

# **Normandy by the Sea Community Association**

## **Rules and Regulations**

April 5, 2009

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# Normandy by the Sea Community Association

## Association Rules and Regulations

### I. PREFACE

A. These Rules and Regulations ("Rules") have been compiled by the Board of Directors of the Normandy By The Sea Community Association (the "Association") These Rules supplement the other Governing Documents, including the First Restated Covenants, Conditions and Restrictions (CC&Rs), the First Restated Bylaws and Articles of Incorporation (collectively the "Governing Documents"). The Governing Documents, including these Rules, are periodically updated and distributed by the Board of Directors. Please become completely familiar with these documents, since they set forth in detail, the rights, duties and obligations of the Association and all Owners and Residents. If this document conflicts with other Governing Documents, however, then the other documents will control.

B. The intent of the Association Rules is to preserve the quiet and peaceful enjoyment of the Normandy by the Sea development. Your compliance with the Governing Documents of the Association, including these Association Rules and Regulations will benefit the Association and all of its Members.

C. The purpose of your Association is to enforce the Governing Documents and to maintain, protect and enhance the property and assets at the Normandy by the Sea development for the mutual benefit of all Owners. Your cooperation is essential in order to accomplish these purposes. Any suggestions, concerns or complaints should be submitted *in writing*, together with your name, unit number and telephone number, and mailed to the Professional Manager. It is the right and duty of each Owner and Tenant to also report, in writing, any violations of these Rules and Regulations to the Manager. The Association is governed by a Board of Directors, elected by the Owners, which meets regularly to make decisions pertaining to Association matters.

D. No Owner may permit anything to be done or kept in their Condominium that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body, including any laws, ordinances or statutes pertaining to the use or storage of any hazardous, contaminated or toxic materials.

E. All Owners and Tenants of Normandy by the Sea must complete an Occupant Registration Form within ten (10) days of occupancy. The fee for Owner registration is included as part of the Transfer Fee that is paid through escrow. The registration fee for new Tenants is \$100 and must accompany a fully completed Occupant Registration Form and mailed or delivered to the Professional Manager. **Failure to register with the Association within ten (10) days of a new occupancy will result in the assessment of a \$100 fine against the Owner's account.** Continuing failure to register can result in additional fines for each month not registered, at the discretion of the Board of Directors.

F. The Board of Directors may amend these Rules and Regulations subject to California Civil Code Section 1357.100, et seq. Owners, including absentee Owners, are responsible for ensuring that Tenants and guests abide by these Rules and Regulations. Owners/Members shall

provide a copy of these Rules and Regulations to their Tenants, in addition to any other documents and information required in the Governing Documents. Additional copies are available from the Professional Manager. This document, as well as the Association's other Governing Documents, is available in ".pdf" format on the Association's website at <http://www.normandybythesea.org>.

## **II.** **DEFINITIONS**

The Definitions set forth in the current CC&Rs shall apply equally to these Rules and Regulations.

## **III.** **USE RESTRICTIONS**

- Section 3.1. **No Commercial Use.** Units may be used for single family, residential purposes only. Conducting a business is prohibited except as permitted and regulated by the Del Mar Municipal Code, which is incorporated herein by this reference as though set forth in full, and only to the extent such use is merely incidental to residential use and does not involve any commercial activity in the Common Area. Regardless of compliance with the Municipal Code, however, the Board has the right to directly prohibit any business activity that is disruptive within the property and which has resulted in unresolved complaints.
- Section 3.2. **No improper conduct,** obscenities, verbal or physical threats by Members, Residents, Lessees, family and/or Guests will be tolerated. Actions by any person of any nature, particularly in the Common Area, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior.
- Section 3.3. **Vicarious Responsibility.** Members are responsible for the violations and conduct of their Residents, Guests, invitees, family, lessees, and all service personnel, vendors, contractors, and any other invitees. This includes parking violations, damage and nuisances caused by pets, and damage to any of the facilities.
- Section 3.4. **Vicarious Liability.** Guests must comply with these Rules and Regulations. Owners, Residents and Tenants are responsible and liable for the conduct and actions of their guests. The Association has the right to limit, on a reasonable basis, the number of guests of the Owners using the Common Area.
- Section 3.5. **Amplified Devices.** Radios, stereos, musical instruments, party activities, car horns and other noise sources must be restricted at all times to a level that is not disturbing to Residents. Noise problems may be reported by any Resident, in writing, to the Professional Manager who will notify the Board for corrective action.
- Section 3.6. **Nuisance.** Obnoxious or offensive activity, which disrupts tranquility or disturbs other residents, is not permitted at any time. Any activity, which constitutes disturbing the peace or creating a public nuisance, as determined by the Board of

Directors, is prohibited and the Board may take corrective action. No loud noises or noxious odors from motor vehicles including motorcycles, off road vehicles, or automobiles are allowed. The Board shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.

