



A guide to

Park Mediterrania's

CC&R's, Bylaws and Rules and Regulations

### **Introduction**

**It is the responsibility of every home owner and resident to be familiar with the Governing Documents and to comply with the Rules and Regulations of the Community Association.**

**It is the owner's sole responsibility to inform their tenants of all Rules and Regulations.**

**Home owners are responsible for any damage done to any property by themselves, their family, guests or tenants.**

**The families that have chosen Park Mediterrania as the place they want to reside are living in a Planned Unit Development which, by nature, places every family in very close contact with every other family in the development. In order to establish continuity, the continued, consistent overall maintenance of each of the individual properties and in order to manage the needs of all of the individual owners a set of legal documents were created. These documents are legal and binding on everyone that has chosen to live here. These documents establish and give specific authority to an elected board to carry out the terms of the legal documents.**

**Three documents were established by the Developer to establish the Association. A fourth, the Rules and Regulations were adopted by your Board of Directors as permitted under the CC&R's. The Establishing Documents are:**

- 1. The Articles of Incorporation.**
- 2. The CC&R's. These are the Covenants, Conditions and Restrictions of Park Mediterrania.**
- 3. The Bylaws.**
- 4. The Rules and Regulations.**

**It is of great importance that each family that lives within Park Mediterrania be familiar with these documents. Therein lay the problem. The documents are dry and legal and most of us will fall asleep trying to read them, let alone understand them. But since we all agreed to live by them and are legally bound by their provisions, it becomes truly important for us to understand them.**

**In this short booklet we will try to explain in brief and plain language what each section of each document deals with. This is a guide only and should not be construed as the final authority on any item in the documents. If there is any discrepancy between the wording in this document and the governing documents, the governing documents are the final authority.**

## **Rules and Regulations**

**The complete list of Rules and Regulations are listed here as they were published in July of 2005. Be aware that Rules and Regulations do change so please contact the board or Management Company if you have doubt as to whether a particular rule is stated as it currently stands. The Rules and Regulations have evolved over the years and are statements of board decisions and understanding of the CC&R's. This document only highlights specific articles of the CC&R's and cannot be construed as the only regulations to which homeowners, tenants or guests are subject.**

**In some cases the rule is stated directly from the CC&R's.**

### **General**

- 1. Homeowners are responsible for their own actions as well as the actions of their guests, tenants and guests of tenants.**
- 2. Units are for residential use only.**
- 3. No noxious or offensive conduct.**
- 4. Garages may be used for parking and storage only.**
- 5. Garage doors must remain closed except when entering, exiting or maintaining the garage.**
- 6. No clotheslines or storage may be placed so it is visible from the common area.**
- 7. No structure or vehicle may be placed on the common area and used as a living area.**
- 8. The home owner is responsible for the mail box lock. The association is responsible for the mail kiosk.**
- 9. The Association will not be responsible for any roof damage caused by the home owner or by any other outside agency.**

### **Parking**

- 1. Parking is allowed in marked spaces and garages only. There is NO PARKING allowed in the Red Fire Lanes at any time.**
- 2. Vehicles parked in violation will be subject to towing at the owners expense.**
- 3. Vehicles parked in excess of 72 hours will be towed at the owner's expense. However, parking spaces are for day use only! If you have a vehicle you do not drive on a daily basis it needs to be stored in your garage. Moving your vehicle you do not drive daily to a different spot every 72 hours is still considered storage. Please be courteous to other residents and park it in your garage.**

4. Unsightly, inoperable or non-registered (even if registration is pending such as waiting for smog check) may not be stored on the common area parking spaces. Such vehicles may only be stored in garages.
5. No commercial vehicles or vehicles with trailers may be parked on the property except when actually engaged in making a delivery or pick up. Trucks used while moving must be parked outside the common area except when actually being loaded or unloaded.
6. The tow company contracted by Park Mediterrania is Aslan Towing, 909-686-1151.

