

**RULES
AND
REGULATIONS**

ESTACIO HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

Effective February 1, 2004

Revised 2015

INTRODUCTION

The Estacio Rules and Regulations are developed and adopted by the Association's Board of Directors to define the responsibilities of homeowners, tenants, and guests. As such, they expand and further clarify relevant sections of the HOA's governing documents. Adherence to the Rules and Regulations will allow our community to maintain its common elements while protecting individual rights.

The Estacio Rules and Regulations reflect appropriate city, county, state, and federal statutes where applicable and have been reviewed by legal counsel. The Board of Directors will revise these rules and regulations as needed.

It is understood that the Board of Directors and Management are responsible for enforcing the Rules and Regulations in a fair and consistent manner. It is further understood that homeowners, tenants, and guests are to abide by the Rules and Regulations.

Estacio has security cameras installed at the gates on Avenue 49, Shields Road and at the pool area. Owners requesting the camera footage to be viewed will be charged any cost associated to viewing the footage. Should a copy of the footage be required, the owner will also be charged for the cost of a flash drive for the camera footage.

I. ARCHITECTURAL CONTROL

1.1 No changes, alterations or additions of any kind shall be made in or to the common area without prior written approval of the HOA Board of Directors.

1.2 In order to maintain a uniform and attractive appearance throughout the community, no exterior improvement or modification shall be made to a private residence without the prior written approval of the Architectural Committee. Architectural Improvement Applications may be obtained through the Management Company. Recommended architectural guidelines are available through the Management Company.

II. CONDUCT AND BEHAVIOR

2.1 All individuals living in, visiting or working in Estacio shall be treated with respect and courtesy. No person shall interfere with or threaten any member of the Board of Directors, duly appointed Committee Members, Security officers, Management representatives or persons having lawful business in the complex. No person shall threaten or cause bodily harm, use abusive language or act in a loud and boisterous manner to the disturbance or annoyance of another. No person shall make verbal or physical threats to a neighbor, person, family, animals, or personal property such as vehicles, landscape or homes.

2.2 HOA Employees/Vendors: The Association's employees or independent contractors are agents of the Association as a whole and their direction is provided solely by the Board Directors through the Association's Property Manager. Owners/Occupants shall not direct employees and independent contractors of the Association in their work.

The Association's Property Manager manages all independent contractors of the Association and any comments regarding their performance or demeanor should be directed in writing to the Association's Property Manager or the Board of Directors.

2.3 No person shall interfere with the normal ingress and egress to the complex, loiter in or about the pool or entrances or interfere with the duties of the security officer on patrol/duty.

2.4 No person shall damage, destroy or alter any common area property, remove signs, commit acts of graffiti, malicious mischief or any type of vandalism within the complex.

2.5 No skateboards, roller skates, roller blades, bicycles, golf carts or other wheeled vehicles are allowed on sidewalks, or around the community pool and spa. Maintenance and Security vehicles, and vehicles used by disabled persons are exempt from this rule.

2.6 Solicitation of any kind in the Community is prohibited. Please do not solicit your neighbors, or any Resident of the Project. Please report any solicitation to the management company.

III. LANDSCAPE

3.1 The HOA's landscape contractor maintains all areas, which consist of all areas other than the individual homeowner's front and rear yards. No additions, changes or modifications can be made to the common area without written approval of the HOA's Board of Directors. Landscape Applications may be obtained through the Management Company.

3.2 No vegetation (tree limbs, palm fronds, vines) shall make contact with any roof.

3.3 No large trees, such as Tamarisk, Eucalyptus, or shrubs with invasive roots shall be planted in the rear, side yards, or near a common wall.

3.4 Landscape maintenance crews (with the exception of Owners) are permitted on lots from 7:00 am to 5:00 pm Monday through Friday and Saturday, 9:00 am to 3:00 pm. No exterior work by Vendors is permitted Sundays. Landscape/exterior maintenance by Owners which could cause inordinate noise is not allowed outside of Vendor hours.

3.5 Any vegetation planted along a shared block wall must be trimmed/maintained in a manner that does not allow encroachment on another neighbor's property.

3.6 A maximum of one (1) Citrus Tree may be planted in the rear or side yards only.

3.7 The cost of repair for any structural damage caused by vegetation planted by a homeowner in their front, side or rear yard will be the responsibility of the homeowner.

