

RANCHO DORADO OWNERS ASSOCIATION

RULES & REGULATIONS

Revised March, 2012

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - INTRODUCTION	1
ARTICLE 2 - DEFINITIONS	2
ARTICLE 3 - RANCHO DORADOOWNERS ASSOCIATION RULES AND REGULATIONS	3
ARTICLE 4 - ENFORCEMENT	3
ARTICLE 5 - COMMUNITY INFORMATION	4
ARTICLE 6 - COMMON AREA	4
ARTICLE 7 - RENTAL REQUIREMENTS	5
ARTICLE 8 - CALENDAR OF BUSINESS – MEETINGS	5
ARTICLE 9 - ASSESSMENTS	6
ARTICLE 10 - ARCHITECTURAL/LANDSCAPE STANDARDS	6
ARTICLE 11 - COMMUNITY STANDARDS	6
ARTICLE 12 - NOISE REGULATIONS	9
ARTICLE 13 - TOT LOT – LA FUENTE COMMUNITY ONLY	9
ARTICLE 14 - PETS/ANIMALS	9
ARTICLE 15 - VEHICLE AND PARKING REGULATIONS	10
ARTICLE 16 - ENTRY/EXIT GATES (LA FUENTE NEIGHBORHOOD ONLY)	11
ARTICLE 17 - GARAGE SALES	12

ARTICLE 1 - INTRODUCTION

THE BOARD OF DIRECTORS, PURSUANT TO THE AUTHORITY GRANTED TO IT IN THE ASSOCIATION BYLAWS, HAS ESTABLISHED THE FOLLOWING RULES AND REGULATIONS WHICH ARE IN PART TAKEN DIRECTLY FROM THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS ("CC&RS"). THE SUCCESS OF RANCHO DORADO OWNERS ASSOCIATION IS FOUNDED ON THE BASIC PRINCIPLES OF DECENCY AND CONSIDERATION FOR YOU AND YOUR NEIGHBORS. THESE RULES AND REGULATIONS WILL SERVE AS A REMINDER AND REFERENCE OF THE VARIOUS OBLIGATIONS WE HAVE, ONE TO ANOTHER, IN OUR DAY-TO- DAY LIVING.

PROVISIONS FOR THE RULES & REGULATIONS, AND AUTHORITY FOR ENFORCEMENT ARE CONTAINED IN THE CC&RS AND THE BYLAWS WHICH ARE IN THE POSSESSION OF EACH OWNER. ALL OTHER PROVISIONS OF THE CC&RS AND BYLAWS WHICH ARE NOT SPECIFICALLY MENTIONED HEREIN MUST ALSO BE ADHERED TO BY ALL OF THE OWNERS/GUESTS AND TENANTS.

OBSERVING AND ENFORCING THESE RULES AND REGULATIONS IS THE RESPONSIBILITY OF EACH OWNER, TENANT AND THEIR GUESTS FOR THE MUTUAL BENEFIT OF ALL. IF YOU OBSERVE A VIOLATION, REPORT IT IN WRITING TO THE MANAGEMENT COMPANY, USING A COPY OF THE RULES VIOLATION FORM INCLUDED HEREWITH.

IF THE VIOLATION IS OF AN EMERGENCY NATURE CONTACT:

THE AVALON MANAGEMENT GROUP, INC. (760) 481-7444

ARTICLE 2 - DEFINITIONS

Lot: All Lots shall be used for private, single family dwelling purposes, only. In accordance with local laws prohibiting same, no commercial business shall be conducted within Rancho Dorado Owners Association.

Owners: Owners named in the recorded Deed, automatically become members of the Association. Relatives whose names are not on the deed are not owners or members.

Owners are any natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Lot, as shown on the most recent deed for the Lot recorded in the Office of the San Diego County Recorder, including Association, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities that hold an interest in a Lot merely as security for performance of an obligation. For purposes of exercising membership rights, including the right to serve as a Director, and incurring membership obligations when an Owner is a corporation, firm, limited liability company or other legal entity, any Director, Officer, employee or agent designated in writing by the Owner may exercise the membership rights attributable to the Owner. When an Owner is a trust, the trustee may exercise the membership rights attributable to the trust unless otherwise designated in writing by the trustee.