#### **Domestic Animals**

1. Only domestic dogs, cats, fish and birds may be kept as household pets provided they are not kept, bred or raised for commercial purposes.
2. The total number of dogs, cats, and birds shall be limited to two (2) of each species per lot.
3. City leash laws require that all dogs must be on leash while not confined to the individual lot. The common area does not qualify as private property of the individual owner so it DOES fall under the leash laws.
4. Owners that fail to pick up after their animals will be subject to fines up to the maximum amount allowable. The fines will be levied on each occurrence.

#### **Trash**

1. Trash, garbage and other waste shall be kept only in the designated areas, IN the dumpsters provided.
2. No occupant shall permit or cause any trash or refuse to accumulate outside of the dumpster.
3. Do not fill the dumpster to overflowing! If the dumpster is full, hold your trash until the dumpster has been emptied. The cost to your association to clean up after you amounts to a lot of money.
4. Large items and hazardous waste, oil, chemicals, construction waste, furniture, beds and mattresses, etc. or appliances of any kind may not be dumped into or beside any dumpster.
5. For the disposal of any of the items in #4, call the trash contractor for special arrangements, Colton Disposal, 909-370-3377. They will arrange for a special pick up and you will be charged for the service.
6. Any home owner or tenant disregarding these rules may be fined to the maximum amount.

#### **Landscaping**

1. All landscaping and planting on the common area shall be maintained by the Association. No owner or tenant may change, modify or replace any landscaping in the common area without prior approval of the board.
2. All landscaping on the individual lots shall be installed, kept and maintained by the owner or occupant in accordance with the standard established by the association. Specifically this

**statement includes the patios between the home and the garage, the ground in the front of the home between the wall and the sidewalk and the space between the back fence and the driveways.**

- 3. The cost to repair any damage to any landscaping in the common area caused by an owner, tenant or guest will be charged back to the home owner.**
- 4. Owners are requested to insure that no one is allowed to play in any area of landscaping that is planted in ground cover or shrubbery as those plants will not survive if abused. All grassy areas are substantial enough to survive play.**
- 5. No one may enter or throw anything into any of the ponds on the property.**
- 6. No wheeled conveyance of any kind may be ridden or driven on any landscaped or grassy area within Park Mediterrania at any time.**

#### **Architectural**

- 1. No owner shall make any alteration, modification or change to the exterior of any building, fence, wall or other structure on his lot without PRIOR written approval by the board. DO NOT PURCHASE MATERIALS BEFORE GETTING ARCHITECTURAL APPROVAL!**
- 2. Requests for Architectural approval forms may be requested from any board member, Neighbors Council or from the Management Company.**
- 3. A home owner may be required to remove or bring back into compliance any change that has not been approved PRIOR to the work being done.**
- 4. Screen doors are not allowed on the front doors of the homes. Security doors ARE allowed.**
- 5. Replacement windows and doors. Replacement vinyl windows and sliding glass doors shall be ONLY Milgard Classic Series vinyl. Color shall be only Desert Tan. Style shall be "Snap In". No grids will be allowed. Replacements for the front doors must match the design being used throughout the complex.**
- 6. Garage door replacement shall be with Metal Roll Up Doors.**
- 7. Window coverings may NOT be foil, cardboard, bed sheets or paint. Draperies, blinds or shutters must be kept in good repair.**
- 8. Satellite dishes may be installed on the individual lots. Location of the dish is specifically restricted to the fascia board along the tile roofing above the flat roof on each set of units. Attaching the dish to the side of the home, directly on the flat roof, on the chimney or anywhere on the tile will not be allowed. Wire guidelines must be followed see specific guidelines adopted by the board.**
- 9. Any repair of damage that an improperly installed dish causes to any part of the structure will be the responsibility of the owner.**
- 10. In the interest of safety, no materials or hanging plants may be suspended from the balconies or eaves.**

11. Any patio cover must be constructed only of wood and painted the new color, (paint code may be obtained from Mark at WSR( 951-682-1000) must be horizontal to the ground, constructed within 6" of the property line and pillars must conform to current standards. Prior approval is required by the board. The architectural request must be accompanied by a signed waiver releasing the association from all maintenance responsibility relating to the addition.
12. It shall be the home owner's responsibility to secure a proper building permit BEFORE any construction which requires issuance from the City of Colton.

