

Rules and Regulations
The Groves at Carmel Del Mar Condominium Association

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PREFACE

Living in a condominium can be a happy and rewarding experience. This information Handbook has been developed by your Association for the purpose of protecting The Groves at Carmel Del Mar's community property and making condominium living a pleasant experience. Please read it carefully and be sure your family, tenants and guests understand the rules fully. If there are any questions, please contact the Management Company employed by the Homeowner's Association (HOA). All owners should have copies of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and By-laws of the Groves Community Association. We urge you to read both of these documents since they set forth in complete and detailed form the rights, duties and obligations of each homeowner. If there is a conflict between the CC&Rs, the By-laws and/or the Rules and Regulations, the updated CC&Rs prevail. If you do not have copies of these documents, they can be provided. Please send your request in writing to the Management Company. A charge to cover printing and postage will be made.

EMERGENCY NUMBERS

POLICY/FIRE/PARAMEDICS

EMERGENCY USE ONLY 911

POLICE DEPARTMENT 236-6566

COMMUNITY ALERT 236-6821

(Crime Prevention)

FIRE DEPARTMENT 238-1212

POISON INFORMATION CENTER 294-6000

ANIMAL CONTROL/POUND 297-4791

MANAGEMENT COMPANY

EMERGENCY 296-6225

DIRECT LINE/VOICE MAIL 497-6557

SECURITY/ON-SITE GUARD 993-7707

SAN DIEGO TOWING 753-7771

THE GROVES AT CARMEL DEL MÉR CONDOMINIUM ASSOCIATION

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SECTION I GENERAL INFORMATION

Patios

These areas are to be considered as an aesthetic addition to the building and should be used in good taste so as to be generally attractive and not offensive to other residents.

Parking

In order to keep our fire insurance rates down, to facilitate access to our buildings in case of emergency, and to keep our parking spaces available for residents and visitors, your Board of Directors retains the services of a towing company. The name and number of the towing company is posted on the entrance sign to the Groves. Please call them if your car is towed. Since towing is expensive, you may avoid this expense by parking in your garage and/or designated parking spaces.

Noise Control

Noise can be a problem anytime, and particularly during the summer months when windows are open. Noise echoes through pathways, driveways, recreational areas and across fences. Please be considerate of those living close to you and the rest of the community by keeping noise volume low.

Parents and hosts are responsible for their children or their children's guests. No one may disturb other residents by yelling and screaming in any part of the community. This is particularly important to follow while in the pool area.

Loud radios, televisions, musical instruments, party activities, barking dogs, car horns and alarms, and extended warm-up of car engines can be very annoying to residents since we all live in such close proximity. Please be considerate of others, and remember that your neighbors may not keep the same hours that you do.

Recreation Facilities

Recreation facilities are for the exclusive use of residents. To prevent the use of the recreation facilities by unauthorized individuals, residents and their guests are encouraged to introduce themselves to other residents.

Residents should consider the rights of other residents and limit the number of guests using the recreational facilities to six (6).

Insurance

A master insurance policy for the Groves at Carmel Del Mar is renewed each year by the Board of Directors. As of the date of publication, September 1994, the current policy coverage includes fire, liability and earthquake damage to the structure ONLY, but is subject to change. It does NOT cover floor coverings, windows or contents of the unit.

The Board of Directors recommends that all homeowners/residents carry their own proper insurance to cover the contents of their living unit and garage, to include floor coverings, windows, the metal or wood frames and tracks of glass around the doors and windows enclosing the living unit or garage. Individuals may obtain a loss assessment endorsement on their individual policies. For additional information on the master insurance policy, the homeowner/resident should contact the Management Company.

Maintenance

Each resident is responsible for the maintenance of the interior of the living unit and garage. This includes the equipment and fixtures in the unit and its interior walls, ceilings, windows, doors and garage door hinges. It also includes television cable equipment and other utilities servicing the living unit, that have portions or outlets within the unit.

Homeowner Assessment Fee

The monthly installment of regular assessments are delinquent if not paid within thirty (30) days after the due date, on the first day of each month. Assessments deemed delinquent are subject to a \$10.00 late fee.