IV. PETS

- 4.1 Each resident shall be limited to two (2) pets. No Farm Animals shall be permitted.
- 4.2 In compliance with the City of Indio Ordinance #10-28-010 dogs are not allowed anywhere in the complex except within fenced yards, inside houses or controlled on a leash.
- 4.3 The City of Indio requires a license on all dogs and the license tag must be worn at all times.
- 4.4 Every dog or cat must be inoculated against rabies by the time it is four months old and at least every (3) years thereafter. Any dog or cat brought into the project, which has not been vaccinated within the previous twelve (12) months, must be vaccinated within seven (7) days from the date of entry.
- 4.5 Pet owners must carry a bag for waste and dispose of pet waste properly when walking their animals in the common area. Owners shall be fully liable and responsible for any damage, and/or disturbances, caused by their pets.
- 4.6 **NUISANCE:** No animal may be allowed to make noise disturbances when left outdoors for an extended period of time. If any pet creates a continual nuisance to other Occupants by barking or some other manner, the Board of Directors will follow due process to address the issue with the owner of the pet. Animal Control will be called.

NOTE: Please call the city of Indio Animal Control at 760-347-8522 for assistance.

V. PRIVATE RESIDENCES

- 5.0 A minimum of a 30 day lease is required. Estacio is a family community; the maximum number of occupants may not exceed two people per bedroom, as per City Ordinance. Owners may *not advertise a home for lease* for a period of less than 30 days on any short term rental site such as VRBO or Airbnb, etc. Fines may be assessed for advertisement of short term rentals in Estacio.
- 5.1 **HOME OCCUPATIONS:** Home Occupations shall mean any legal activity conducted by a Homeowner as an ancillary use within his/her primary dwelling unit. It is intended that Home Occupations shall be limited to use of the interior of the home (such as through the means of computer, fax, telephone, modem and reasonable mail), as set forth in the Association's Home Occupation Policy and for no other purpose. No Owner may advertise his or her Home Occupation in such a way which is visible from the exterior of the Unit. The Home Occupation may not involve illegal activity of any kind. Any marked increase in visitors or vendors resulting from the Home Occupation may be deemed a nuisance and is actionable by the Board of Directors. No shipping or storing of products for distribution purposes is permitted on the premises. A Home Occupation License is required from the City of Indio. The City requires the Homeowners Association in a Common Interest Development to sign off before it will issue a Home Occupation Business License.

5.2 **ADDITIONAL EXTERIOR LIGHTING:** The following residential lights are permitted: patio lights and low wattage flowerbed lights. No spotlights are permitted in the front, rear or side of the house. Maintenance and repair is the responsibility of the homeowner. Address lights and garage lights are the community street lights and must be on from dawn to dusk.

5.3 **DISH ANTENNAS:** Installation of a dish antenna is permitted, provided the antenna conforms to the written guidelines established by the Association and as permitted by law. An Architectural Variance Request Form must be submitted and approved in writing by the Architectural Committee prior to installation.

5.4 **FLAGS:** The American flag may be displayed at any time. American Flags flown at night must be properly lit and must conform to **Rule 5.2 ADDITIONAL EXTERIOR LIGHTING**. Standalone flagpoles in either the side or rear yards require a building permit and approval in writing by the Architectural Committee. Federal Guidelines for the display and maintenance of the American Flag must be followed.

5.5 **GARAGE DOORS:** Garage doors must be kept closed to avoid theft or invasion of property except when continued access is required while work is being performed. Garage doors may be left open for ventilation purposes to a maximum of (6) inches.

5.6 **HOLIDAY DECORATIONS:** Seasonal Holiday Decorations are permitted three (3) weeks prior to the actual day of the holiday. Holiday displays for Christmas and Hanukkah are permitted the week of Thanksgiving to January 15th. All decorations must be removed promptly and not permanently attached to the house, fence or left in yards.

5.7 **HUMMINGBIRD FEEDERS AND BIRD HOUSES:** Hummingbird feeders and birdhouses may be displayed in the back or side yards only. Bird feeders containing grain or seed are discouraged, as they attract rats and other rodents.