Owners must complete a Resident Registration Form, a copy of which is included herewith, and can be obtained from the Management Company, within five (5) days of recording the Title Deed. Completion of the form is required and all information provided will be kept confidential and will only be used in the event there is an emergency related to your property or residence.

Owners are encouraged to attend the regularly scheduled meetings of the Association. For further details, contact the Management Company for dates, times and location of board meetings.

Board of Directors: The Board of Directors consists of three to five homeowners. The terms of office of all members of the Board shall be staggered two year terms, with three terms expiring in even-numbered years, and two terms expiring in odd-numbered years. They are responsible for the appointment of Committee Members (including but not limited to Architectural, Landscape, Parking, etc.), maintenance of all common area property, decisions on financial dealings of the Association, and enforcement of these Rules and Regulations as well as the governing documents (CC&Rs).

Right to Lease/Rent: No home shall be leased/rented for a period of less than thirty (30) days. The terms of the Lease/Rental Agreement shall be subject in all aspects to the CC&Rs, Bylaws and Rules and Regulations of the Association. Owners are responsible for actions of their tenants, and will provide a copy of all governing documents to them.

Uninsurability: No part of Rancho Dorado Owners Association shall be used or occupied in such a way as to cause that part to be uninsurable against loss by fire or

the perils of the extended coverage endorsement to the California Standard Fire Policy form, or to cause such policy to be canceled or suspended.

ARTICLE 3 - RANCHO DORADO OWNERS ASSOCIATION RULES AND REGULATIONS

Introduction

The Rules and Regulations, as contained herein, are issued by the Board of Directors as authorized by the governing documents of RANCHO DORADO OWNERS ASSOCIATION.

The Rules and Regulations are intended as a guide to the conduct and activities of all members, lessees, residents and their guests. Each owner or resident living within the community is entitled to peaceful living conditions without annoyance or interference from others. Violators will be given a warning letter and allowed to correct the situation or provide an explanation before a fine is imposed in most circumstances. Any ignored warning or failure to appear before the Board of Directors with a reasonable explanation may result in the fine being levied. (Please refer to the Rules Enforcement Policy attached for specific detailed information.)

When called upon, the Board will use their best effort in mediating any unresolved conflict or dispute.

ARTICLE 4 - ENFORCEMENT

All owners, residents and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by the Board of Directors.

The Management Company, acting for the Association, has been instructed by the Board of Directors, to require the compliance of persons on Association properties with the provisions of the Rules and Regulations, Bylaws, Declaration of Covenants, Conditions and Restrictions and other governing documents. If there is a violation thereof, the Management Company has been instructed to provide written notice to the owner of the Lot.

Violations of Rules and Regulations:

1. It is the right and duty of each resident to report violations in writing to the Management Company. (A copy of the Rules Violation Form is included herewith for use.)
2. Notice of actual violations will be brought to the attention of the owner, in writing, by the Management Company carrying out the policies established by the Board of Directors.

FAILURE TO CORRECT THE VIOLATIONS BY THE OWNER MAY RESULT IN LEGAL ACTION AND FINES, THE COST OF WHICH WILL BE THE OWNER'S RESPONSIBILITY.

ARTICLE 5 - COMMUNITY INFORMATION

RANCHO DORADO OWNERS ASSOCIATION consists of 276 single family residential lots located in the City of San Marcos, County of San Diego and State of California. All of the homes located within the community of Rancho Dorado fall under the jurisdiction of the City of San Marcos, County of San Diego, and State of California and all pertinent and applicable Ordinances, Laws and Codes shall apply.

ARTICLE 6 - COMMON AREA

The Association's common area facilities are defined within the CC&Rs for the Rancho Dorado Owners Association. It is the duty of the Board of Directors, to maintain the Association's common area improvements for the benefit and enjoyment of its members. Inspections of all common area facilities will be performed on a periodic basis.