Tenancy Reporting

HOMEOWNERS ARE REQUIRED TO REPORT TO THE MANAGEMENT COMPANY THE NAMES AND TELEPHONE NUMBERS OF ALL TENANTS RESIDING IN THEIR LIVING UNIT.

SECTION II

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 The Groves at Carmel Del Mar Condominium Association. The Rules and Regulations are intended as a guide to the conduct and activities of all members, lessees, and residents and their guests, to the end that everyone living in and using the facilities will enjoy maximum pleasure without annoyance or interference from others. The Groves at Carmel Del Mar Association falls under the jurisdiction of the City of San Diego and all ordinances and codes apply.

Article I - Enforcement

- 1.1 Any and all disputes under the Rules and Regulations including, but not limited to, their interpretation, enforcement, and imposition of fines and/or attorney costs shall be resolved by the Board of Directors. The Board shall have final jurisdiction in such disputes and its decision(s) shall be final and binding. A homeowner can appeal the imposition of a fine by filing written notice of his or her intention to appeal with the Board.

The action imposing the fine shall then become ineffective until the fine is unanimously approved by all Board members at a regular or special meeting of the Board at which all Board members are present. The homeowner or other person to be fined can appear and be heard at the Board meeting.

1.2 Any homeowner has the right to enforce any established Groves at Carmel Del Mar rule. Anyone refusing to abide by the rules is subject to action by the Board of Directors.

The Management Company, acting for the HOA, has been instructed by the Board to require all persons residing in the Groves at Carmel Del Mar to comply with the provisions of the Rules and Regulations, By-laws and CC&Rs. If there is a violation thereof, the Management Company is authorized by the Board of Directors to do any one or more of the following:

1.3.1 Send a written notice to the violator and notify the Board of Directors.

1.3.2 If the violation continues, a 2nd written notice will be sent and will include an invitation to appear before the Board. This invitation is an opportunity to appear before the Board for a hearing, at which time the Board will consider whether to impose a fine or other penalties as a result of the violation.

1.3.3 If found in violation: a fine of \$25.00 may be imposed, community privileges may be suspended up to one month, fines may be added to the monthly assessment, and /or legal action may occur, the cost of which will be the homeowner's responsibility.

Article 2 - Common Area

2.1 Homeowners are responsible for payment of all cost of repairs for any damage to the Groves property and equipment caused by themselves, members of their families, their guests or tenants.

2.2 Common area equipment, i.e., time clocks, sprinklers, outdoor lighting, etc., are to be adjusted and set by authorized personnel only, and not by residents.

2.3 Destruction of Property.

2.3.1 As applied to the living units, the homeowner shall in such event reconstruct it as soon as reasonably practical in accordance with the original plans and specifications or Board of Directors approved modifications.

2.3.2 As applied to the common area, each homeowner is liable to the HOA and shall reimburse it for any and all expenditures incurred in repairing or replacing damage to any items caused by the homeowner or any occupant of the homeowner's living unit.

2.4 Garage doors are to be kept closed except when entering or leaving, washing cars, or when a resident is clearly and visibly engaged in an activity which requires an open garage door.

2.5 Residents are ABSOLUTELY NOT PERMITTED on the roofs of the buildings. The roofs are common property.

2.6 Residents are permitted to plant small annuals and perennial only in the common area designated exclusive use (i.e. patios). Residents or homeowners are responsible for maintenance and removal of plants when dead, unsightly or overgrown. Trees may be planted in containers only.

2.7 Plantings in the common area can be removed at the discretion of the Board of Directors, the Landscape Committee or Landscape Company personnel.

2.8 No trees, bushes, berries and other common area landscaping are to tampered with at any time.

2.9 No one should walk on the banks and plants in the common area.

2.10 The Board of Directors is not responsible for the lawn sprinkler system wetting cars parked in the Groves at Carmel Del Mar. Faulty sprinkler heads should be reported to the Management Company or to landscape personnel.

2.11 Walkways and front areas must be kept clear of play equipment (bicycles, toys, etc.), plants, or any other storage at all times.

