager is Earl Feuer.

**ASSOCIATION MANAGEMENT GROUP  
2131 Las Palmas Drive, Suite A  
Carlsbad, CA 92009  
Tel: (760) 931-4180 / Fax: (760) 931-4188  
(949) 366-2112**

**Email: [AMG@ASSOCIATIONMANAGEMENTGROUP.NET](mailto:AMG@ASSOCIATIONMANAGEMENTGROUP.NET)**

To assist homeowners in communicating with the Board of Directors and the Management Company, please send all inquiries to the Board care of the Management Company. Complaints regarding rules violations or other problems are to be directed to the Property Manager and should be sent in writing.

**ARCHITECTURAL / LANDSCAPE CONTROL**

The Pacific Shores Homeowners' Association has an active architectural / landscape control program that has defined procedures to be followed for authorizing homeowner architectural / landscape changes. Documents are to be sent to the Management Company, as follows:

**ASSOCIATION MANAGEMENT GROUP  
2131 Las Palmas Drive, Suite A  
Carlsbad, CA 92009  
Tel: (760) 931-4180 / Fax: (760) 931-4188  
Tel: (949) 366-2112**

Email: [AMG@ASSOCIATIONMANAGEMENTGROUP.NET](mailto:AMG@ASSOCIATIONMANAGEMENTGROUP.NET)

The Architectural Review / Landscape Committee will have thirty (30) days to review the submission and submit written direction to the homeowner regarding approvals or modifications required. The request is then forwarded to the Rancho San Clemente Community Association Architectural Review Committee for final approval.

Architectural Review / Landscape Committee approval is required for any improvements, additions or alterations affecting the exterior appearance of the homeowner's real property within Pacific Shores Homeowners' Association. Architectural Review / Landscape Committee approval must be received **BEFORE** any work is begun. Additional detailed information concerning the Association's Architectural / Landscape Control Program is contained in the Architectural Review / Landscape Committee attachment to the Association's Rules and Regulations.

**HOUSE RULES**

**These are the Association's Rules and Regulations. Please be sure to read and understand the information. Also, please recognize that adherence to these Rules is for the betterment of the community. The Board of Directors intends to enforce all Rules and Regulations. If you have any questions, please contact the Management Company immediately.**

## **RULES AND REGULATIONS**

### **SECTION I: EXTERIOR APPEARANCE**

#### **1. Signs**

No sign or billboard of any kind shall be displayed for public view; however, an owner may display a sign advertising the sale or lease of their property, as long as the sign complies with customary and reasonable standards promulgated by the Architectural Review / Landscape Committee, C.C.&R.s, and California Civil Code Section 712 and 713.

Only one "For Sale" sign or "For Rent/Lease" sign of 18" by 30" maximum shall be displayed to the public view for purposes of selling or renting/leasing a home in the development. No signage is to be posted on garage doors, structure or wall/fences. All signs are to be free-standing.

#### **2. Nuisance**

No noxious or offensive trade or activity shall be permitted, nor shall anything be done which shall in any way interfere with the quiet enjoyment of an owner's respective residence, or which shall in any way increase the rate of insurance on any other residence or property.

#### **3. Temporary Residences**

No garage, trailer, camper, motor home or recreational vehicle shall be used as a dwelling structure.

#### **4. Garbage Collection**

All containers utilized for trash disposal shall be kept from public view at all times. However, after nightfall of the date preceding trash collection, each owner may place trash directly in front of his or her residential unit. All trash shall be kept in sealed plastic bags or metal/plastic containers. All containers shall be removed from public view the day of collection.

**5. Residential Maintenance**

All residential units shall be kept free of debris. Each owner shall maintain all portions of the owner's residential unit, including but not limited to the interior and exterior, roof and foundation of the residence, and the yard. Exterior clothes lines are not permitted. No laundry or other similar items shall be allowed to hang or extend from patios, balconies, windows, walls or fences. All party walls shall be governed by the general rules pertaining to same. The interior of all walls and fences adjoining another owner's property shall be maintained by owner and kept in good repair and condition.

Each owner shall be responsible to maintain the exterior lighting system installed on their residence. No owner shall tamper with, remove, alter or disable the exterior lighting system located on the owner's residence.

**6. Garages**

Garages are to be maintained for the storage of automobiles. Neither the Association nor any owner shall convert any garage to any use, which prevents its use for vehicular parking of the number of vehicles used by the owner. Garage doors shall be closed at all times except when moving vehicles or when continued access is required.

**7. Window Coverings**

Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspapers or other material not designed for use as a window cover.

**8. Outside Antennae**

No television, radio, or electronic towers, aerials, antennae or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on the property unless they are (1) contained within a building or underground conduits, (2)

completely obscured from view from any streets or any other portion of property, or (3) screened from view by an appropriate screen that has been approved in writing by the Architectural Review / Landscape Committee.

**9. Basketball Hoops**

Basketball backboards must be of Plexiglas or fiberglass construction and may not be attached to the structure.