**NOTE! Security Screen Doors.** The authorized vendor is Adam Verska, 951-689-6980. When submitting the architectural form show that Adam Verska is the vendor and no plans will be required. If securing the security door from any other vendor you must show design and show that the door meets or exceeds Building Standard Class III. The color MUST be the new color, obtain paint code from Mark at WSR 951-682-1000.

**Replacement Vinyl Windows.** The preferred vendor is Classic Building Supply, 909-825-9700. Other suppliers may be found at [www.milgard.com](http://www.milgard.com). Lowe's also carries Milgard windows and doors. If securing the Milgard product from any vendor other than Classic Building Supply, you must submit all technical sheets and a copy of the proposed order showing the purchase meets the guidelines.

**Roll Up Garage Doors.** The preferred vendor is Dukes Garage Doors, 909-877-1189. When submitting your architectural form you must show that the design matches those other doors in place within the project. The color must be the new paint color obtain code from property mgr Mark at WSR 951-682-1000.

#### Pool and Spa

1. Keys and Key Tags are required for entry into the pool and spa.
2. Only home owners may sign for a key. By doing so, they take full responsibility for its use.
3. Only one key will be issued to a home owner. Replacements are charged at the cost of \$100 each. Replacement Tags will be charged at \$10 each.
4. All gates must be locked at all times.
5. No lifeguard is on duty, swim at your own risk.
6. Shower before entering the water to remove oils that clog the filters.
7. Do not use soap or other bubble creating substance in the spa as they clog the filters.
8. Glass of any kind is prohibited in the pool and spa area. That includes glass beer bottles and wine or champagne bottles. Use of plastic or metal containers is required.
9. Food of any kind is not allowed in the pool or spa.
10. No boisterous play, running or roughhousing is allowed at any time.
11. Loud music is not allowed.

12. Bicycles, skates or skateboards are not allowed in the pool area.
13. Pets are not allowed in the pool area at any time.
14. Anyone under the age of fifteen (15) AND any guest, regardless of age, must be accompanied by an adult home owner at all times.
15. Home Owners are encouraged to discuss proper pool etiquette with their family and guests.
16. No surf boards, surf mats or large water toys are allowed at any time.
17. Do not throw rocks or trash into the pool or spa.
18. Each home owner may invite a maximum of four (4) guests at one time and the adult home owner must accompany the guests at all times.
19. Anyone living on property MAY NOT be considered a guest.
20. Any damage to the facility by a home owner, home owner's dependents or a guest of the home owner shall result in a corrective assessment to the unit where the responsible parties live.
21. Please clean up after yourselves. Excess cleaning fees will be charged back to the owner of the unit where the offending parties (or the guests of said parties) reside.
22. Pool safety equipment is not, under any circumstances, to be used for play.
23. Do not tamper with any portion of the water heating, lighting, plumbing, security system etc.
24. Failure to abide by any of the stated rules or any action that would endanger or damage person or property will result in fines or corrective assessments.
25. Entering the pool or spa area without a key and key tag will be considered trespassing.
26. Any home owner who wishes to use the pool and spa for an activity of any kind which will exceed the guest limitations, please place before the board a request for special use stating the date, time, number of people attending and arrangements being made for food and drink.
27. This is your pool and spa. Please follow the rules and ask your family, guests and others in the pool to do the same. Please bring to the boards' attention any infractions that you see taking place.
28. No person wearing a diaper, except those specifically made for swimming are permitted in the pool or spa.

#### **Tennis Courts**

1. The tennis courts are closed until repairs can be made.
2. Once opened again, the following rules will apply:
  - a. All of the rules that apply to the pool area will apply to the tennis court area.