Section 3.7. **Conduct of Residents.** All Owners, their Residents, lessee, family and/or Guests are presumed to conduct themselves as ladies and gentlemen, with due consideration for each other. The Board of Directors has the authority to discipline any person for any conduct, which in its opinion tends to endanger the welfare, interest or character of the Association and/or its employees, as well as for violations of the specific Association Rules. Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded or harassed in any way by any Owner, Member, Resident, family, and/or Guest.

Section 3.8. **The Common Area.**

Section 3.8.1. No alterations to the Common Area (such as removing or adding plants or trimming trees) are permitted without written approval of the Board of Directors.

Section 3.8.2. Owners are liable for damage and clean-up caused to the Common Area that result from work done to their units. Owners are responsible for ensuring that their contractors maintain a neat job site. Debris not removed in a timely fashion may result in a fine.

Section 3.8.3. Lawns and planted areas shall not be used as animal waste areas. Please help maintain our beautiful community and landscaping.

Section 3.8.4. No signs (except as provided in Sec. 712 of the Civil Code) shall be displayed to the public view on or from any unit without the prior written approval of the Board of Directors. No sign may exceed 18" x 24".

Section 3.8.5. No tents are allowed in any Common Area.

Section 3.8.6. Oil and grease stains on driveways and in garages should be promptly cleaned up. They are not only unsightly but also represent a safety hazard.

Section 3.8.7. Skateboards and roller skates/blades may not be used within the Common Area.

Section 3.8.8. Activities that could damage or deface the grounds, walkways, and improvements in the Common Area are prohibited. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, pool, spa, exercise equipment, laundry facilities, walls, railings etc. Individuals who are responsible for such damage shall fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items. Any malicious damage done to the Association's property will be reported to the Police Department.

Section 3.9. **Storage.** Patios, balconies and the Common Area are to be kept in a neat and tidy condition.

Section 3.9.1. Hazards. Storage creating a fire hazard is prohibited. Storage must comply with termite or any pest prevention measures.

Section 3.9.2. Visible Storage. There shall be no visible storage of any items in any balcony, patio or outside parking space. There shall be no clotheslines, refuse containers, machinery or equipment outside the walls of a living unit. Garbage, trash, junk, storage items, playhouses, storage shelving, clotheslines, drying racks, surfboards, household furniture, brooms, mops or anything that creates an unkempt appearance is prohibited on patios, balconies or in the Common Area.

Section 3.9.3. Garage Storage. Designated storage lockers and cabinets have been provided for each Unit Owner. With written approval of the Board an Owner may install an additional storage cabinet next to the one provided. Owners are solely responsible for the latches and locks of their storage facilities as well as the contents. Storage of personal items outside the cabinet next to an Owner's designated parking space is prohibited except for baby strollers, bicycles and surfboards.

Section 3.10. **Balcony and Patio Railings.** Owners are not permitted to hang laundry, towels, rugs, wet suits, or any other items over the balcony or patio railings. Nothing should ever be thrown over the balcony including, but not limited to, toys, trash, cigarettes, the sweeping of debris, animal droppings or food.

Section 3.11. **Outdoor Plants.** Units may have outdoor plants that are well trimmed and maintained. Plants must have water trays and the height of the plants cannot exceed the railing or wall by more than 18". Vine type plants are not allowed to crawl onto the shingles or stucco. Plants are to be kept to a reasonable quantity and size to eliminate any over-growth.

Section 3.12. **BBQs.** Standard propane residential BBQs are allowed on balconies and patios.

For fire safety, and to comply with insurance requirements, charcoal BBQs are prohibited on wooden decks. Owners will be responsible for the cost of cleaning or repainting any damage caused by smoke from the barbecues.

Section 3.13. **Washers and Dryers.** Installation of washers and dryers within individual Units is not permitted due to plumbing and venting constraints.

Section 3.134. **Trash and Refuse Containers.**

Section 3.134.1. All rubbish, trash and garbage shall be regularly removed from the living units by the Owner or Tenant and shall not be allowed to accumulate. All refuse must be deposited in the trash chutes located on each floor of the residential buildings or directly into the dumpster in the garage. Open containers such as paper sacks, boxes and unsecured plastic bags containing garbage are prohibited.

Section 3.134.2. Disposing of appliances, sofas, beds, furniture or other large items in the dumpster or dumpster areas is prohibited. These items shall be taken to a city or county dump facility by the Owner or Tenant. Individuals depositing these items may

be fined by the Board, and assessed the cost of disposing of the item or the increased disposal costs charged to the Association.