Basketball backboards may be installed on a freestanding, removable post within a sleeve immediately adjacent to homeowner's driveway and must not negatively affect the adjacent owner's unit.

Backboards may be installed freestanding in the backyard of any single family residence with appropriate approvals.

Portable basketball equipment is acceptable, but must be stored out of view when not in use.

All basketball requests will be evaluated on an individual basis. Any backboards installed prior to approval will be subject to fines. The Architectural Committee will require signed neighbor awareness forms before any consideration for approval will be given.

Granting of approvals will be given with the understanding that the homeowner will maintain the appearance of the backboards, posts and portable basketball equipment in good order and repair.

The installation of any lighting by the homeowner must first be approved by the Architectural Committee.

Please be courteous to your surrounding neighbors by not playing basketball before 8:00 a.m. and after 10:00 p.m.

**10. Plant Maintenance**

Should an owner wish to place potted plants on a stoop or porch or decorative balcony area, said owner shall ensure that the potted plants shall not be allowed to drain onto any structural area. No pots or other items shall be placed on top of any fence or railing, and no owner shall allow the potted plants to grow on the exterior of the decorative balcony or other portion of the building.

**11. Unsightly Items**

All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the residence and shall not be allowed to accumulate. All refuse containers, trash cans, wood piles, storage areas, machinery and equipment shall be prohibited unless obscured from view from adjoining streets or any portion of the property from a height of six (6) feet or less.

**SECTION II: ARCHITECTURAL/LANDSCAPE  
APPROVAL AND RESTRICTIONS**

Any exterior change or alteration will be required to obtain written approval from the Architectural Review / Landscape Committee of the Pacific Shores Homeowners' Association. Each owner shall maintain their residential structure and yard within the provisions promulgated by the Committee. Each owner shall refer to the guidelines of the Architectural / Landscape Improvement Application which is attached hereto and made a part of these Rules and Regulations. (See Architectural Standards and Guidelines.)

**SECTION III: PETS**

**1. Animals**

No more than three (3) domestic pets may be kept by any owner on his or her lot, provided that they are not kept, bred, manicured or raised for commercial purposes. Dogs shall not be allowed to bark so as to annoy residents. If an owner is notified that his dog is making excessive noise, the



owner shall keep the dog in the residence or make other arrangements to quiet the dog.

All pets are to be kept leashed at all times while in the common area. Pet owners are required to pick up after their pet's waste and dispose of it in a sanitary manner. All persons walking pets within the community shall have in their immediate possession an adequate tool and storage container to facilitate prompt and efficient clean up. Pet waste in the community is a nuisance and a health problem and cannot be tolerated. Owners shall not dispose of animal waste by depositing it on common area.

2. Control

All dogs are to be on secured leashes at all times while outside the owner's unit or fenced yard. Each owner shall be absolutely liable for any damages to persons or property by any pet/animal brought or kept upon the premises of said owner.

3. Waste

Each owner of any pet/animal shall be responsible for IMMEDIATE removal and clean up of such animal's waste in the project area or in the front portion of any residential lot.

4. Disturbance

Each owner shall make reasonable provisions to ensure that their pet/animal does not create a nuisance or excessive noise.

5. Violations

Any owner found in violation of the above regulations will be subject to an immediate hearing and progressive fines.

**SECTION IV: PARKING AND SAFETY**

These parking rules have been designed with two goals in mind. First, the rules are designed to comply with the Association's Covenants, Conditions and Restrictions (CC&R's) with regard to use of resident and guest parking. Second, the parking rules are designed to provide appropriate parking for guests who are visiting our community.

1. Homeowner or resident vehicles shall not be parked on the street without prior approval of the Board of Directors. All homeowner or resident vehicles must be parked in their respective garage or driveway or off the property.
2. No overnight guest parking, in excess of two (2) consecutive nights (same guest) in any seven (7) day period, is allowed on the street without approval from the Board of Directors. All requests must have a starting and ending dates indicated on it. Resident or guest vehicles improperly parked will be subject to citation and/or fine.
3. Residents are encouraged to request that their guests park in the street directly in front of the residence they are visiting, to the extent that space is available.
4. Custodial and child-care vehicles whose operators are providing services to an owner or resident are subject to the Parking Rules and Regulations of the Association. Vehicles providing daytime maintenance services, which are on-site for a limited duration, not to exceed four (4) hours, are not subject to the Parking Rules and Regulations contained herein.
5. Inoperable vehicles shall not be parked or otherwise maintained in public view in the property or on the street. Said vehicles shall be subject to citation and/or fined.
6. No parking for oversized vehicles (too large for garages), commercial vehicles, trailers, campers, recreational vehicles, boats or other similar equipment without prior approval of the Board of Directors.

7. In the interest of safety, residents, guests and supply vehicles are to adhere to a 25 MPH speed limit when driving within the community.

## **PARKING VIOLATIONS AND ENFORCEMENT**

**FIRST OFFENSE:** A warning notice will be posted on the vehicle or mailed to the appropriate homeowner.

**SECOND OFFENSE:** Citation will be posted on vehicle or a notice of hearing will be sent to the owner advising of possible monetary assessment (fine) for alleged non-compliance. Homeowner will be provided opportunity to show cause why monetary assessment should not be levied.