- b. Tennis courts are for playing tennis only. IF the new surface will stand up to basketball, the basketball court will be opened as well. The same key and tag as used to enter the pool and spa will grant access to the tennis courts.
- c. Hours of use will be from 8:00 AM to 10:00 PM.
- d. No players may use any court for more than one hour IF other players are waiting to play. Surrender of courts is on the hour.
- e. Tournaments may be held. Open play is suspended during those tournaments.
- f. Climbing on the fence, swinging on the gates or hitting balls against the fence is prohibited.

### Enforcement

Article X of the CC&R's authorizes the board to enforce all provisions of the governing documents. State and local ordinances supersede those documents when there is a conflict.

The proper way to report an infraction by a home owner, guest or tenant is to give a written notice to the board, your neighborhood council person or by mail to the management company. Any complaint is held in strictest confidence! Just briefly state the facts of the violation including date, time, location and the address of the perpetrator. The complaint MUST be signed. No action will be taken on an anonymous complaint.

Should a home owner, guest or occupant be found to be in violation of the documents the home owner of the respective unit shall be subject to fine following notice and hearing.

### Enforcement Policy

The primary objective of the Park Med HOA Rules Enforcement Policy is rules compliance. California Civil Code requires the association to publish a fine schedule. Enforcement and fines may vary depending on the board's interpretation of the facts presented.

The enforcement policy process is as follows;

1. Warning letter to either correct or come to a hearing or both.
2. Hearing is held at the regular board meeting or at a meeting called specifically for the hearing. The hearing will be no less than 10 days from the notice. The meeting may be held as an open meeting or executive session as per the wishes of the person invited to the hearing.
3. Remedies will be decided by the board. The person will be notified by mail of the decision of the board.
4. If an owner does not come to the hearing when it is scheduled, fines up to the maximum amount allowable may be levied. Additional fines will be applied monthly until compliance has been done. Once a fine has been levied, barring exceptional circumstances, it may not be excused.

Fines may be levied as follows;

- A. Architectural                    \$50 to \$500 per occurrence
- B. Landscape                     \$50 to \$500 per occurrence
- C. Pool and Spa                  \$50 to \$500 per occurrence
- D. Parking                         \$50 to \$500 per occurrence

Some parking violations are subject to immediate tow

- E. Compliance                    \$50 to \$500 per occurrence
- F. Pet                                \$50 to \$500 per occurrence
- G. CC&R infraction or  
    Rules Infraction                \$50 to \$500 per occurrence

#### Notes from the Board

The payment of any and all legal fees or costs incurred by the Association to enforce violations or collect fines will be the sole responsibility of the home owner as stated in Civil Code Section 1354.

#### CC&R's

The opening section of the CC&R's established the legal description of the project and establishes Park Mediterrania as a Planned Unit Development or PUD. A PUD differs from other homes that share common walls in that in a PUD the home owner owns the entire structure, walls, inside and out, roof and the ground the home sets on. The "lot" owned by the home owner extends to the sidewalk in front of the unit and includes all property up to the driveway in the back of the lot. All other property, outside this "lot", is known as "Common Area".

Article I defines the terms used in the documents. This section includes definitions dealing with the builder (Declarant) which no longer has any authority within the project.

Article II Deals with annexation of any property.

Article III Deals with Easements and property rights

Section 3.01 deals with easements. Such things as guaranteeing each owner the right to use the driveways and common areas.

Section 3.02 outlines the right of each owner to delegate his right to use of common area and specifies who can be designated.

Section 3.03 deals with an owner's right to encroach on any other lot for specific reasons.

Section 3.04 deals with the right of the Association to enter any lot for inspection and/or correction of any violation and outlines the way that authority must be carried out.

Article IV Deals with membership and voting rights

Section 4.01 establishes that every owner is a member of the association.

