



San Miguel Ranch

Master  
Association

*Rules and Regulations*  
*2019*

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## ***Introduction***

1. These rules have been established to serve as parameters and guidelines for enjoying property ownership within the San Miguel Ranch (SMR) community without infringing on the rights and common benefits of all property owners.
2. Owners, residents, tenants and guests are responsible for observing and assisting to enforce these rules and regulations in order to maintain the quality of the community. Guidelines to report violations of the Covenants, Conditions, & Restrictions (CC&R's) and the Rules and Regulations are contained herein.
3. The rules and regulations are issued by the Board of Directors as authorized by the CC&R's. All owners should have been given copies of the Bylaws and the CC&R's of San Miguel Ranch Master Association. If you have not received these documents, they are available from the SMR management office and also on the SMR community website: <http://sanmiguelhoa.com>. Owners should read these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each owner.
4. Although these Rules and Regulations support the CC&R's, they do not cover the entire document. In cases where the CC&R's seemed unclear on a particular matter or were not covered, efforts were made to provide specific guidance within these Rules and Regulations. For any matter that is not understood, it is recommended that you contact SMR management for assistance. Both the CC&R's and the Rules and Regulations are enforceable documents and are the responsibility of the entire SMR community.
5. Rules and Regulations may be modified from time to time in response to community needs; however, they may not be used in ways to supersede the CC&R's. Any situation not specifically addressed or outlined herein will become a matter of reasonable discretion on the part of the Board. In the event of a conflict between the Rules and Regulations and the CC&R's, the CC&R's shall supersede.

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## ***Animals***

6. San Miguel Ranch is a pet-friendly community. However, when deemed necessary to preserve the rights of homeowners, the Board can prohibit the keeping of any animal. This action will only be enacted when, in the reasonable opinion of the Board, the pet is deemed a threat or a nuisance to other homeowners.
7. Any litter deposited by pets on lawns, sidewalks, paths or other common areas must be removed and properly disposed of immediately by the owner of the animal.
8. Residents are responsible and liable for any personal injury or property damage caused by their pets.
9. No household may own or care for more than an aggregate of three (3) dogs and cats, in any combination. Because the sizes and circumstances of living spaces of dogs and cats vary, the Board may approve exceptions to this rule on a case-by-case basis. However, all other rules regarding animals must be strictly adhered to.
10. All pets must be kept within an enclosure (e.g., a secured crate), an enclosed yard or on a leash held by an individual capable of controlling the animal. Pets may not be tied or leashed to any stake or post outside of an enclosed yard. The leashing of dogs is also addressed in Chula Vista Municipal Code

6.24.030.

11. No animals of any kind shall be bred and raised on any Lot for any commercial purpose, except to own as domesticated dogs, cats or other ordinary pets with pet limits described in paragraph 9 above. Livestock, poultry or farm animals are strictly prohibited from being kept on any Lot. Please contact SMR management, prior to acquiring any animal that may be considered prohibited, to ensure the animal is allowable.

12. For issues with barking dogs, you are encouraged to call Chula Vista Animal Control or the City of Chula Vista Police Department. Barking dogs are defined and addressed in Chula Vista Municipal Code 6.24.040. CVMC 6.24.040 basically states a dog that barks, bays, cries, howls or makes any noise audible beyond the property for an extended period of time, day or night is considered a barking dog. An "extended period of time" is defined by a 60 minute or more period of audible noise, without five consecutive minutes pause in between. Residents who are consistently disturbed by animals due to violations of the rules described herein or other nuisances - such as barking dogs - are urged to contact SMR management.

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***Common Areas***

13. Each owner is liable to the Master Association for any damage to the common area landscaping, equipment, or improvements which is sustained by the negligence or misconduct of the owner, the owner's family, tenants, guests, or pets.

14. Residents can help in the overall maintenance of the common areas by reporting any problems to the management company. In situations where common area landscaping or other property may encroach on a homeowner's property, please contact SMR management prior to taking any action.