**THIRD OFFENSE:** Homeowner to be advised in writing of hearing to determine appropriate action consistent with governing documents.

Your Board of Directors and Parking Committee appreciates your anticipated cooperation in upholding these parking regulations. If you have any questions, please call the Management Company.

## **ARCHITECTURAL / LANDSCAPE STANDARDS AND GUIDELINES**

**A. GENERAL PROVISIONS**

1. All construction, exterior modifications, alteration and installations to a residence or a lot, including landscaping, must have the prior written approval of the Architectural Review Committee or the Board of Directors.
2. Before installing landscaping or adding improvements to the lot, an application for the proposed improvements must be completed and submitted for review. The application is available through the Management Company and should be completed and submitted with three (3) copies of plans and specifications depicting the improvements.
3. The plans and specifications accompanying the application must show all of the following: the nature, kind, shape, height, width, color and location of the proposed improvement, and the materials to be used in the improvement. Landscaping plans should include plant material, drainage, etc.
4. No color change is permitted to any residence or fence without prior written approval of the Committee.
5. The application on Pages 27-30 is a sample. Contact Management for a full-size application.



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

ARC Tracking #: \_\_\_\_\_

RANCHO SAN CLEMENTE SUB-ASSOCIATION

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AND COMMUNITY ASSOCIATION  
**SAMPLE** APPLICATION FOR ARCHITECTURAL REVIEW COMMITTEE  
APPROVAL AND AGREEMENT

I/WE \_\_\_\_\_ OWNERS OF \_\_\_\_\_  
LOCATED IN \_\_\_\_\_

Submit the attached drawings and specifications, consisting of four (4) complete sets to be submitted to the appropriate sub-association, of which three (3) complete sets will be forwarded to RSCCA for approval, for the proposed improvements and/or architectural alterations as follows:

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I/We have read and understand the Association's ARCHITECTURAL APPROVAL PROCEDURES AND STANDARDS and I/We acknowledge receipt thereof and agree that all provisions therein are made a part of this application, including all homeowner's obligations and liabilities as specified.

Neighbor Awareness: I/We have discussed the proposed improvements and/or alterations and the attached drawings and specifications with the homeowners most affected, whose signatures appear below. A neighbor's objection does not necessarily constitute the application being denied. (Please note: Affected homeowners are defined as, side of, back of, or front of, if applicable.)

Neighbor's Signature	Address	Date	Objections (Yes or No)

*(Revised 07/08/02)*

I/We agree to pay or reimburse the sub-association or master association for costs incurred in moving sprinkler lines and heads, plants and trees, electrical lines or fixtures, replanting of plants or grass destroyed during the construction, or any other expense that the Associations incur to correct construction damage.

I/We understand and agree that Architectural Control Committee approval is limited to authority granted under the Bylaws of the Master Community Association

and is an endorsement of architectural compatibility without waiver of applicable ordinances or City permit requirements. This approval is valid for ninety (90) days. If work is not completed within ninety (90) days, an extension can be requested.

I/We understand that failure to comply with the terms, conditions, restrictions, and promises set forth in the ARCHITECTURAL APPROVAL PROCEDURES AND STANDARDS and with qualifications for approval of this application by the sub-association and Master Community Association Architectural Control Committees subjects me/us to liability for any deviation. I/We agree to indemnify the sub-association or Master Community Association for any monies spent pursuant to the correction of any such deviation. I/We understand that the Architectural Control Committee shall make the final decision of what constitutes compliance and/or deviation from the plans and specifications as approved.

I/We agree to indemnify the sub-association and/or the Master Community Association for all costs and/or attorney's fees expended to enforce the provisions of this agreement.

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Owner(s) Signature

Telephone No.

Date

*(Revised 07/08/02)*

~ FOR OFFICE USE ONLY ~

**SUB-ASSOCIATION  
ARCHITECTURAL CONTROL COMMITTEE**

**RECOMMENDATION:**

\_\_\_ Approved as presented

\_\_\_ Approved with the following qualifications: \_\_\_\_\_

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

\_\_\_ Rejected for the following reason(s): \_\_\_\_\_

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

Sub-Association Architectural Control Committee

Date

---

**MASTER COMMUNITY ASSOCIATION  
ARCHITECTURAL CONTROL COMMITTEE**

\_\_\_ Approved as presented

\_\_\_ Approved with the following qualifications: \_\_\_\_\_

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

\_\_\_ Rejected for the following reason(s): \_\_\_\_\_

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

Master Community Architectural Control Committee

Date

*(Revised 07/08/02)*



ARC Tracking #: \_\_\_\_\_

**RANCHO SAN CLEMENTE COMMUNITY ASSOCIATION**

**ARCHITECTURAL CONTROL COMMITTEE**

**SAMPLE COMPLETION NOTICE**

To:

From:

Address:

Phone No:

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I have completed the Architectural Change as approved by the Architectural Control Committee of the Rancho San Clemente Community Association. You may inspect the work at your convenience.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Please mail completed form to:

**Curtis Management  
4059 Oceanside Boulevard, Suite M  
Oceanside, CA 92056**

**Tel: 877/ 587-9844 or 760/ 643-2200**

Thank you.