**Section 4.02 establishes voting rights and lays groundwork for restriction of voting rights if Association Dues are not current.**

**Section 4.03 establishes classes of voting groups. Note that there is only class A voting at this time.**

#### **Article V Deals with the Covenant for maintenance assessments**

**Section 5.01a establishes the authority to assess dues to each home owner.**

**Section 5.01 defines when assessments begin.**

**Section 5.02 establishes the right of the association to place a lien on any lot for past due assessments.**

**Section 5.03 defines the purpose of assessments.**

**Section 5.04 establishes the amount of the assessments.**

**Section 5.05 deals with how special assessments shall be accomplished.**

**Section 5.06 deals with how to establish a quorum for any vote on assessments.**

**Section 5.07 establishes a guarantee that every lot is assessed the same.**

**Section 5.08 deals with three things. Fixing of Assessments, Due Dates and Certificates. Fixing requires a budget to be produced annually. Due Dates are when the dues are due and certificates are accounting to the home owner as to the status of his dues. A fee may be charged for producing a certificate.**

**Section 5.09 establishes the procedure on how to handle nonpayment of association dues and assessments. In general terms, past due assessments and dues are collected by legal means and the owner is responsible for all legal fees. The collection process is specified.**

**Section 10 defines which property is exempt from assessments.**

#### **Article VI Deals with Architectural Control.**

**Section 6.01 establishes the boards duty to perform and appoint a committee.**

**Section 6.02 membership on the committee**

**Section 6.03 outlines the duties of the committee AND the owner. Establishes the duty of the owner to submit the proper paperwork to the board BEFORE any construction or change to any part of the outside of any unit on any lot. This section also gives the association the right to remedy any breach of architectural rule.**

**NOTE! What this means is that any home owner who makes an architectural change that is not approved by the committee BEFORE it is done could be required to remove it and either bring it back to the original design or redesign to conform. Don't take the chance of paying for something twice; submit your request and plans to the board BEFORE you buy any materials!**

**Section 6.04 establishes committee meetings.**

**Section 6.05 establishes the authority to make architectural rules.**

**Section 6.06 establishes that an action of the committee does not create a waiver for other owners.**

**Section 6.07 releases the association and board from any liability in respect to architectural matters.**

**Article VII Deals with the authority of the association.**

**Section 7.01 outlines the specific duties as far as what the association must pay for.**

**a. Common area expenses and repair of roof. Painting of wood.**

**NOTE, this section was changed by a majority of the members in 2005 by way of a recorded amendment.**

**b. Refuse collection IF the association chooses to do so.**

**c. Fire insurance on the common area property**

**d. Liability insurance for the common area**

**e. Workman's comp insurance**

**f. A fidelity bond covering misuse or misappropriation of funds**

**g. Errors and omission insurance on Officers and Directors**

**h. Other expenses of the common area**

**Section 7.02 requires the board to review insurance every 2 years.**

**Section 7.03 allows the board to delegate its powers.**

**Section 7.04 gives the board the responsibility to produce and publish the association "Rules and Regulations". These rules and regulations govern the conduct of the owners and other people invited on property by the owners.**

**Article VIII deals with use restrictions**

**Section 8.01 defines all lots as residential use only and gives the owner the right to lease or rent his lot and states that an owner must require his tenant to abide by all of the rules established for the owners.**

**Section 8.02 commercial use of any lot is specifically not allowed except as provided by law.**

**Section 8.03 defines Offensive Conduct and Nuisances. Generally speaking if the conduct "become an annoyance or nuisance to the residents of the properties, or which shall in any**

way interfere with the quiet enjoyment of owners or occupants lots. . . . no loudspeaker or sound amplification system shall be used so as to produce sounds audible beyond the boundaries of the lot the owner or occupant is using at the time.”

Section 8.04 defines parking regulations and their enforcement and outlines that garages may only be used for storage and for parking a car.

Section 8.05 defines the use of signs on the property.

Section 8.06 defines the use of antennas. Satellite dishes are now allowed but must be installed only on the fascia board surrounding the tile above the flat roofs.

Section 8.7 limits any fencing, awnings etc. and notes that all of these types of additions must be approved by the architectural committee before installing.

Section 8.8 establishes the guidelines for owning animals within the properties. If you own animals, read this section in full.

Section 8.9 places restrictions on the use of recreational vehicles etc.