2.12 Garage sales may be held on two days a year. These days will be announced at the annual meeting, appear in the monthly newsletter and be available by contacting the Management Company.

2.13 Soliciting is not permitted at any time within the Groves at Carmel Del Mar. It is the responsibility of every resident to notify solicitors of this regulation.

Article 3 - Trash Regulations

3.1 Residents are responsible for picking up their own trash spilled on common areas and disposing of it in the proper containers or receptacles. All plastic bags must be securely tied. Residents should double-bag all kitty litter for disposal.

3.2 Large cartons and boxes must be broken down and tied before placing in the trash area or they will not be picked up.

3.3 Large discarded items, such as furniture, mattresses, etc., do not belong in the trash area. Homeowners and residents are expected to dispose of these items properly at an authorized dump site or arrange for special pick-up by a licensed contractor.

3.4 Any hazardous materials (i.e., paint, solvents, oil, thinner, etc.) should not be disposed of in the regular trash. Contact the City of San Diego for the appropriate disposal site.

3.5 Trash is to be put out no earlier than 6:00 P.M. on the day prior to pick up. Garbage cans, trash receptacles, recycling boxes, etc., should be removed from the trash area on the pick up day and returned to the garage.

3.6 Trash pick-up is on Tuesday for even numbered units and Thursday for odd numbered units, except holiday weeks when it is delayed one day. For exact date changes, check the schedule provided by the Management Company.

3.7 Recycling pick-up is Thursday for all units. The Management Company publishes a detailed schedule annually.

Article 4 - Noise Control

4.1 Noise from car horns, car alarms, extended warm-up of car engines, sound systems, barking dogs, etc., must be restricted to a level that does not disturb other residents.

4.2 In consideration of the living units immediately surrounding the pool and spa area, noise must be kept to a reasonable level.

4.3 Contact the nightly patrol at 993-7707 and it is in your best interest to contact City of San Diego Neighborhood Code Compliance at 236-7194 for all noise abatement issues.

Article 5 - Recreational Facilities

5.1 The designated recreational facilities are: the pool, the tennis courts, the jacuzzi, the sauna and the children's play area. These areas are open from 8:00 A.M. to 10:00 P.M. daily.

5.2 Recreational facilities are for the exclusive use of residents. Guests must be accompanied by a resident when using any of these facilities. Special contracts or agreements between homeowners and tenants allowing non-resident owners the use of The Groves at Carmel Del Mar recreational facilities are not valid.

5.3 Recreational facilities are not to be used for individual or group lessons.

5.4 Skateboarding is not permitted in the Groves at Carmel Del Mar.

5.5 Smoking is not permitted while in the pool, jacuzzi, sauna, clubhouse, or pool area restrooms. If you do smoke on the pool or jacuzzi decks, please use appropriate ash trays.

5.6 General rules of good conduct and dress should be observed at all times. This includes no running, pushing, or boisterous behavior. Voices should not be raised above a moderate level.

5.7 Resident ID tag is to be available for inspection upon request of rules enforcement officer, board member or any resident of The Groves at Carmel Del Mar.

5.8 Anyone using the recreational facilities does so at their own risk, responsibility and liability.

5.9 Playing in the streets and alleys is not permitted.

5.10 No rollerblading or bicycling on the sidewalks.

5.11 Use of Club Room Facility:

5.11.1 Any resident may reserve the private use of the Club Room at The Groves at Carmel Del Mar by filling out a request form. This form and a copy of the rules for use of the room may be obtained from the Management Company. See appendix for sample.

5.11.2 The Clubhouse may be reserved by a resident over the age of eighteen (18) years for personal or social purposes only. Once properly reserved, the clubhouse may be used by any age of persons under that residents' supervision. No fund raiser functions are permitted.

5.11.3 Users of the Club Room facilities must comply with all the rules and regulations of the HOA. The Club Room must be vacated by 10:00 P.M.

5.12 Keys for the gates to the pool and the property may not be duplicated. There is a \$50.00 non-refundable replacement fee for each key lost. Both the pool and property gate keys must be provided to the new homeowner or tenant.