**RANCHO SAN CLEMENTE COMMUNITY  
ASSOCIATION (RSCCA)  
ARCHITECTURAL APPROVAL PROCEDURES**

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The Rancho San Clemente Community Association Architectural Committee shall review plans and specifications submitted for its approval only when it is deemed that:

- A. The construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding areas or properties as a whole.
- B. The appearance of any structure affected thereby will be in harmony with the surrounding structures.
- C. The construction thereof will not detract from the wholesomeness and attractiveness of the Association property or the enjoyment thereof by the members.
- D. The upkeep and maintenance thereof will not become a burden on the Community Association.

I. ESTABLISHMENT OF ARCHITECTURAL COMMITTEE

The "Committee" has been established by the Rancho San Clemente Community Association ("RSCCA") Board of Directors pursuant to Article IX of the Master Declaration of Covenants, Conditions and Restrictions (CC&Rs).

II. PURPOSE AND INTENT

The purpose of the following approval procedures and standards is to maintain the highest quality of design and environment within RANCHO SAN CLEMENTE planned community development area. The procedures and standards are set forth to protect your investment and to promote a visually integrated community.

**III. PROPERTY IMPROVEMENTS REQUIREMENTS**

The term “improvement” includes, but is not limited to, additions or modifications of buildings, garages, swimming pools, spas, patio roofs, balconies, driveways, decks, fences, screening walls, retaining walls, stairs, windbreaks, trees, landscaping, and hedges more than three (3) feet in height. When located in a front yard, or generally visible to the neighborhood, all landscaping is considered as improvement and is subject to these rules. Owner must first have the approval of their Sub-Association Architectural Control Committee, then the approval of the RSCCA Architectural Committee PRIOR to beginning any improvements. Additionally, building permits will be required for anything that constitutes a structure, such as additions, patio roofs, balconies, gazebos, retaining walls, swimming pools and spas. Owners should check with the SAN CLEMENTE BUILDING DEPARTMENT when in doubt. Proof of a permit may be required by the RSCCA Architectural Committee at final inspection. Failure to obtain the required Association approvals before making any improvements is a violation of the CC&Rs and at the RSCCA discretion can result in modification or removal at the Owner’s expense.

**IV. PLAN SUBMITTAL PROCEDURE**

Owners are encouraged to read the CC&Rs, particularly pages 37 through 50, recognize that the properties’ documents have the force of law and govern what Owners may or may not do.

1. Approval of any project by the RSCCA Architectural Committee does not waive the necessity of obtaining any required permits. Also, obtaining a permit does not waive the need for RSCCA Architectural Committee approval.
2. Obtain additional RSCCA Architectural Application Forms & Procedures from your Sub-Association management company. If there are any problems,

have your property manager contact the Property Manager for the Master Association.

3. Complete all of the information requested on the form, especially the signature portions of the RSCCA form. Sub-Association forms or other signed forms will not be accepted in lieu of signatures on the RSCCA ARC form.
4. Neighboring Owners affected by the improvements, including both sides of property, in back of, or opposite side of property, must be advised of the proposed work. Should any Owner disapprove, he may so indicate on the form, or send a written communication to the RSCCA Board of Directors. An impacted Owner does not have the power of veto over the proposed project, however, those concerns are a factor to be considered by the RSCCA ARC.
5. The Sub-Association Architectural Committee has the primary responsibility for enforcing these rules and the CC&Rs. The plans must be stamped approved and application approved prior to submitting them to the Master Association.
6. Owner shall submit to the Sub-Association Architectural Committee, or Sub-Association management company, four (4) sets of the following:
  - a. The final drawings (to include grading/drainage plan), plot plan, specifications of exterior materials and colors, and elevations. The plot plan shall show specifically what exists and the changes requested as they affect the property and any surrounding properties.
  - b. The Architectural Committee of the Sub-Association must review the proposed plans based upon the standards established by RSCCA. Again, the Architectural Subcommittee has the primary responsibility of enforcing these rules and the CC&Rs. Any conditions of approval must be clearly noted on the plans and the plans

stamped and signed by the Sub-Association Architectural Committee.