Members are responsible for their family members and guests while present within the community and on common area grounds. Owners will be held responsible for payment of the costs of repairs for all damage caused to Association property by themselves, members of their families, guests, tenants or pets.

All common area equipment, e.g., time clocks, and watering systems, gates, etc., are to be adjusted and set by authorized personnel only and not by residents. Homeowners may report problems related to the common area facilities to the Management Company 24-hours a day (see page 1 for further information). Some of the common area facilities located within Rancho Dorado Owners Association include: natural open space, landscaped slopes, fences and walls. Owners, their guests and tenants are not permitted enter the landscape slope areas or natural open spaces without prior written permission from the Association.

The common area facilities contained within La Fuente consist of: lighting, private streets, motorized vehicle gates, pedestrian gates, sidewalks and Tot Lot, and are part of a separate cost center reserved for the exclusive use and enjoyment of the La Fuente neighborhood residents.

The Neighborhood Unit Mailboxes are federal property and are monitored by the United States Post Office. Regulations prohibit the placement of signs, notices, or any other advertisement paraphernalia on the sides, front or backside of the neighborhood mailboxes. The Association is responsible for the maintenance and care of the neighborhood mailboxes.

ARTICLE 7 - RENTAL REQUIREMENTS

No home shall be leased/rented for a period of less than thirty (30) days. The terms of the Lease/Rental Agreement shall be subject in all respects to the CC&Rs, Bylaws and Rules and Regulations of the Association.

All leases and rental agreements shall be subject in all respects to the Governing Documents, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or Association.

All leases and rentals must be for the entire Dwelling and not merely parts thereof. The terms of the Lease/Rental Agreement shall be subject in all respects to the CC&Rs, Bylaws and Rules and Regulations of the Association. All leases must be in writing and provided to the Association.

All owners must provide their tenants with a copy of the Rules and Regulations and all tenants must comply with these regulations, the Bylaws, the CC&Rs and all other governing documents. Owners are held responsible for their tenants and guests and are financially liable for damage to the common area and equipment, and for violations of these Rules and Regulations.

Furthermore, owners are responsible for the proper maintenance and repair of their homes.

All owners who lease/rent their dwelling to others must provide the Association with their own off-site personal address and telephone number, as well as the name and telephone number of their rental/lease tenant. In addition the Owner shall provide the make, model and license number of all residents' vehicles, as well as the number and type of pets kept by the tenants.

ARTICLE 8 - CALENDAR OF BUSINESS – MEETINGS

As required by the Association Bylaws, an Annual Meeting of the membership is held each year for the purpose of electing Board Members. Elected positions to serve on the Board, are for a two-year term, as indicated in Article 3.5 of the Bylaws. The Management Company will mail notification of the Annual Meeting to each member at least ten but not more than ninety days before the meeting. In order to establish a quorum so that business can be conducted, it is imperative that owners either attend in person or return a ballot to the Management Company.

Regular meetings of the Board of Directors are conducted periodically. Owners are encouraged to attend these meetings, and may offer input during the designated portion of the agenda. Specific dates and times of the meetings are available by contacting the Management Company.

A review of the financial records of the Association is performed by an independent firm, as directed and contracted with, by the Board of Directors. Each owner is provided with a copy of the review, upon completion.

The master insurance policy for the Association is reviewed each year and information is disclosed to the membership along with the annual budget. For more information pertaining to the Association's insurance coverage, owners are encouraged to contact the Management Company in writing at: Avalon Management, 3618 Ocean Ranch Blvd, Oceanside, Ca 92056

ARTICLE 9 - ASSESSMENTS

As required by the governing documents, owners are responsible for the payment of assessments, which are used to meet the expenses incurred in the management of the Association's facilities. Payment of the monthly assessment is due by the 1st of each month and is considered late if not received by the 15th day. Late fees will be assessed to the owner's delinquent account on the 16th day. Interest will be assessed to the owner's delinquent account after 30 days.

Delinquent assessments shall be enforced and processed in accordance with the adopted Collection Policy. A copy of the current Collection policy will be distributed to each owner along with the annual budget, on a yearly basis. A copy of the Association's current Collection Policy is included herein for reference.