Section 8.10 places restrictions on use of trash containers. More is said on this in the Rules and Regulations.

Section 8.11 defines the use of clotheslines and storage on the lots.

Section 8.12 establishes what can be used as window coverings.

Section 8.13 restricts any changes to the exterior of the home. Architectural approval is required for any change.

Section 8.14 establishes that all owners must comply with all laws.

Section 8.15 requires each owner to insure that the drainage from his lot does not interfere with the drainage from his neighbor and each must maintain the drainage pattern.

Section 8.16 requires each owner to keep the exterior of his property in an attractive, clean, sightly and wholesome condition at all times. It also requires that all home owners must carry fire and Extended Coverage insurance on their home.

Section 8.17 requires that each home owner maintain the landscaping on his property in the standards set by the association.

Section 8.18 establishes that no temporary housing may be set up.

Section 8.19 establishes that no trash may be accumulated on any property.

#### **Article IX Deals with Damage or destruction to the Common area**

Section 9.01 requires rebuilding if any common area improvement is damaged or destroyed

Section 9.02 in rebuilding a special assessment may be made

## **Section 9.03 requires at least 2 bids for rebuilding**

**Article X , Article XI and Article XII Deal with general legal provisions of the CC&R's and are dealing with legal requirements such as how to vote for a change to the document, the rights of the City of Colton and Eminent Domain.**

## **Bylaws**

**The primary goal of the Bylaws is to set down the governing rules of the Association. This is the document that tells the board how to organize and gives them guidelines as to what they can and can not do without a vote of the membership. Since this is an extension to the CC&R's I am going to give only general descriptions of the various Articles and touch on only some of the highlights.**

**An amendment to the Bylaws in 1982 changed Article V and Article IX to permit Board members to serve two (2) year terms rather than one (1) year terms.**

**Article I sets the name and location of the Association.**

**Article II describes all of the definitions used within the Bylaws.**

**Article III defines who is a member of the Association.**

**Article IV confirms the owners' property rights as described in the CC&R's.**

**Article V establishes the number of board members and how the election and/or removal of those officers shall be conducted. Also outlined is the ruling that no director may be paid and exactly how nominations for the board must be handled.**

**Article VI confirms the exact powers of the board such as the right to publish Rules and Regulations, to employ a manager, to levy and assess and collect assessments (Dues), to delegate authority and to impose monetary penalties etc. for failure to pay dues or because of an infraction of any rule.**

**This section also outlines the duties of the board to keep proper and complete records, to oversee all employees of the association, to produce and distribute an annual report, procure adequate insurance on all of the common area, to maintain the common area, to pay all taxes, to give accounting to an owner of the status of that owners dues, to foreclose on delinquent property as stipulated in Article V of the CC&R's.**

**This section also outlines the limitations of the board. A vote of the membership is need to implement any of the following; entering into a contract of over a 2 year duration (except with a management company, a utility or an insurance policy), incurring aggregate expenditures for capital improvements in excess of 5% of budget, selling association property, paying compensation to any board member,**

**This section also describes when and where meetings shall be held, how to hold a special meeting, what constitutes a quorum, how the board can take action without a meeting, attendance of members at meetings, and executive sessions.**

**Article VII defines the boards ability to create committees.**

**Article VIII describes annual meetings and special meetings for all members and how they may be called by the members. Also described is how the notice for those meetings should be handled and how to determine a quorum. It establishes the right to vote in person or by proxy or written consent.**

**Article IX outlines the officers of the association and their duties.**

**Article X deals with assessments and the collection of past due amounts.**

**Article XI defines a corporate seal.**

**Article XII deals with amendments of the bylaws and conflicting provisions. It only takes 51% of the voting membership to amend the bylaws. In any conflict with the CC&R's, the CC&R's control.**

**Article XIII stipulates how the books and records shall be maintained.**

**Article XIV determines the fiscal year.**

**Article XV requires that the association keep a roster of all mortgages within the property.**

**Published by the board of 2005**