7. After the Sub-Association has reviewed and approved plans, the Sub-Association shall retain one (1) set and forward the remaining three (3) sets of plans to the RSCCA Management Company. Upon review of the plans by the RSCCA Architectural Committee, one (1) set of plans will be retained in the files of RSCCA, and two (2) sets will be returned to the Sub-Association Management Company. The Sub-Association Management Company is to retain one fully executed application for their records and mails the second copy directly to the homeowner. Appropriate approvals or requests for modifications will be attached to the returned plans.
8. Pursuant to Article IX, Section 9.03(c) paragraph 4, page 47, the RSCCA Architectural Committee may condition its approval upon a bond or other security acceptable to the Committee.
9. Plan submittal review schedule for RSCCA Architectural Committee will be:
  - a. The RSCCA Architectural Committee shall meet as needed each month. Plans will considered for approval at the convenience of the Committee. RSCCA reserves the right to take up to thirty (30) days to complete the ARC process; however, a diligent effort will always be made to return processed documents as expediently as possible. After the Master Association processes the application, the Request forms will be sent to Pacific Shores Property Management. You will receive a letter from Pacific Shores management company regarding the results of the Master Association review.
  - b. Any submittals that are not in compliance with the ARC Guidelines or on the appropriate form will be returned to the Sub-Association as incomplete.

- c. Any application, or request, submitted by the Sub-Association prior to the scheduled deadline noted in Paragraph 9a above, shall be deemed approved, unless written disapproval or request for additional information, or materials, is transmitted to the Sub-Association within thirty (30) days of receipt by the Management Company of the complete Architectural Change Request documents.
- d. Please do not follow-up on the status of applications until the twenty-first day after submittal to the Master Association..

10. It shall be the responsibility of the owner to obtain Building permits where required.

V. INSTRUCTIONS FOR PREPARING PLANS AND SPECIFICATIONS

Drawings must be of sufficient professional quality, adequately dimensioned and detailed to enable the RSCCA Architectural Committee to determine the extent of the improvements and their effect on existing and surrounding structures. Simple drawings are adequate for minor improvements. Submissions on 8-1/2 x 11 sheets will normally only be acceptable for minor improvements.

1. PLOT PLAN

- a. Show plan view of lot with dimensions.
- b. Show top and/or toe of slopes, if they are within the lot boundaries.
- c. Show all dimensions on work proposed and specifically distances between any proposed structures and property lines. Setback requirements are governed by City codes and are on file with the City of San Clemente Building Department.
- d. Show how the lot will drain (always to the front street, away from the slopes). Existing drainage easements through the lot must be maintained.

2. FLOOR PLAN

- a. Show dimensions of all walls, columns, openings, and any feature that will affect the exterior design of the existing buildings and the proposed improvement.
- b. Indicate exterior landscape visible to the public and irrigation or other improvements affected.
- c. Note all items on the exterior that cannot be noted on the elevation drawings.
- d. Note any exterior lighting that is added, direction, type, and wattage of lighting.

3. ELEVATIONS (FRONT, REAR AND SIDE VIEWS)

Indicate all exterior elevations of existing buildings and proposed improvements, drawn to scale, with dimensions. Photographs 3x5 or larger of existing buildings or structures may be accepted for the indication of the existing structures.

**4. SPECIFICATIONS**

- a. List all material and finishes.
- b. Describe all materials.
- c. Show size, dimensions and shape of all fence materials, new and existing.

**5. ROOF PLAN**

This plan may be omitted if existing roof is not affected and no new cover of roof is proposed.

- a. Show plan of all existing and proposed new roofs with pitches noted.
- b. Show materials of new and existing roofs and colors.
- c. State what other existing roof types in development are used.

**ARCHITECTURAL GUIDELINES**

**I. FENCES**

1. No fence or wall shall be erected, altered or maintained along the boundary line of any Lot, or Common Area, which borders a public street, any of the Association property, any other Condominium project or any other Planned Development, unless such fence, or wall, is first approved, in writing, by the Architectural Committee. The minimum height of walls in these areas shall be three (3) feet. All alterations, or modifications, of the fences, or walls, of any type will require the prior written approval of the Architectural Committee.
2. Extensions of existing fencing shall conform to the material, workmanship and performance standards established within the respective tracts.

3. **Acceptable material for fencing:**
  - a. **Wood matching existing.**
  - b. **Wrought iron (vertical bars).**
  - c. **PVC to match existing.**
  - d. **Landscaping materials.**
  - e. **Masonry, or stucco, if materials conform to type, quality, color and character of masonry, or stucco used elsewhere in the respective tracts.**
  - f. **Tempered glass or Plexiglas.**
  
4. **Unacceptable fencing materials:**
  - a. **Aluminum or sheet metal.**
  - b. **Chicken wire or wire mesh.**
  - c. **Galvanized or plastic coated chain link.**
  - d. **Plastic webbing, reeded or straw-like materials, wood, PVC or metal lattice panels.**
  - e. **Corrugated or flat plastic or fiberglass sheets or panels.**
  - f. **Rope or other fibrous strand elements.**
  - g. **Glass block.**
  - h. **Miniature - type fencing.**
  
5. **Horizontal and vertical surfaces shall be stained and/or painted to match or coordinate with colors in existing fences or dwellings.**



**II. BUILDING ADDITIONS, EAVES, BALCONIES, FASCIAS AND AWNINGS**

Additions to existing buildings shall conform to the roof slope, roofing materials and exterior color and texture of existing dwelling.