ARTICLE 10 - ARCHITECTURAL/LANDSCAPE STANDARDS

The Rancho Dorado Owners Association shall provide guidelines for maintenance and landscaping requirements so that the exterior of each home and lot is kept in a neat and orderly manner, and in accordance with these adopted Rules and Regulations.

Many proposed exterior improvements are subject to the review requirements outlined in the attached Architectural Guidelines. Improvements requiring Board review shall be submitted in writing as outlined in the Architectural Guidelines.

Approval of the Board of Directors is not deemed to be exclusive. Local City Building Codes, County Codes, and any other State or Federal required permit(s) and regulation(s) must also be obtained and satisfied, in all cases, by the owner, if required, and is not the responsibility of the Association to advise the owner.

ARTICLE 11 - COMMUNITY STANDARDS

1. Major changes to the front yard landscaping and some side/rear yard improvements, including the planting or removal of trees, etc. shall first be approved by the Board of Directors. Detailed requirements are contained within the Architectural Guidelines attached.

2. All exterior painting must conform with the approved paint colors assigned to each lot, as originally designed by the developer. Proposed changes in paint colors

must be submitted through the filing of an Architectural Application to the Board of Directors, along with paint chips showing the requested colors.

3. Exterior antennas and satellite dishes, not exceeding one meter (39.37") in diameter, are permitted, but only in strict compliance with Applicable Laws and not on any portion of the Common Area. Except as permitted by Applicable Law, there shall be no outside television or radio antennae, satellite dishes, masts, poles or flag poles constructed, installed or maintained in the Community for any purpose whatsoever without the prior written consent of the Board.

4. Patios, balconies, decks, fences, etc., shall not be used for such purposes as drying laundry, airing out rugs, miscellaneous storage, etc. These areas are to be considered aesthetic additions to the primary structures and are to be utilized in good taste as to be generally attractive and inoffensive to other homeowners.

5. No exterior clotheslines are to be installed.

6. Only one aesthetically acceptable "For Sale/For Lease/For Rent" sign, no larger than 3'x3', is permitted to be displayed for public view in the front yard area. Signs are not allowed to be posted on the garage doors. No sign shall be erected in the common area except by the authority of the Board of Directors. Signs shall not be posted on any of the common area gates. No one may erect or display any sign on or from any Lot except as allowed by applicable law. Owners will be assessed the damage for any sign posted on common area property. Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size are prohibited.

7. No exterior structural improvements, e.g., patio slabs, patio covers, screens, sunshades, awnings, walls, fences, air conditioning units, screen doors, etc., shall be installed without first receiving architectural approval. Refer to Architectural Guidelines for additional information.

8. No miscellaneous items or materials, such as: trash receptacles, boxes, towels, woodpiles, etc. may be visible from the front yard area and outside of the home.

9. No yard statues, fountains, bird baths, bird feeders or bird houses, urns, etc. shall be allowed in the front yard area, without first obtaining approval by the Board of Directors.