Article 6 - Pool, Jacuzzi & Sauna

6.1 Pool Hours - 8:00am to 10:00pm; seven (7) days a week.

6.2 Lap Swimming Hours - 8:00am - 9:00am, 2:00pm - 3:00pm and 7:00pm - 8:00pm; seven (7) days a week.

6.3 The HOA does not provide lifeguard supervisory service. Any injuries incurred are not the responsibility of the Association.

6.4 Children under 14 years of age must be accompanied by an adult 18 years of age or older when using the pool, jacuzzi or sauna.

6.5 Babies must wear rubber pants and diapers when in the pool.

6.6 Ball games, pool games, diving, cannon balling, running or boisterous play of any kind are not permitted in the pool or jacuzzi. Voices must be kept to a normal level in the pool area.

6.7 Only unbreakable containers are permitted in the pool, jacuzzi and sauna areas.

6.8 Pool furniture is to be used on the decks around the pool and jacuzzi, not in the pool or jacuzzi. Removal of pool furniture from the area is strictly prohibited.

6.9 Pool area safety equipment (life ring and pole) is not to be played with as this equipment must be available at all times for use in an emergency.

6.10 Bicycles, roller skates, skateboards and animals are not permitted in the pool, jacuzzi or sauna areas.

6.11 Throwing of non-floating items, such as rocks, marbles, coins, etc., into the pool or jacuzzi is prohibited. Use of floatation aids and toys must not interfere with the use of the pool by others. All other floating devices i.e. rafts, boats, etc. are prohibited.

6.12 Entry to the pool area shall be through the gate only. Climbing over the fence or gate is prohibited. The gate must be closed and locked at all times.

6.13 Individuals with open cuts or wounds are not permitted in the pool or jacuzzi.

6.14 Usual and customary swimming attire is required.

6.15 Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pool or jacuzzi. Persons observed doing so will be assessed the cost of draining, cleaning and refilling the pool or jacuzzi.

Article 7 - Tennis Courts

7.1 Use of tennis courts is based upon a first-come first-serve basis. However, players may sign-up, using the sign-up board, for a one-hour period for singles and a two-hour period for doubles up to one week in advance.

7.2 A resident and guest(s) may not use both tennis courts in the same time period if there is another resident waiting to play.

7.3 Proper white-soled tennis shoes and attire are required. Dark-soled tennis shoes are not permitted on the courts.

7.4 Tennis courts are to be used for tennis only. Bicycles, roller skates, skateboards, or toy vehicles are not permitted on the courts. No other sports or games are permitted on the courts.

7.5 No breakable containers, food or animals are permitted within the tennis court fenced area.

7.6 Smoking is not permitted inside the tennis court area.

7.7 Tennis Court hours are 8:00 a.m. to 10:00 p.m.

7.8 All rules of tennis etiquette shall apply.

7.9 No tournament may be held without approval by the Board of Directors.

7.10 Private lessons are prohibited.

Article 8 - Animals

8.1 No more than two domestic dogs or cats may be kept as household pets within any one living unit. No livestock or poultry of any kind permitted.

8.2 Dogs must be on a leash at all times and under personal control when outside the living unit or patio enclosure.

8.3 Any litter deposited by pets on lawns, sidewalks, paths or other common areas must be removed immediately by the owner of the animal involved.

8.4 Residents must not allow their animals to urinate on plants and shrubs.

8.5 Residents will be responsible and liable for any personal injury or property damage caused by their animals.

8.6 Animals are not permitted to make excessive noise.

8.7 The Board reserves the right to expel any animal which becomes a nuisance to others.

8.8 No animals of any kind shall be raised or bred in any unit for commercial purposes.

8.9 Residents who are disturbed by an animal are urged to first contact the owner and, if unsuccessful, contact the Management Company or the Animal Control Department.

Article 9 - Vehicles and Parking

9.1 The garages must be used for the parking and storing of resident vehicles. Use of garages for storage of personal items rather than parking is prohibited without prior Board approval. The designated parking spaces are available for an additional car and visitors.