**III. PATIO STRUCTURES, SUNSHADES, ARBORS, TRELLISES, AND GAZEBOS**

1. These structures must conform to the original architectural character of the existing dwelling, including texture and color scheme.
2. Patio, sunshade, arbor, trellis and gazebo structures must be of wood construction only, with the exception of vertical supports which may be of stucco or masonry materials.

**IV. PONDS, SPAS OR SWIMMING POOLS**

Pool construction, drainage and fencing shall conform to the City of San Clemente Building Codes and Health ordinances. Drawings must graphically indicate the means of entry and access to the property for proposed construction and shall show the drainage to the street, not over any slope. Distance from side and rear slopes shall be shown accurately.

**V. LANDSCAPING**

1. All privately owned or leased land visible to public view shall be landscaped by the owner within six (6) months of move-in.
2. Privately owned or leased land visible to public view, which reflects, in the opinion of the Architectural Committee, a level inconsistent with the general appearance of the Community, will be subject to correction of RSCCA; the expenses generated by such action will be automatically lienied to the property owner.

3. To preserve the aesthetic value of landscaping, consideration should be given to height or landscaping and future blockage of views, required maintenance and lot lines. Questionable situations should be brought to the attention of the Architectural Committee.
4. Altering of native slope areas is prohibited unless previously approved by the Architectural Committee.
5. Backyard landscaping not visible to the public view will not require the approval of the Architectural Committee provided the height of any shrub or plant does not exceed three (3) feet.

**VI. VIEW OBSTRUCTIONS**

In accordance with the CC&Rs (Article VII, Section 20), no vegetation, improvements, or other obstruction shall be planted, constructed, or maintained on any lot in such location or of such height as to unreasonably obstruct the view from any other lot. Homeowners may be required to remove, trim, top, or prune any shrub, tree, bush, plant, or hedge that the Board reasonably believes impedes the view of any other lot owner.

**VII. CONSTRUCTION STORAGE AND CLEANUP**

1. At no time during the construction of any project shall materials be stored on public or common area sidewalks. At the end of each work day sidewalks shall be swept clean.
2. All trash and demolition material shall be stored in a suitably sized metal trash container. No trash or debris shall remain exposed to view at the end of each workday.
3. Materials and equipment may be temporarily stored or space temporarily used in the street provided that such material or equipment does not extend into the street more than eight (8) feet measured from the face of the curb. Unless written permission is obtained to

store material in front of a neighbor's property, all storage shall be placed in front of the property involved in the construction.

4. Mixing of concrete or plaster or dumping of same on the street surface is prohibited.

**VIII. CONSTRUCTION TIMEFRAME**

You are required to complete your project as expeditiously as possible and within the timeframe allotted in your building permit (if required), or ninety (90) days if a building permit is not required.

**IX. DRAINAGE, FILL AND GRADING**

There shall be no interference with the established drainage pattern over any Lot or Condominium in an Apartment Area, Residential Area or Commercial Area so as to affect any other Lot, or Condominium, unless an adequate alternative provision, previously approved in writing by the Architectural Committee, is made for proper drainage. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time the Lot, or Condominium or Common Area, as the case may be, is conveying to an Owner or Sub-Association, or later drainage changes which area shown on plans approved by the Architectural Committee, which may include drainage from the Association Property over any Lot, Condominium or Common Area.

**X. ANTENNA**

Antenna of any description installed outside of a dwelling are expressly prohibited by the CC&Rs; however, there are specific guidelines for installing satellite dishes.

- A. Plans must be submitted in accordance with Sub-Association and Rancho San Clemente Community Association guidelines and require Sub-Association approval PRIOR to submittal to RSCCA ARC.
- B. Dishes must be 18" or less in diameter and cannot be installed in the front of any residence.

- C. The dish shall not constitute a view obstruction.
- D. No roof installation will be permitted.
- E. No installation will be permitted above the level of any fence top.
- F. Alternate installation locations will be reviewed on an individual case-by-case basis.

1. **DEFINITIONS**

- a. “Antenna” means an antenna, satellite dish or other structure used to receive video programming services. Examples of video programming services include direct broadcast satellite service, multi-point distribution service and television broadcast signals. The mast supporting the Antenna, cabling, supports, guy wires or other accessories for the Antenna are considered part of the Antenna.
- b. “Transmission Antenna” means any antenna, satellite dish or structure used to transmit radio, television, and cellular or other signals. Transmission Antennas are prohibited unless approved in writing by the Board of Directors.

2. **APPROVAL**

- a. Prior to installation of an Antenna, the Owner must provide written notification of his or her intent to install the Antenna. The notice must include (1) a description of the type of Antenna to be installed and its size; (2) whether a mast will be used, and if so, its size; (3) the name of the installer; (4) the proposed date of installation; and (5) a description of the proposed location of the Antenna including a diagram or drawing depicting the exact location. Installation shall not commence until

the Owner has received the written approval of the Board of Directors.