Section 3.134.3 Recycling bins for 1) glass, plastic and metal and 2) waste paper, newspaper and magazines are located in the trash room in each garage. Corrugated boxes are not recycled by the waste disposal company. Corrugated boxes must be flattened before being put into the dumpster. They may also be taken to the local recycling center noted in the trash room.

Section 3.134.4 Hazardous waste including but not limited to batteries, paint, florescent bulbs, electronics, solvents or other chemicals must be taken by the Owner or Tenant to an approved toxic waste facility site. Hazardous waste shall not be deposited anywhere in the Common Area.

Section 3.145. **Antenna/Satellite Dish.** No outside antenna or other similar device is permitted without the prior written approval of the Board of Directors. Satellite dishes must follow the guidelines and policies set forth by the Board and may not be attached to a Common Area or exterior of any building without prior written Board approval.

Section 3.156. **Safety.** To ensure everyone's safety, doors to the building, Common Area and pool facilities must be kept closed and/or locked. This rule also applies to all entry and exit gates throughout the development. Residents are responsible for the security of their own units and vehicles. We can help each other by being alert and reporting suspicious actions. Gates and door must remain locked at all times. Do not prop gates and doors open as it diminishes security and can cause increased insurance rates.

#### IV.

#### SWIMMING POOL, SPA AND SAUNA

Section 4.1. **General.** The recreational areas are primarily for the use and enjoyment of the Residents. The use of these facilities by a guest is a privilege. The Owners are held responsible for any damage or misconduct attributable to their Tenants and guests, both financially and personally. Guests must be accompanied by a Resident at all times when using the facilities.

Section 4.2. **Trash.** Please dispose of all waste items appropriately.

Section 4.3. **No Glass.** Glass containers of any kind are prohibited within the pool or spa area or sauna. This includes lotion bottles, beverage bottles, ashtrays or drinking tumblers. Items brought into these areas must be non-breakable i.e. paper, plastic, aluminum, etc.

Section 4.4. **No Smoking.** Smoking is not permitted in the pool or spa areas or the sauna at anytime.

Section 4.5. **General Rules of Conduct.** Please be thoughtful and considerate of your neighbors. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited, including diving, running, pushing, cannon-balling, splashing or boisterous behavior in the pool or spa areas. Radio volumes and voices should be

kept at a minimum level. This is especially important during late evening and early morning hours. Radios or televisions taken to the pool or spa must be kept at a low volume so as not to infringe on the rights of others using the pool area or units facing the pool or spa. Electronic devices shall be kept on the perimeter of the pool/spa area so as to avoid possible electric shock.

- Section 4.6. **Pool Hours.** Pool and spa hours are: 7:00 a.m. - 10:00 p.m. 7 DAYS A WEEK or AS POSTED.
- Section 4.7. **Excluding Others.** Individuals or groups must NOT occupy the pools or spa or adjoining areas to the effective exclusion of others.
- Section 4.8. **Removal of Items.** Towels, clothing, and other items must be removed from the pool/spa area when exiting. Throwing non-floating items, such as rocks, marbles, coins and the like into the pool or spa is prohibited.
- Section 4.9. **Prohibited Items.** Because of the danger it presents to the equipment, no Styrofoam objects or hairpins are to be used or worn in the pool or spa. Life saving equipment is for EMERGENCY USE ONLY. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pool or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other costs incurred due to pool or spa damage.
- Section 4.10. **Underage Children. No lifeguard is provided at the pool.** For health and safety purposes, it is the responsibility of each Resident to ensure that children under the age of 14 are, at all times, under the direct supervision of a designated responsible adult (18 years of age or older) while in the pool and spa areas. (Uniform Building Code, Section 9025e). Children must adhere to the same standard of behavior as an adult.
- Section 4.11. **No Animals.** Animals are not allowed in the pool or spa areas at any time. Violations of this rule could result in a clean-up assessment to the pet owner. Owners are responsible for the Owner's Tenant, guest or Tenant's guest.
- Section 4.12. Persons with open cuts and/or wounds are not permitted in the pools or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease may not enter the pool or spa.
- Section 4.13. Shower before entering the pool/spa area. Suntan/sunscreen oils, etc., cause scum to build up on pool tiles and clog the filtering equipment causing unnecessary cleaning and maintenance expenses. Rinse off such preparations in the shower before entering the pool or spa. Before leaving the shower area, turn off the water completely and pick up all personal items and drink containers.
- Section 4.14. **Pool/Spa Controls.** The pool filter room is to be entered by authorized personnel only. Adjustment of any control regulating the pool or spa, lights or other common service is PROHIBITED. Upon arrival of the pool or spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning is completed.