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***Garage Sales***

15. Garage sales are limited to no more than two (2) days per year, per household. Garage sales require a permit from the City of Chula Vista. Refer to the City of Chula Vista, Department of Planning and Building, to obtain an application at (619) 691-5272. Signage should be removed immediately after the garage sale.

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***Holiday Decorations***

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

17. All holiday lighting must have a UL or comparable rating. Outdoor lights must be designed for outdoor use.

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

19. Please ensure that holiday lights do not disturb other Residents.

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***Maintenance/Construction Hours***

20. Construction/Maintenance on any lot that is audible beyond the property is limited to the

hours of 7:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m., Saturday and Sunday. Emergency repairs that are required for the health and safety of the community at large or would result in significant property damage to homeowners are an exception.

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### ***Noise Control***

21. Please be considerate of those living close to you and keep noise levels as low as possible. Noise from any lot that is audible beyond the property should not cause noises disturbing to the peace, comfort, and quiet enjoyment of property of any person residing or working in the vicinity between the hours of 10:00 p.m. and 7:00 a.m., Monday through Friday, and between the hours of 11:00 p.m. and 8:00 a.m., Saturday and Sunday. Disturbing, excessive, offensive or unreasonable noises – Prohibited – Exceptions are addressed in Chula Vista Municipal Code 17.24.040.

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### ***Remotely Operated & Autonomous Unmanned Aerial Vehicles (Drones) Regulations***

22. Ownership and operation of personal and commercial remotely operated and autonomous unmanned aerial vehicles (drones) must be registered and operated in accordance with City, State, and Federal Laws, Statutes, Codes and Regulations.

23. No homeowner, resident, guest or invitee may operate or authorize the operation of a drone in the airspace above any Separate Interest within the association in such a way as to invade the privacy of association homeowners, residents, guests, or vendors, whether or not the drone is equipped with a camera.

24. Any damage caused to Common Area, Separate Interest, or other property by a drone shall be the responsibility of the Owner of the Separate Interest where the drone flight originated.

25. To the extent that the requirements of any federal, state or local law or regulation should supersede these rules, those provisions of these rules not in conflict with those laws or regulations shall remain in effect.

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### ***Security, Realty, and Political Signs***

26. No signs are allowed which can be seen outside any unit or home with the exception of a security sign or a single “For Sale” or “For Rent” sign.

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

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

29. One (1) additional 3.5" x 6" security decal may be attached to the windows of the house.

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

31. Realty signs must be of professional quality or weather resistant material.

32. Realty signs may not exceed 18" x 30". Sold signs may not be displayed for more than thirty (30) Days after the sale of the home.

33. No more than (2) political signs are permitted, no larger than 4 square feet. The sign can be displayed no earlier than 45 days prior to the election date, and must be removed the day following the election.

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

34. No time sharing of units is allowed.

35. All owners must provide their prospective tenants with the Rules and Regulations, Bylaws, Architectural Guidelines, and CC&R's upon entering into a lease or rental agreement. Any rental or lease agreement must be in writing and must provide that the lease or rental agreement is subject to the Rules and Regulations, Bylaws, Architectural Guidelines, and CC&R's.

36. All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines and the CC&R's. Owners are held responsible for their tenants and guests.

37. Except as stated in Section 10.2 of the CC&R's, units shall only be used for residential purposes. Residential purposes shall include single-family purposes and non-transient purposes as defined below. Regardless of such definitions, an Owner may not permit more than three (3) lease agreements for any Lot simultaneously.