- b. Notification must be accompanied by the appropriate documentation verifying that the proposed location is consistent with these guidelines, and is the least visible location at which an acceptable quality signal can be received. The extent alternate locations exist, which are consistent with these guidelines and permit reception of an acceptable quality signal, they should be identified in the documentation submitted.
- c. Written notification shall be made on the Architectural Request form.
- d. Tenants must obtain the written permission of the Owner before they may install an Antenna on any portion of the Project within the Owner's exclusive use or control.
- e. These regulations do not relieve Owners from obtaining the required approval for exterior modifications, alterations and additions including painting, landscaping, and other architectural changes, and for obtaining any approvals or permits required by governmental agencies.

3. ANTENNA SIZE

Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Antennas for direct broadcast satellite services be larger than one meter in diameter.

4. MASTS, SUPPORTS AND OTHER STRUCTURES

Due to safety concerns relating to wind loads and the risk of falling objects, masts, supports and other structures more than twelve (12) feet above the patio floor, must receive the prior written approval of the Board. The Owner must submit an application including detailed drawings of the structure and methods of anchorage.

**5. LOCATION AND VISIBILITY**

- a. No owner shall install an Antenna on any portion of the Project unless the Owner has exclusive use or control of the area, and has a direct or indirect ownership interest in the area. Owners have exclusive use or control of the interior of their living units, garages, balconies, and patios.
- b. An Antenna that encroaches on the air space of another owner's unit or into the common area does not comply with this rule.
- c. Antennas must be placed in areas that are shielded from view from outside the Project, from other units, and from the common area provided that, nothing in this rule shall require and Antenna to be placed where it precludes reception of an acceptable quality signal.
- d. If there are multiple locations where substantially the same acceptable quality signal can be received, the Antenna must be placed in the location that is least visible to persons outside the Owner's unit. Preferred locations include within the home or garage, rear or side patios, or in locations adjacent to heating or air conditioning equipment, or screened among shrubbery. The preferred location on a patio is within the interior space of the patio below the height level of the patio fence.

- e. If the only location where an acceptable quality signal can be received is a highly visible location, then the Antenna must be appropriately screened, provided signal quality is not diminished, by means, which do not unreasonable delay or increase the cost of the installation.
- f. When screening is required, the screening should match the house or adjacent structure as to materials, finish, color, and design. When landscaping is used for screening, it should match existing landscaping materials to the extent possible. The purpose of screening is to minimize visibility of the Antenna.

**6. INSTALLATION AND SAFETY**

- a. Antennas shall not be installed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the units and Project and to provide clean access for emergency personnel.
- b. Antennas shall not be placed within two (2) feet of electric power lines and in no event shall be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- c. Due to safety concerns, all Antennas shall be securely attached to the building or ground and

have guy wires securing the device to the building or ground.

- d. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

**7. MAINTENANCE**

- a. The owner who owns and who uses an Antenna is responsible for all costs associated with the Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Antenna; (b) repair damages to the common elements, other units and other property caused by the installation, existence or use of the Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence or use of the Antenna.
- b. Residents shall not permit their Antennas to fall into disrepair or to become a safety hazard.
- c. In cases where the removal of an Antenna is required to allow the Association to conduct maintenance or repair activity to the adjacent structure or surface, the Owner shall be responsible for the removal of the Antenna within seven (7) days notice of such maintenance or repair. If the Owner fails to remove the Antenna prior to the commencement of maintenance or repairs than the Association shall remove the Antenna and assess the cost of such removal to the Owner. The Association shall not be liable for damage to the Antenna during removal.



**8. VIOLATIONS**

- a. Any installation without proper notification, or not in compliance with these regulations, may result in a fine against the Owner following notice and opportunity for hearing and such further action, legal or otherwise, as permitted by Declaration or statute, including a petition to the Federal Communications Commission.
- b. The Association fine policy will be put into effect for any types of violations. The Board may also take appropriate action for the removal of the Antenna, or elimination of the violation, assessing the cost to the Owner.

**XI. SIGNS**

No sign, poster, billboard, advertising device or other display of any kind shall be displayed so as to be visible from outside any Condominium Project or Planned Development. Within a Condominium Area or Planned Development, “for rent”, “sale” or “lease” signs advertising a lot may be installed on a single post, or displayed in a window as required by Sub-Association CC&Rs documents, provided the size of the sign shall not exceed 18” by 30”.

**XII. EXPOSED EQUIPMENT**

Air conditioning, ventilation equipment, water softeners or pool equipment exposed to public view shall require approval from the Architectural Committee. The requirements of the San Clemente Building Department regarding location of equipment shall be met. Where possible, such equipment shall be screened.

**XIII. OUTDOOR LIGHTING**

1. Low voltage landscape lighting bearing UL approval is encouraged. Lighting shall not be directed at

adjacent properties. An attempt to conceal the source of light is recommended.

2. Flashing, glaring or revolving lights will not be permitted.

**XIV. CONDITIONS NOT DEFINED**

Any condition or material not defined within this guideline shall become a matter of judgment on the part of the Architectural Committee.