- Section 4.15. **Posted Regulations.** All posted regulations must be obeyed.
- Section 4.15. **Pool/Spa Entrance/Exit.** Entrance to the pool or spa area is via the gates only. Scaling the fence is PROHIBITED. The gate to the pool or spa area must NOT be blocked or tied in the open position, except as required by maintenance personnel.
- Section 4.17. **Pool/Spa Attire.** All persons using the pool and spa must wear swimsuit attire. Street clothing is not permitted in the water. T-shirts are permitted to be worn in the pool and spa for sun protection. Children who are not potty-trained must wear protective diaper covers. Bathing suits must be worn in the pool and spa at all times.
- Section 4.18. **Pool/Spa Furniture.** The furniture in the pool and spa area is to be used for lounging purposes only. Do not stand upon, overturn, scratch, break or throw furniture in the pool or spa. Pool furniture shall not be removed from the pool and spa area.
- Section 4.19. **Risks:** Spa and sauna time exceeding fifteen (15) minutes could be hazardous to your health. The Association does not provide lifeguards. All persons using the sauna, pool or spa do so at their own risk. The Association does not assume any liability in this regard.
- Section 4.20. After leaving the sauna, turn off the timer and heat element. The door must be locked. After leaving the spa, turn off the pumps, replace the cover and close and lock the gate.

**WARNING: USE THE POOL, SPA OR SAUNA AT YOUR OWN RISK. THE ASSOCIATION DOES NOT EMPLOY A LIFEGUARD, AND CANNOT GUARANTEE THE SAFETY OF ANYONE USING THESE FACILITIES.**

## V.

### VEHICLE AND PARKING REGULATIONS

- Section 5.1. **General.** The Association has the right to control parking within the Development. Parking spaces must only be used for the purpose of parking registered and operable vehicles. The provisions of the California Vehicle Code are applicable at all times in the Association, and Owners shall comply with all vehicle codes relative to the operation of any vehicle within the Development. Unlicensed motor vehicles are not permitted on Association Common Areas. Unlicensed drivers shall not be permitted to drive any motor vehicle on Common Areas. A licensed person must accompany drivers with a learner's permit. Reckless operation of any vehicle is prohibited.
- Section 5.2. **Prohibited Vehicles.**
- Section 5.2.1. No RV-type, boat trailers, commercial vehicles (over one ton) or commercial trailers are allowed on the premises.
- Section 5.2.2. Pickup trucks with camper shells, trailers, campers, or similar recreational vehicles belonging to a guest/visitor may be parked in the Common Area subject to the following restrictions:
- a) they do not exceed 18 feet in length or 9 feet in height;

- b) they do not occupy more than one parking space;
- c) the length of the visit does not exceed seventy-two (72) hours;
- d) they are not used for sleeping quarters;
- e) they do not drip oil or chemicals on the parking surface;
- f) no cables, wires, hoses or utility outlets are led from the vehicle to any building structure;
- g) no mechanical work or maintenance, other than that of an emergency nature, is performed while parked in the Common Area.

Section 5.2.3 Any vehicle leaking oil or similar fluids is prohibited from parking on the premises.

Section 5.2.4. Inoperable or unlicensed (lacking current DMV tags) vehicles are not allowed on the property, including within the parking facilities, at any time and will be towed at the Owner's expense. No stripped down, partially wrecked or junk motor vehicles or sizable part thereof shall be permitted to be parked in the Development.

Section 5.2.5. Parking in the Common Area by guests/visitors of Residents is not permitted for extended periods.

Section 5.2.6. Dirt bikes or similar unlicensed vehicles are not to be operated anywhere in the Development, including the parking lots. Licensed motorcycles anywhere in the Development shall be operated at a low rpm/engine speed to minimize noise pollution, and must be parked within an authorized parking space.

Section 5.2.7. Oversized or commercial vehicles that do not fit within parking spaces, including but not limited to, dump trucks, trailer trucks, construction equipment, and similar items shall not be parked within the Development.

Section 5.2.8. Any motor vehicle, including but not limited to automobiles, trucks, motorcycles, motorbikes, mini-bikes and/or motor scooters, which disturbs the quiet enjoyment of the Residents shall be prohibited from use within the Development.

Section 5.3. **Vehicle Maintenance.** Vehicle overhaul, maintenance work, car washing or oil change is prohibited in any area located within the Development.

Section 5.4. **Parking in Undesignated Areas.** Parking is not allowed in unauthorized or undesignated areas at any time. Vehicles parked in these areas are subject to being towed away without notice, at the expense of the Owner or person(s) having custody.

Section 5.5. **Exclusive Use Parking Spaces.** Vehicles wrongfully parked in any Owner's reserved parking space are subject to being towed away without notice, at the expense of the Owner or person(s) having custody.