*Note: A "Single-family" is defined as "...a building designed for or used exclusively for residence purposes by one family or housekeeping unit" by Chula Vista Municipal Code 19.04.078. A "Family" is defined as "...an individual, or two or more persons, related by blood, marriage or adoption, or a group including unrelated individuals bearing the generic character of and living together as a relatively permanent bona fide housekeeping unit sharing such needs as cooking facilities" by Chula Vista Municipal Code 19.04.092.*

38. No Owner may lease his/her Lot or improvements thereon for hotel, motel, Airbnb, or transient purposes. Any lease or rental agreement which is either for a period of thirty (30) days or less or pursuant to which the lessor provides any services normally associated with hotel operations, shall be deemed to be a transient or hotel purposes. (Chula Vista Municipal Code 3.40.010.)

39. A home occupation or home-based business may be permitted in a single-family home, subject to a Home Occupation Permit (HOP) obtained from the Finance Department, City of Chula Vista, and if the home occupation otherwise complies with all permit, regulations and zoning controls. A HOP may only be granted if the business is incidental and secondary to the residential use. (CC&R's, Section 10.2.)

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***Trash Regulations***

40. Members are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto a common area, and disposing of it in a property container or receptacle.

41. Large discarded items such as old furniture and appliances may be removed from the premises and disposed of properly by a homeowner utilizing the local waste management facility or other means. You may be required to place those items on your curb-side for pick up on your normal waste collection day, in which you should follow the normal rules for placing waste receptacles on the street as instructed herein.

42. No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc. Understandably, some trash and debris may blow onto your property during

any particular period of time that you may have been unaware of. Therefore, please dispose of the trash or debris from your property immediately upon discovery or notification by neighbors or SMR management.

43. Waste receptacles must be covered, kept in a sanitary condition and stored away from public view.

44. Waste receptacles should be placed by the street for pickup no earlier than the evening before pickup and must be removed from the street by end of the day of pickup. Please arrange for someone to remove your waste receptacles by the stated times in cases of prolonged absence from the property to avoid violation notices.

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### ***Vehicle and Parking Regulations***

45. Observe posted speed limits. In cases where there are no posted speed limit signs within the residential community, the limit is 25 miles per hour. Please remember that there are children at play or walking to or from school.

46. Garages must be maintained so as to house one (1) vehicle in a two-car garage, two (2) vehicles in a three-car garage, and three (3) vehicles in a four-car garage. No permanent structures may be built inside a garage that would inhibit its intended use of storing vehicles, unless it was originally offered as a design option by the builder.

47. Vehicle parking is strictly limited to the inside of the garage, within a driveway, or, as a last resort, along a street. A "driveway" is defined as only that portion of concrete leading directly to the garage(s). Parking on any hard-scaped or landscaped yard is prohibited, unless parking on a driveway expansion is expressly authorized by the Association in writing or was a design improvement approved by the MAC.

48. Driveway parking is allowed up to its maximum-designed vehicle capacity, and also in accordance with Rule 41 above. Vehicles parked in the driveway shall not obstruct or protrude into any sidewalk, walkway, street, or alleyway (See Chula Vista Municipal Code 10.52.070).

49. Street parking is only allowed after the garage is parked to the capacity in accordance with Rule 46 and in the driveway in accordance with Rules 47 and 48. Vehicles parked on the street must be parallel parked. Street parking is limited to 72 hours in duration per Chula Vista Municipal Code 10.52.100.

50. No dune-buggy, boat, camper shell whether detached or mounted to a vehicle, recreational vehicle, commercial vehicle, mobile home, motor home, trailer, any other recreational vehicle, vehicle which weighs more than 10,000 pounds, nor truck which (i) weighs more than 10,000 pounds, or (ii) has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling, shall be store or parked anywhere in the Properties within public view unless the MAC rules otherwise, or in writing. The only exception is for the purpose of temporarily loading and unloading of not more than four (4) hours on any given day, with one overnight privilege, if needed. Commercial vehicles are permitted within the Properties wholly within closed garages and/or for: construction purposes, for purposes of making deliveries and similar purposes. (CC&R's, Section 10.12)