**XV. RESPONSIBILITY OF OWNER**

After receiving written notification of approval from the RSCCA Architectural Committee and Pacific Shores Architectural Committee, it is the Owner's responsibility to complete the project as quickly as possible. If the work will take more than one hundred (120) days to complete, please send written notice requesting more time to complete the project. You are responsible for the following:

1. To obtain the necessary building permits where required from the City of San Clemente.
2. To see that the work progresses in a neat and orderly fashion with minimum disruption or inconvenience.
3. To see that work performed is in compliance with the approved plans and specifications.
4. To restore any damaged common property, (e.g., streets, driveways, turf, sprinklers, etc.) to their former condition, as agreed on the application.
5. To notify RSCCA management company in writing when construction is completed so a final inspection can be arranged by the Architectural Committee. At that time, the Owner should have available copies of any required building permits and inspection cards. If the Architectural Committee has not inspected the construction within sixty (60) days of receipt of such

written notice, the construction shall be deemed approved.

**SAMPLE**

**APPLICATION FOR VIEW MAINTENANCE**

**Applicant Name** \_\_\_\_\_

**Daytime Phone** \_\_\_\_\_

**Address** \_\_\_\_\_

**The Board requests that you attempt to contact your neighbor regarding a view blockage issue for resolution between neighbors prior to submitting an application for view maintenance.**

**Date Contacted** \_\_\_\_\_

**Applicant Signature** \_\_\_\_\_

**Be as specific as possible in your request, i.e., number and type of trees, how much to trim, etc. An incomplete application may result in delays in processing your request. Both sides of application must be complete.**

**LOCATION OF DESIRED MAINTENANCE**

**Address** \_\_\_\_\_

**Description (include number and types of trees, location – front, side, back of house, etc.)** \_\_\_\_\_

\_\_\_\_\_

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

(Sample Application for View Maintenance - continued)

**TREE VIEW REPRESENTATIVE'S COMMENTS**

**Date Inspected** \_\_\_\_\_

**Inspected By** \_\_\_\_\_

**Conclusion** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**PLEASE COMPLETE AND RETURN WITH PAGE ONE**

**Applicant's Drawing** – Include address on plan where you feel obstruction exists and indicate tree(s) with an “X” circled.

## **MAINTENANCE RESPONSIBILITIES**

Common areas are the responsibility of the Association and individual units are the responsibility of the homeowner. The follow table identifies maintenance responsibilities for various items that may be questioned. Responsibilities include any and all consequential repairs to other items. This table is based on the CC&Rs and California Law.

### **PACIFIC SHORES HOMEOWNERS' ASSOCIATION MAINTENANCE RESPONSIBILITIES**

<b><u>Maintenance Responsibilities</u></b>	<b><u>Owner</u></b>	<b><u>Association</u></b>
• Clearly common areas, slope areas, etc.		X
• Storm drain and V-ditch drainage area improvements		X
• Individual yards that are accessible	X	
• Exterior surfaces, roofs, drain gutters, stucco	X	
• Common wall structure - exclusive use area	X	
• All utility lines within the house	X	
• All structure except common walls	X	
• Exterior Painting	X	
• Interior surfaces, floors, stairways, etc.	X	
• Appliances	X	
• Iron fences	X	
• Water lines in house, including main valve	X	
• Outside water supply to main valve	X	
• Electric line in house, including circuit breakers & meters	X	
• Outside electric lines to meters	X	
• House drains to sewer lines	X	
• Sewer line from drain connection to street main	X	
• Doors (patio, storage, entry), windows, security bars, screens, glass, light fixtures on house, metal tracks on door & window	X	
• Garage door, hardware & opener	X	
• Exterior garage door painting	X	
• Mailbox Locks	X	
• Patio slab covering	X	
• Termites, bees, ants, rats, etc. in house	X	
• Termites, bees, ants, rats, etc. outside house	X	
• Plumbing, electrical, heating systems servicing units	X	
• Telephone, cable & wires	X	
• Fences approved by Board	X	

**IMPORTANT PHONE NUMBERS**

**POLICE / FIRE / PARAMEDICS**

*EMERGENCY ONLY* ..... 9-1-1

**SHERIFF'S DEPARTMENT** ..... (949) 770-6011

**SHERIFF'S CRIME PREVENTION UNIT** ..... (949) 770-6011

**FIRE DEPARTMENT** ..... (714) 744-0400

**POISON INFORMATION CENTER**..... (800) 876-4766

**SUICIDE PREVENTION**..... (800) 824-6423

**ANIMAL CONTROL / POUND** ..... (714) 935-6848

**SAN CLEMENTE CITY MANAGER** ..... (949) 361-8322

**SAN CLEMENTE WATER DEPARTMENT** .... (949) 361-8315

**PACIFIC SHORES HOMEOWNERS' ASSOCIATION**

**PROPERTY MANAGEMENT COMPANY** ..... (949) 366-2112

*24 HRS.*..... (949) 366-2112

**EMAIL**.....AMG@ASSOCIATIONMANAGEMENTGROUP.NET

**RSCCA MASTER ASSOCIATION**

*PROPERTY MANAGEMENT COMPANY - CURTIS MANAGEMENT*

..... (877) 587-9844