Section 5.6. **Vehicle Parking.** Driveways and parking spaces near the pool area of Normandy by the Sea and near the northwest corner of the Development are owned by the Association, controlled and maintained by the Board of Directors. Parking is reserved for residents, guests and visitors only. Vehicles may not be parked so that they protrude into the driveway. All Vehicles must park in marked spaces. Vehicles shall

not be parked so as to impede the normal flow of traffic or block access of other resident parking.

Section 5.7. **Speed Limit.** The speed limit in the Development is 10 miles per hour; however, all Owners shall reduce the speed of their vehicle below 10 miles per hour when appropriate and shall exercise reasonable caution while operating any vehicle within the Development. The careless or reckless operation of any vehicle within the Development is strictly forbidden.

Section 5.8. **Towing.** Only rarely will the Association be required to tow a vehicle from the Development. Towing is certainly a last resort, usually only after an effort to locate the vehicle owner has failed. If towing becomes necessary a vehicle may be towed if any one of the following circumstances exists:

- a) The vehicle is parked in a way that interferes with any entrance to, or exit from the Development, as well as any fire lane, any parking space occupied by another vehicle, or which impedes the normal flow of traffic
- b) The vehicle is parked in violation of the Governing Documents
- c) The vehicle (1) lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely; and, (2) twenty-four (24) hours has elapsed since the City Police or County Sheriff has been notified.
- d) **Towing is at the Owner's expense.**

Section 5.9. **Oil Stains/Dirt.** Owners shall be responsible to keep his or her Exclusive Use Parking Space clean, neat and tidy. All oil stains and dirt existing on any such parking space shall be appropriately cleaned and washed by the Owner. Oil stains from vehicles parked outside the garage are the responsibility of the vehicle owner. If the vehicle does not belong to an Owner/Member, the Owner/Member has the vicarious responsibility/liability per Sections 3.3 and 3.4 of this document. If the responsible Owner fails to take such action, the Association may clean the parking space and assess the responsible Owner for the cost.

Section 5.10. **Garage doors must be kept closed at all times, except when entering or leaving.**

## **VI.** **IMPROVEMENTS**

Section 6.1. **General.** Changes made to the exterior design of any structure must first receive written approval from the Board of Directors consistent with the Governing Documents. This includes but is not limited to fences, ornamental screens, awnings, screen doors, patio covers, sunshades, porches, decks, satellite dishes, walls, windows and other modifications which would affect the appearance of, the safety of or access to the Common Area.

Section 6.2. Except as noted in this Section VI, no change to the Common Area (exterior, patios, balconies, grounds, etc.) may be made without prior written approval of the Board of Directors.

- Section 6.3. Any changes from Board approved plans can be subject to removal at the Owner's expense.
- Section 6.4. **Outdoor antennas** and/or satellite dishes must be approved by the Board prior to installation.
- Section 6.5. **Potted plants** and planter boxes may not be affixed to any Common Area.
- Section 6.6. Plants are not allowed in the stairwells. Plants, bushes or flowers shall not be planted or potted in the Common Area except by the Association's hired landscape maintenance company and/or which have been previously approved by the Association.
- Section 6.7. Nothing may be hung from or attached to the ceiling or walls of the balcony or patio or any exterior area of the structure, which penetrates the paint or stucco, without prior Board approval.
- Section 6.8. No awnings, screens, roll-up blinds or other devices shall be constructed on, or attached to, building exteriors or balconies or patios unless approved by the Board. Nothing is to be attached to railings without Board approval. Holes may never be drilled into the balcony railings.

## **VII.**

### **RENTAL REQUIREMENTS**

Owners are entitled to rent their Unit, subject to the restrictions below:

- Section 7.1. **No timeshares are allowed.**
- Section 7.2. **Rental Agent.** Owners shall provide the Professional Manager contact information of their Unit's leasing agent(s). Failure to do so in a timely manner may result in a fine.
- Section 7.3. **Written Lease.** Any rental or leasing agreement must be in writing, must provide that the lease or rental is subject to the Governing Documents, and must provide that any failure to comply with any provision is a default under the terms of the rental or lease agreement. The Owner shall provide the Professional Manager a copy of each new lease or rental agreement within ten (10) days of the effective date of the lease or agreement. **Failure to provide the agreement within ten (10) days of its effective date shall result in a fine of \$100. An additional fine of \$100 for each subsequent month shall accrue.**
- Section 7.4. **Registration.** It is very important that the Board of Directors and the Professional Manager be aware of who is residing in each unit, including the correct mailing address, if different than the Unit, and the telephone number(s). All Owners who lease/rent their Unit must submit a signed Occupant Registration Form to the Professional Manager within ten (10) days of leasing/renting a Unit. This form is available on <http://www.normandybythesea.org>, the Association's web site, or from the Professional Manager. There is a \$100 registration fee payable in advance to

Normandy by the Sea Community Association. Upon completion of the Occupant Registration form, the Association will enter the Tenant's name in the front door entry directory and include them in various mailings and important communications such as notification of Common Area repairs, etc.