10. All holiday decorations shall be removed within fifteen (15) days following the date of the celebrated day.

11. Windows should not be covered with foil, paper, towels, sheets, newspapers, etc.

12. Portable basketball units must comply with the Architectural Guidelines.

- a. Resident personally accepts responsibility for any and all bodily injury and all damage caused to any other property, when the portable basketball unit is in use. (It is suggested for this reason that an adult be present at all times when the unit is being used.)
 - b. Permanent basketball units are not allowed to be installed.
13. Each owner is responsible to maintain the exterior of the home in an aesthetically pleasing manner at all times.
14. All stucco surfaces of the individual home shall be free of stains, damage and surface debris.
15. Lawns shall be mowed, fertilized, weeded and watered on a regular basis.
16. Planter areas which extend to the street curbs and/or driveways shall be maintained on a regular basis.
17. General weed abatement and pest control shall be performed on a continual basis.
18. Slopes and/or portions of private property which extend past fences onto streets, other than Association maintained slope areas, shall be maintained by the owner of the property on a regular basis, including but not limited to mowing, fertilization, aeration, weed abatement, pest control and watering.
19. All trees located within an individual lot shall be pruned and thinned accordingly, by the owner. Trees must not obstruct residents' ability to utilize the streets, sidewalks and common areas.
20. Leaves shall be raked and properly disposed of on a regular basis.
21. Owners are responsible for picking up their own trash spilled on common areas, streets and sidewalks, and disposing of it properly.
22. All trash cans and recycling containers may be placed curbside for pickup by the refuse disposal service company, but may only be set out for a period of time, not to exceed twenty four (24) hours before and after the schedule trash collection service.
23. Storage of all trash receptacles and recycling containers must be kept in appropriate areas, screened and concealed from the public view, e.g., behind the fence area or inside of the garage.
24. Large discarded items such as: furniture, mattresses, etc., will not be picked up by the disposal company. Disposal of these types of items should be made at a junk yard or disposal facility, at the cost and expense of individual owners.
25. Window tinting, which creates a "mirror" effect from the exterior is not permitted.

VIOLATORS WILL BE PROSECUTED

ARTICLE 12 - NOISE REGULATIONS

Owners are reminded that noise can be a problem at any time and should always be considerate of others. Everyone is encouraged to respect the rights of homeowners to live in a peaceful and quiet environment. Noise can be a difficult situation to control, especially during the summer months, when doors and windows are open. Therefore, during these times of the year, owners are particularly reminded to be conscientious of others living close to you and keep the noise level as low as possible.

Radios, television, musical instruments, power tools, party activities, and other noise sources (including barking dogs, car horns and extended warming up of car engines) must be restricted at all times to a level that does not create a nuisance for other residents.

For reasons of community respect, please lower noise volume and keep to a minimum during the hours of 10:00 p.m. till 8:00 a.m. when most residents will be sleeping.

It is the responsibility of all owners and tenants to inform their guests of the above noise control rules and abide by them.

The Board of Directors shall have the right to determine if any noise or activity is producing such noise that constitutes a nuisance.

ARTICLE 13 - TOT LOT – LA FUENTE COMMUNITY ONLY

All play equipment is to be used in the manner for which it is intended. All persons using the Tot Lot play equipment do so AT THEIR OWN RISK, RESPONSIBILITY AND LIABILITY. The Association does not provide any supervisory service and is not responsible for liability or injury.

ARTICLE 14 - PETS/ANIMALS

Owners or residents of the Community may keep up to three usual and ordinary domestic pets on the Lot such as dogs, cats or other household pets provided that they are not kept, bred or maintained for any commercial purpose.

Pets shall not be allowed to soil, litter or destroy common area property.

Pursuant to City of San Marcos and County of San Diego Ordinances, owners shall carry waste clean-up materials and dispose of animal waste properly.

Owners are reminded that all dogs must be on a leash at all times and under personal control when outside individual living quarters, in accordance with County Regulations. Owners that do not confine their dogs or abide by the requirements, maybe subject to fine and further restrictions imposed by the County and Board of Directors.

No animal, livestock or poultry of any kind shall be raised, bred or kept within any lot/home.

Structures for the housing or confinement of any animal or bird, including kennels, carriers and doghouses, shall be maintained so they are not visible from neighboring properties.

All residents (owners and tenants) shall be personally responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant they may be held liable, as well as the owner of the home.

Residents are encouraged to write to the Association Board of Directors, through the management company, and to contact the County Animal Control Department, for violations pertaining to animals. Action will be taken against owners of pets, which violate the Association's Rules and Regulations.

The Board of Directors reserves the right to expel any pet, which they deem becomes a nuisance.

Human assistance dogs may be considered exempt from some of the above rules, e.g., Seeing Eye dogs, provided proof of certification by the appropriate agency has been submitted to the Board for the Association's records.