5.8 **SIGNS:** The only signs permitted to be displayed are **FOR SALE, FOR LEASE, SECURITY, or OPEN HOUSE SIGNS**.

- **FOR SALE OR LEASE SIGNS** – One (1) FOR SALE or FOR LEASE sign may be displayed. Sign must no more than 18" x 24", light beige background, rectangular with dark brown letters in plastic or metal. It is to be mounted on garage door; magnetic strips may be used for mounting on metal garage doors, or located in close proximity, not more than 3' from the garage door or wall.
- **OPEN HOUSE SIGNS** – Only one (1) OPEN HOUSE sign may be posted at the corner of Via Estacio and Avenue 49 and only one (1) directional sign on Via Estacio inside the community. One (1) additional "OPEN HOUSE" sign may be placed in front of the residence that is having the Open House, that sign may designate the Realtor's name.
- The "OPEN HOUSE" sign must be red and white in color and may not exceed 12" x 30" and must meet the standards of the Department of Real Estate. The City of Indio ordinance requires someone to be on the premises when such a sign is in place. All "OPEN HOUSE" signs must be removed each evening.

For Sale Signs other than those defined above are prohibited.

- **SECURITY SIGNS** - Two (2) Security Signs not to exceed 8" x 10" may be displayed. One (1) in the flower beds nearest to the front door and one in the rear yard. They must be from the Security Company that installed the system.

5.9 **TRASH** — Owners are responsible for their own trash pickup and should contract with the refuse company directly.

5.9.1 Trash is to be placed in closed suitable containers.

5.9.2 Trash/recycling pickup is on Friday. Trash and recycle containers may be placed at the curb the evening prior to pick up and must be stored no later than the day after pick up in an area that is not visible from the common area. If you leave during the week, please make arrangements with a neighbor for disposal.

5.9.3 No person shall dispose of or dump any waste, trash or any other materials in or on any common area, vacant property or property adjacent to Estacio.

5.9.4 Trash containers are to be kept out of sight in garages or fenced rear or side yards.

5.9 **WINDSOCKS AND SMALL DECORATIVE FLAGS** are prohibited.

5.9.1 **BASKETBALL HOOPS:** All basketball hoops or other recreational equipment are permitted to be out for day use and must be stored out of view in the evenings.

5.10 **GARAGE SALES:** Garage, Estate and Yard sales are strictly prohibited.

VI. USE OF AMENITIES

Homeowners are responsible for any damage done to any of the HOA's amenities by their family, guests, and tenants.

POOLS/SPAS

6.1 The community pool and spa are maintained for the use of the residents and their guests. Guests must be accompanied by the resident and are limited to two guests per household. Owners may request permission for birthday parties or other family gatherings from the Board of Directors. Requests must be submitted to the management company in writing. Any person using the pools may be required to prove to the HOA that they have rightful access to the pools. Residents must have their keycard/fob at the pool at all times. Any person who cannot show the keycard/fob to HOA staff will be required to leave. Pool Area hours are from 7:00 AM to 10:00 PM.

6.2 No bottles, glassware or break containers are permitted in the area surrounding any pool.

6.3 Trash, papers, cigarettes, matches and other waste must be disposed of properly.

6.4 Unduly loud and disturbing noise, including radio, will not be permitted.

6.5 Canvas umbrellas are to be lowered after use, to avoid damage by wind.

6.6 Gates are not to be left ajar or propped open. Climbing of fences is prohibited.

6.7 Children under 14 years of age are not permitted in the pools or spas without being under the direct supervision of an adult 18 years or older.

6.8 Infants in diapers are not permitted in pools or spas at any time.

6.9 No pets are permitted within the area surrounding the pool or in the pool or spa.

6.10 No running, diving, pushing, horseplay or roughhousing is permitted in the pool or spa.

6.11 Pool safety equipment shall be used for emergency purposes only.

6.12 Any misuse, or abuse or removal of furniture should be reported immediately to the Management Company or Board of Directors. Those who misuse or abuse pool furniture will be held responsible for the cost of repair or replacement.

6.13 Pool and spa thermostats are set at the direction of the Board of Directors. Changing them or tampering with them is a violation.

6.14 No hard or potentially injurious objects such as surfboards and hard balls shall be permitted in or around the pools.