*Note: A commercial vehicle includes but is not limited to stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines. Commercial vehicles shall not include sedans or standard size pickup trucks less than 10,000 pounds which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and*

*inoffensive as determined by the Board of Directors.*

51. No vehicle or other equipment may be dismantled, repaired, or serviced anywhere in the Properties except in a closed garage out of public view. Leaks from vehicles in the street and on driveways must be cleaned up within 24 hours of a spill. Inoperable or unregistered vehicles are not allowed in the Properties within public view. No noisy or smoky vehicles or off-road unlicensed vehicles are allowed to be operated within the Properties. (CC&R's, Section 10.12)

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

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***Yard and Landscaping Requirements***

53. Landscaping must be kept neatly trimmed, properly cultivated and continuously maintained within the property lines. Occasionally, landscaping will be damaged due to rodent issues, decay, disease, weather, etc., which is very understandable. However, in order to keep an orderly appearance throughout the SMR community, it is essential that corrective action taken to repair landscaping damage is within ten (10) days of discovery or notification by SMR management.

54. Each owner is responsible for maintaining the slope banks located on their lot in a manner that will not damage or interfere with established slope ratios, or create erosion or sliding problems. An exception applies to those slope lands maintained by the Homeowners Association.

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***Enforcement of CC&R'S, Rules and Regulations***

55. All owners, residents, tenants and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by the Board of Directors. The property management company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons on San Miguel Ranch property with all provisions of the Rules and Regulations, Design Guidelines, Bylaws and CC&R's. If there is a violation, the property management company has been instructed to obtain the names and addresses of violators and report this information to the Board of Directors.

56. All violation report forms, included herein, must be submitted in writing to the Board in care of the SMR manager. Upon receipt of the complainant's letter, the Board may direct the manager to send a violation letter. It is a right and duty of each resident to report violations for activity that impact quality of life or lessen the appearance of the SMR community which could negatively affect property values.

57. In accordance with the CC&R's and Bylaws of the San Miguel Ranch Community Association, should a violation be determined by the Board at a duty held hearing, a fine may be imposed upon an Owner for each individual violation, if more than one. In the event two or more members of the Association (including Board or Committee members) file a written complaint to the management company, the Board will act as follows:

58. A first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.

59. If the violation continues, or if the response is otherwise unsatisfactory after the notice, the owner will receive a notice of monetary penalty and be afforded an opportunity to appear before the Board or an



appointed committee either by appearing personally or by submitting written testimony. At the request of the Owner, a hearing date shall be at least ten (10) days before the effective date of the monetary penalty. The notice shall be delivered to the Owner by first class or registered mail to the last address of the Owner shown on the Association's records. The Board or committee shall give fair consideration to the Owner's oral or written testimony in determining whether to impose a penalty. The Owner is also encouraged to provide other evidence (e.g., pictures, statements of account, contracts, etc.) to assist the Board or committee with making a fair and reasonable response prior to the hearing date. If the Board or committee elects to impose a monetary penalty on a member, the member will receive a written notice within fifteen (15) days following the action by first-class mail. Fines shall be in addition to an assessment levied to reimburse the association for expenses and costs.

60. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, in the form of fines, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may also be liable for the Association's legal costs and fees in addition to the imposed fines.

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***Fine Schedule***

61. Fines imposed by the Board for violations of any individual rule stated within these Rules and Regulations or CC&Rs shall be levied in accordance with the following schedule:

|   |          |
|---|----------|
| ➤ First Fine                              | \$100.00 |
| ➤ Second Fine                             | \$200.00 |
| ➤ Third Fine                              | \$300.00 |
| ➤ Fourth Fine and beyond                  | \$400.00 |
| ➤ Unauthorized Architectural Improvements | \$500.00 |

62. **Special Note:** Should a violation occur which imposes a financial obligation to the Association; the party responsible for the violations shall reimburse, by way of special non-lien assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or other common property, repair and replacement costs will be charged to the owner responsible for the party.