ARTICLE 15 - VEHICLE AND PARKING REGULATIONS

The following vehicles are prohibited vehicles: (i) recreational vehicles (e.g., motorhomes, travel trailers, camper vans, jet skis and boats), (ii) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines. Commercial vehicles shall not include sedans or standard size pickup trucks 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, (iii) buses or vans designed to accommodate more than ten people, (iv) vehicles having more than two axles, (v) trailers, (vi) inoperable vehicles or parts of vehicles, (vii) unregistered vehicles, (viii) aircraft, (ix) other similar vehicles, or (x) any vehicle or vehicular equipment deemed a nuisance by the Board. Association has the power to identify additional vehicles as prohibited vehicles to adapt this restriction to all types of vehicles produced by manufacturers.

Temporary parking of prohibited vehicles is permitted for the purpose of loading and unloading, but may not exceed six (6) hours. Prohibited vehicles may only be parked within an Owner's fully enclosed garage with the door closed.

For appearance and general aesthetic reasons, garage doors must be kept closed at all times, except as necessary for doing yard work and ingress/egress.

No extended vehicle maintenance or overhaul work is permitted.

Each owner is responsible for cleaning up any oil or grease spills in the driveway. Drip pans, carpets, cardboard or other materials are not allowed to be placed in the driveway aprons, or visible to the public.

Major automobile repairs shall not be allowed to be performed on the common area property, including the private streets.

No motor vehicle shall be left in a condition that will constitute a fire hazard. In addition, residents may not park disabled, unsightly or unregistered vehicles on Association property. Unsightly shall be defined as any vehicle that detracts from the appearance of the property.

All vehicles operated within the community shall observe the posted speed limit.

Vehicles parked within Rancho Dorado Owners Association shall be operable and registered vehicles.

Owners are prohibited from blocking streets and lanes in any manner that would obstruct the access of Fire Department or other emergency vehicles. No one will be allowed to park motor vehicles on any sidewalk or greenbelt area.

Residents are responsible for their guests' parking so that the common area and streets are not blocked. If a vehicle is parked on the private streets for more than two (2) consecutive days, without being moved, the Board of Directors, through the management company, has the authority to tow the vehicle away.

ALL INOPERABLE VEHICLES PARKED ON A COMON AREA PROPERTY ARE SUBJECT TO IMMEDIATE TOWING!

ARTICLE 16 - ENTRY/EXIT GATES (LA FUENTE NEIGHBORHOOD ONLY)

The entry and exit gates to the community are Association property. Programming and maintenance of the gates are the responsibility of the Board of Directors and is handled through the management company.

Homeowners are reminded to contact the management company if they observe any damage or problems associated with the operation of the motorized gates.

Owners are requested to contact the management company within five (5) days of moving into the community so their names can be programmed into the directory.

Damage caused by owners, residents, guests or family members shall be the direct responsibility of the registered owner. If the responsible Owner disputes or refuses to pay any repair costs incurred by Association or the Owner of any other property which sustained damage, the Association, after Notice and Hearing, may charge the cost of those repairs to such Owner as an individual assessment, with the full authority to lien on such amount in the event of non-payment and may also seek repayment as a personal debt of the Owner.

Nothing shall be taped, stapled or otherwise mounted on the common area gates, without first obtaining permission by the Board of Directors.

Damage caused by tape, staples or other items will be directly assessed to the owner placing the notice on the common area property gates.

ARTICLE 17 - GARAGE SALES

There shall be no garage sales, unless they are approved by the Association. Any approved garage sales must be conducted on second Saturday in May and/or the second Saturday in October.

These Rules and Regulations will be reviewed by the Board of Directors on an annual basis and updates, revisions and changes, will be distributed to the membership, as deemed necessary.

All Owners are advised to pass this information package on to the new owner of your property, upon closure of the escrow process.

IF YOU NEED ANY FORMS, SUCH AS ARCHITECTURAL, LANDSCAPING IMPROVEMENT APPLICATIONS, PARKING VARIANCE APPLICATION, RESIDENT REGISTRATION FORM, VIOLATION REPORT FORMS, ETC.,

**PLEASE CONTACT
Avalon Management
3618 Ocean Ranch Blvd
Oceanside, Ca 92056**

**Phone: (760) 481-7444
Fax: (800) 646-1887**

Email: RanchoDorado@AvalonWeb.com