VII. VEHICLES AND PARKING

7.1 Maximum speed limit within the complex is 25 MPH.

7.2 In compliance with the HOA's liability insurance and state law no person is allowed to operate a motor vehicle on the property without a valid state-issued driver's license.

7.3 Vehicles are prohibited from driving or parking in any area not designated for vehicle use. No vehicle shall be driven or parked on the grass or off road with the exception of maintenance and handicapped vehicles.

7.4 Parking and Storage

7.4.1 Residents shall park in their garage except for temporary parking in driveways or, in designated parking places within the common area. Homeowners may not park on street. Street parking is designed for temporary guests only. Authorized Visitors are permitted to park on the streets with a parking permit. Parking permits are available upon request from the management's office. Overnight guests may park one car in front of the host's residence.

7.4.2 Vehicles must be parked on the right side of the road facing the proper direction.

7.4.3 Vehicles shall not be parked within twenty feet (20) of a fire hydrant, mailboxes, or in a red or "No Parking" zone.

7.4.4 For security and safety reasons, street parking is prohibited between the hours of 12:00 Midnight and 6:00 A.M. unless parked in a designated parking area with a visible parking pass.

7.4.5 Motor homes, recreational vehicles, trailers, boats, commercial trucks or similar vehicles shall not be parked on the streets, driveways, and guest parking areas as designated. Homeowners may park in front of their home while loading /unloading the vehicle for a period not to exceed 48 hours. It is recommended that Management be alerted.

7.4.6 Vehicles creating a safety hazard and vehicles violating the Vehicle Code or HOA Rules and Regulations are subject to towing at the owner's expense.

VIII. VIOLATIONS

8.1 Any resident at Estacio may report violations of the Rules and Regulations. Violations may be reported to Avail Property Management at service@availhoa.com or 760-771-9546.

8.2 All violations are documented and a warning will be sent or given to the owner of the unit or vehicle in involved.

8.3 If the violation is not corrected or is repeated, the Board of Directors may revoke an owner/tenants common area privileges, assess fines or use any other means available to them until the violation is corrected.

8.4 Homeowners may appeal the action of the Board of Directors by requesting a formal Board Hearing. The request for a formal Hearing must be submitted in writing, to the Management Company at which time a date will be scheduled.

8.5 Violations that are governed by local Law Enforcement Agencies, such as pet disturbances, harassment, threats, or break-ins should be reported to the City of Indio Police Department by **calling 760-347-8522 or calling 911.**

8.6 Vehicle/ Motorcycle noise and moving violations should be reported to the Management Company at service@availhoa.com or 760-771-9546 or the City of Indio Police Department.

8.7 Collection of delinquent Monthly HOA Dues will be handled through the Association's representatives. The Association will use all means possible to collect including small claims. Owners are responsible for any and all costs to collect delinquent assessments. A lien may be placed on the delinquent owner's property, and will include attorney fees and court costs.

ENFORCEMENT PROCEDURES:

- A. **DUE PROCESS:** Prior to imposition of most fines or the suspension of rights, the violator shall be given written notice and an opportunity to correct the violation.

Except for those infractions where the enforcement guidelines provide for immediate fine(s) with no fourteen (14) day compliance period, upon receipt of a written notice of infraction under the Rules and Regulations, the Homeowner has fourteen (14) days to comply with the governing documents. On the 14th day, if compliance is not met, the HOA will impose *immediate fines*, and a fine will be assessed for each subsequent violation of the same continuing nature. Statements for said fines will be in writing and sent to the Homeowner.

- B. **ENFORCEMENT GUIDELINES:** Generally, though not necessarily, the Association will adhere to the following schedule for all infractions, except those infractions as specified below:

1. First Offense: Warning notice of violation and request to correct.
2. Second Offense: Automatic \$100.00 fine.
3. Third Offense: Automatic \$250.00 fine.
4. Fourth Offense and After: \$500.00 fine per each occurrence which shall accrue automatically every 2 weeks or until said violation is corrected or ceased.