**Failure to register each new Tenant with the Association within ten (10) days of occupancy will result in the assessment of a \$100 fine against the Owner's account, in addition to the required \$100 registration fee.**

- Section 7.5. **Vicarious Liability.** Owners are responsible for the conduct of their Tenants. Tenants are subject to all Governing Documents, including these Rules and Regulations. The Occupant Registration Form shall be signed by all Tenants acknowledging their commitment to comply with the Rules and Regulations of Normandy by the Sea. Owners are responsible for ensuring that their Tenants have a current copy of these Rules and Regulations within ten (10) days of occupancy. This document is available from the Professional Manager and from the Association's web site, <http://www.normandybythesea.org>.
- Section 7.6. **Short Term Leases.** Units may not be rented for transient purposes. All rentals must be by written lease for a term of no fewer than six (6) months excluding month-to-month tenancies created by law after an initial six (6) month term. However, a rental to one lessee may be made for the duration of the Del Mar racing season.
- Section 7.7. No more than four (4) Tenants may inhabit any one individually-rented Unit; nor shall any Owner rent a Unit to more than four (4) Tenants at any given time.
- Section 7.8. **Common Area Keys and Garage Openers.** Owners are responsible for providing Tenants with Common Area keys and garage door opener(s) and retrieving the keys upon the keys and opener(s) upon the Tenants vacating the premises. Additional Common Area keys are available from the Professional Manager at a cost or deposit fee determined by the Board.
- Section 7.9. An Owner who leases or rents his/her Unit relinquishes use of all storage facilities and all Common Area facilities (pool, spa, etc.) to the Tenant. The Owner, however, retains all responsibility.

## VIII.

### MOVE-IN/MOVE-OUT POLICY

- Section 8.1. **All Owners and Tenants must register with the Professional Manager. Failure to register by filing an Occupant Registration Form within ten (10) days of occupancy will result in the assessment of a \$100 fine against the Owner's account.**
- Section 8.2. There is a \$100 non-refundable move-in fee and a \$100 move-out fee payable in advance to the Association.
- Section 8.3. Elevator doors, exterior doors and garage gates must **not** be propped open for excessive time during moving activities.

- Section 8.4. A **telephone entry system** with a resident directory is located at the front door entrance of each building. Visitors communicate with the resident via the entry system to obtain access. To allow access, the resident dials/presses "6" on his/her telephone, which opens the front entrance door. After the registration form has been received by the Association, the entry directory encoding will be completed and the Owner/Resident will receive a code number that allows access to the building.
- Section 8.5. Owners are responsible for any damages that may occur to Common Areas during moving in and out. Owners are responsible for the actions of their own or their Tenant's movers and any damage that may be caused to the Common Area during moving in and out.
- Section 8.6. Moving vans, trucks and trailers should be parked in such way so as not to block the driveways and parking areas. If it is necessary to use the parking area during moving, courtesy to other residents needs to be the priority and not the exception.

NOTE: Owner's responsibilities for leasing/renting are specified in Section VII.

## **IX** **ANIMALS/PETS**

- Section 9.1. **Common household pets are limited** to dogs, cats, birds, hamsters, and the like. Wild animals, livestock, or poultry may not be kept on the property at any time. Any creature which in its natural state produces venom or sera, toxin, or a noxious odor is excluded from household pets.
- Section 9.2. For most people, their pets are part of their family. This policy is a reflection of the importance of pets, while it is also an attempt to balance the concerns of the Association and all of the Owners. Residents who are disturbed by any animal are urged to contact the pet owner to resolve the matter. The Association reserves the right to expel or control any pet which becomes a nuisance. A total of two (2) dogs and/or cats may be maintained in the Development by a single Unit, provided such animals are not kept, bred or raised for commercial purposes. Regardless of the quantity of pets, however, the Board has the right to control or expel from the development any pet that becomes a nuisance, as determined in the sole discretion of the Board. In addition, the following guidelines apply to all pets and are interpreted and conclusively determined in the sole discretion of the Board. Dogs which, in the reasonable determination of the Board, are determined to be a nuisance or threat to the safety of the Residents of the Association are not allowed in the Development.
- Section 9.3. The Board has the power to prohibit the keeping of any animal, which, in the opinion of the Board, is deemed to constitute a nuisance or threat to any other Owner.
- Section 9.4. Droppings deposited by animals in the Common Areas must be immediately removed. Lawns and gardens shall not be used as animal waste areas.