The following are infractions that require compliance after written notice and a fourteen (14) day compliance period. If compliance is not met within the specified period, immediate fines may be assessed:

1. Infractions related to Landscape maintenance; i.e., failure to maintain weeds, dry creek beds, etc. to HOA standards. A courtesy notice shall be sent informing the owner of the violation. Compliance must be within 14 days. Each notice thereafter is as follows:

- a. First offense: Warning Notice with 14 days to comply.
- b. Second Offense: \$100.00 fine.
- c. Third offense: \$250.00 fine.
- d. Fourth offense and after: \$500.00 fine per each occurrence.

2. Infractions related to Missing Plants

- a. First offense: Warning notice with 14 days to comply.
- b. Second Notice: Immediate fine \$100.00
- c. Third notice: Fines increase to \$250.00
- d. Fourth Notice: Fines increase to \$500.00
Fines will be assessed every two weeks until the property is compliant.

3. Infractions related to non-functioning exterior lights

- a. First Offense: Warning Notice; Notification from HOA Security.
- b. Second Offense: \$100.00 fine.
- c. Third Offense: \$250.00 fine.

4. Exterior Lights and Holiday Decorations.

- a. First offense: Warning Notice with 14 days to comply.
- b. Second offense: \$250.00
- c. Third offense and after: \$500.00 per each occurrence

The following infractions will result in immediate fines with no fourteen (14) day compliance period:

1. Infractions related to unauthorized overnight parking. (12PM – 6AM)

- a. Any vehicle parked overnight on the street is subject to towing. Owners can obtain parking passes upon request. However the garage and then the driveway must be filled. A vehicle with a parking pass is subject to towing if there is space available in the driveway.
- b. Non-compliant vehicles parked overnight on the street may be assessed an immediate fine of \$250.00 if a tow truck is not available.

2. Infractions related to Trash Containers.

- d. First offense: Warning
- e. Second offense and after: \$50.00 immediate fine assessed per each occurrence.

3. Infractions related to “Quiet Enjoyment”:

- a. First offense: \$250.00 fine.
- b. Second offense: \$500.00 fine.
- c. Third offense and after: \$1,000.00 fine per each occurrence

4. Infractions related to RV and/or Trailer Parking:

- a. First offense: Warning Notice.
- b. Second Offense: \$250.00 fine.
- c. Third offense: \$500.00 fine.
- d. Fourth offense and after: \$1000.00 fine per each occurrence

5. Infractions related to Short term Rentals, fines are assessed daily.

- c. First Offense: \$1,000.00 fine per day.
- d. Second Offense: \$1,250.00 fine per day.
- e. Third Offense: \$1,500.00 fine per day.

6. Infractions related to short term rental Advertisements (less than 30 days).

- f. First Offense: \$500.00 fine.
- g. Second Offense: \$750.00 fine.
- h. Third Offense: \$1,000.00 fine.

The matter may also be sent to an attorney. Any attorney costs/fees incurred will be charged as an assessment, after due process has been provided. The association may also offer to submit the dispute to Alternative Dispute Resolution (ADR), pursuant to *Civil Code Sections 5965 and 5930*. Any costs incurred to the mediator or arbitrator is to be split among the parties. The association has the right to proceed with legal action to compel compliance with the documents. The prevailing party of any dispute is entitled to recovery of the attorney's fees and costs.

These steps may vary, and legal action may be immediately sought in the form of a Temporary Restraining Order where appropriate. Payment of an assessment or fine does not eliminate the Owner's obligation to correct the violation. Nothing contained herein shall be interpreted to limit or eliminate case-by-case discretion on the part of the Board of Directors with respect to imposition of disciplinary action.

C. COMPLAINT PROCESS:

To start due process, a complaint that a rule has been violated must be provided to management. The complaint must include the address of the property where the violation occurred. Due process includes, but is not limited to, fining, special assessing, and when appropriate instituting legal action. However, nothing in this section obligates or requires the Board of Directors, its authorized committees, or agents, to take action against an individual owner or occupant. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

Anonymous letters or complaints will not be acted upon unless the noted violation can be visually verified by way of an inspection of the property or photographs. Additionally, while the Board of Directors will not routinely provide the identity of the resident alleging the violation, it does not guarantee that their name remains anonymous, or has any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the resident alleging the complaint should be prepared to come before the Rules Committee to discuss their claims. If applicable, the resident alleging the violation should try to obtain photographs as evidence of the violation.