- Section 9.5. Dogs must have a current license and name tag attached to their collars at all times when in the Common Area. Pets are never allowed within the confines of the recreation areas, including the pool and spa.
- Section 9.6. No animal weighing more than thirty-five pounds may be kept in the development.
- Section 9.7. No structure for housing animals, visible from any Common Area, may be maintained without prior approval of the Board.
- Section 9.8. All pets shall be properly controlled with a leash by an Owner capable of controlling the pet. Dogs or any other animals are not to be tied to trees, stakes, or any exterior building structure, or left unattended at any time.
- Section 9.9. Loud and obnoxious noises from pets will not be tolerated by the Association. A pet's noise shall in no way interfere with other Owners' quiet use and peaceful enjoyment of the Development. Pets are not allowed to be left unattended on the patio or balcony.
- Section 9.10. Residents who are disturbed by an animal are urged to first contact the pet owner. If the situation is unresolved, contact the Animal Control Department. Continued infraction of pet rules may result in a fine in accordance with Board policy or an order to remove the pet from the Development.
- Section 9.11. The Owner of a unit is jointly and severally liable for the activity of any pet associated with or living in the Unit, regardless of ownership of the pet. Owners are responsible and liable for any injury or damage caused by their pets. If the pet owner is a Tenant, the Owner of the Unit may be held liable for injury and damage.

## **X.** **CLUBHOUSE USE POLICY**

- Section 10.1. **General.** The Clubhouse located at the Normandy by the Sea development exists for the use and benefit of all Owners who are in good standing with the Association. The Clubhouse is available for Owner events that are social in nature and non-commercial. The following Use Policy sets forth the specific guidelines to be followed by all Owners and individuals who use the Clubhouse.
- Section 10.2. **Application.** An application is to be completed by any Owner desiring to use the Clubhouse for an event ("Applicant Owner"), and shall be properly submitted no less than seven (7) working days prior to the proposed event. The Association has the discretion to review and accept untimely applications, but approval of such applications will be granted on a case-by-case basis. Applications must be submitted to the Association's Professional Manager for processing via mail or hand delivery. The documents submitted shall include a completely filled out application, and the cleaning deposit check. Within a reasonable period of time from the date of receipt, the Professional Manager shall notify the Applicant Owner as to whether the proposed event is approved or not.

- Section 10.3. **Deposits.** In addition to a completed application, an Applicant Owner proposing to use the Clubhouse shall tender a cleaning deposit check in the amount of fifty dollars (\$50) made payable to the Association, which amount may be changed by action of the Board of Directors. It is the responsibility of the Applicant Owner to ensure that the Clubhouse is properly cleaned and restored to the condition noted during the pre-party inspection referenced below.
- Section 10.4. **Reservations.** The Clubhouse shall be reserved only by Owners who are in good standing with the Association. The Clubhouse cannot be reserved by persons or entities outside of the Normandy by the Sea development. Owners that have delinquent Association accounts, and Owners that have any open violations are not in good standing, and are, therefore, ineligible to apply to use the Clubhouse. The Clubhouse may only be used for group events by advance reservation, consistent with this Use Policy. Commercial or other for-profit events are prohibited as the Clubhouse is only intended for social functions conducted by Owners.
- Section 10.5. **Pre-event Inspection.** On the day of the event, immediately prior to such event, the Applicant Owner and a previously designated representative shall jointly perform a pre-event inspection for the purpose of inspecting the building's current condition and identifying any previously damaged components within the Clubhouse.
- Section 10.6. **Guest Maximum.** It is the general policy of the Association to permit that number of guests which is reasonable under the circumstances at the discretion of the Board of Directors.
- Section 10.7. **Event Times.** The Clubhouse shall be available for use between the hours of 8 :00 a.m. and 10:00 p.m. All events held at the Clubhouse shall terminate by 10:00 p.m. All clean up shall be completed by 11:00 p.m. on the date of the event.
- Section 10.8. **Applicant Owner Presence Required.** Unless otherwise authorized by the Board of Directors, the Applicant Owner who reserves the Clubhouse for a party or an event shall be present at that event for the duration of the event.
- Section 10.9. **Prohibited Activities.** There shall be absolutely no smoking, cooking, open flames (e.g., candles), or animals permitted inside the Clubhouse during an event. Applicant Owners shall be prohibited from attaching anything to the interior or exterior of the Clubhouse - all decorations and other items brought to the party or event shall be freestanding and shall remain detached from the Clubhouse interior and exterior surfaces, walls and ceilings.
- Section 10.10. **Parking.** On the day of the party or event, all guests shall park their automobiles on the street. It shall be the Applicant Owner's responsibility to inform his or her guests of the parking policies. Ultimately, the Applicant Owner is responsible for any violations of the Association's Governing Documents by his or her guests.
- Section 10.11. **Post-Party Procedure.** After the event has ended and the Clubhouse has been cleaned and all participants have left the premises, the designated representative shall inspect the Clubhouse, and confirm that no damage has been caused.

- Section 10.12. **Alcohol Policy.** Alcoholic beverages shall not, at any time, be served to minors who are under the age of twenty-one (21) years old. The Owner Applicant shall be solely responsible for ensuring that any service of alcohol at an event is in strict compliance with applicable laws and regulations at all times. To the extent that any laws or regulations are violated, the Owner Applicant shall be solely liable for all such violations, including any fines or penalties associated with the violation(s). Notwithstanding the foregoing, the direct or indirect sale of alcohol is strictly prohibited, regardless of the approval of a government agency, and regardless of any license obtained for that purpose.
- Section 10.13. **Enforcement.** The Association possesses the power and authority to impose fines and other sanctions against Owners who violate this Use Policy or otherwise violate the Governing Documents of the Association during the event. As mentioned above, the Association possesses the power and authority to permanently retain deposits for failing to timely or properly clean the Clubhouse after the party or event has ended. In addition, the Association reserves the right to impose a monetary penalty and/or reimbursement assessment against any Applicant Owner, for costs incurred in the repair or restoration of any portion of the Clubhouse or Common Area that was damaged by the Applicant Owner or his or her guest(s) during the event.
- Section 10.14. **Indemnification.** The Applicant Owner, and his or her guests, in consideration for the use of the Clubhouse, agree to and shall defend, indemnify and hold harmless the Association, its Directors, Officers, Members and agents from any legal action, loss, injury or claim of any kind against the Association, which arises out of or relates in any manner to the event held at the Clubhouse.
- Section 10.15. **Tenants.** Nothing in this section concerning Owners shall preclude a Tenant from making application for use of the Clubhouse provided he/she complies with the procedures and restrictions stated above. The Tenant is fully liable for all damage.

## **XI.** **FINE POLICY**

- Section 11.1. **General.** The Association has the right to enforce the Association's Governing Documents pursuant to the CC&Rs. This right includes requesting the violator to cease the offending action, suspending the Owner's membership rights, specially assessing the Owner, fining the violator, and taking legal action against the violator. Once the Board of Directors is aware of a violation, the Board will investigate the allegation and may take appropriate action against the Owner. However, nothing in this section obligates or requires the Board of Directors or its authorized committee to take any action against an individual resident.
- Section 11.2. **Due Process.** Prior to the imposition of any fine or individual reimbursement assessment, the Owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee. Due process will be conducted in a manner consistent with Civil Code Section 1363 such that 10 days' notice will be given of any hearing and within 15 days after the hearing the Owner will be notified in writing of the outcome.

Section 11.3. **Enforcement Guidelines.** Generally, absent special circumstances, the Association will adhere to the following discipline and fine protocol for violations of the Governing Documents:

Section 11.3.1. **Warning Notice:** A warning letter and request to correct violation shall be sent requesting clearance of the violation within a reasonable amount of time, as determined by the Board

Section 11.3.2. **Fine/Hearing Notice:** The Fine/Hearing Notice will be sent setting forth the violation and requesting immediate remedial action. Also, the Fine/Hearing Notice will establish a fine amount and set a hearing regarding the fine. In addition to the fine, the Association may also assess attorneys' fees and costs, if any, associated with the enforcement action.

Section 11.4. **Continuous Violations.** For subsequent violations (2nd, 3rd, etc.) of the same type as prior violations, no Warning Notice will be sent to the Owner in violation. Instead, the Association will immediately send a Fine/Hearing Notice establishing a fine amount and setting a hearing regarding the violation and fine amount at least ten (10) days from the date appearing on the Fine/Hearing Notice.

Section 11.5. **Schedule of Fines.** The following fine schedule shall apply to all violations:

- a) 1<sup>st</sup> Violation: Written warning and 30 days to correct the violation.
- b) 2<sup>nd</sup> Violation: \$50.00-\$500.00 for 2nd separate violation;
- c) 3<sup>rd</sup> Violation: \$300.00 - \$1,000.00 for 3rd separate violation.
- d) Continuous Violation: \$75.00 per day up to a maximum of \$2500.00 per year. A "continuous violation" is one which is uninterrupted and uncorrected over time

Section 11.6. **Ongoing Fines.** The Association reserves the right to make any of the above fines a continuing fine which will be assessed monthly to the Owner's account until the violation is removed. Additional hearings are not required for the levying of ongoing fines in the same dollar amount.