9.1.1 In the following instances, cars WILL BE TOWED at the owner's expense:

- a. Cars parked in the red zones will be towed immediately and without notice.
- b. Cars blocking garage or property access will be towed immediately and without notice.
- c. Parked trailers, motor homes, boats, cab-over-campers, commercial vehicles and trucks over one ton will be towed immediately and without notice.
- d. Cars not parked properly or outside of designated parking areas will be ticketed and then subject to towing.
- e. Cars remaining unmoved over 72 hours will be ticketed and then subject to towing.

9.2 Any vehicle parked in a designated parking space must park within the markings of the stall. No vehicle may park in a space whose length is longer than the space stall marking or whose width is either wider than the space or interferes with ingress or egress for the vehicle in the adjacent stall.

9.3 Trailers, motor homes, boats, cab-over-campers, commercial vehicles and trucks over one ton shall be parked or stored outside of The Groves at Carmel Del Mar except for loading or unloading.

9.4 Automobile repairs, oil changes and engine overhauls shall not be done in or on the common area.

9.5 No motor vehicle shall be left in a condition that will constitute a fire hazard.

9.6 No motor vehicles shall be parked or operated on any sidewalk or green belt area.

9.7 Garages may not be used for the operation of part-time or full-time business activities, or for living quarters.

9.8 Residents are responsible for any parking violations of the parking rules by their guests.

9.9 THE PARKING AREA NEAR THE TENNIS COURTS IS TO BE USED FOR PARKING ADDITIONAL CARS OR EXTENDED PARKING. THIS ALLOWS FOR ACCESS TO DESIGNATED PARKING SPACES FOR ALL RESIDENTS AND GUESTS.

9.10 All cars parked within the Groves at Carmel Del Mar must have current automobile registration exhibited.

9.11 Residents are responsible for notifying the Management Company of any cars that will be parked in one spot for over 72 hours. This will avoid possible ticket and towing inconveniences and charges.

9.12 Violation of the parking rules of The Groves at Carmel Del Mar subject the violator, without warning, to citations from the police and fire departments, fines, and the towing away of the vehicle at the owners expense.

Article 10 - Architectural Control

10.1 The Board of Directors has architectural control over both the exclusive and nonexclusive use portions of the common area

10.1.1 No changes or additions to the exterior of the living units (including the planting of trees, installation of antennas, satellite dishes, walls, fences, patio or deck covers, exterior painting, etc.) may be made unless approved by the Board of Directors prior to starting any work.

10.1.2 No work shall be done which will change existing drainage patterns.

10.1.3 Timely completion of any approved architectural request is the responsibility of the homeowner. Work must be completed within one year of approval of the Board of Directors or a new architectural request will be required.

10.1.4 Any damage to common property plants during the course of any architectural work is the responsibility of the homeowner. Any common area damage will be repaired under the direction of the Board of Directors at the homeowner's expense.

10.2 No installation of air conditioning units is permitted without prior Board approval.

10.3 No exterior clotheslines are permitted.

10.4 No miscellaneous equipment or materials, such as bicycles, strollers, towels, woodpiles, trash etc., may be visible outside of any living unit.

10.5 All patios must be maintained in a neat and attractive manner.

10.6 Exterior screen doors must be approved by the Board prior to installation.

Article 11 - Signs

11.1 Only one "For Sale" or "For Rent" sign, not to exceed 18" x 24", is permitted to be displayed for public view from the inside of a living unit.

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11.2 No real estate sign hung on a 4' x 4' post is permitted within the Groves at Carmel Del Mar or on the slopes around the project.

11.3 Real estate signs must not be nailed to any living unit, including the garage, or it will be removed.

Article 12 - Rental Requirements

12.1 No short term, less than six (6) months, rentals of living units are allowed in the Groves at Carmel Del Mar.

12.2 All homeowners must provide their tenants with a copy of the CC&Rs plus the Groves at Carmel Del Mar Rules and Regulations Handbook. All tenants must comply with all the Rules and Regulations, the By-laws, and the CC&Rs pertaining to the Groves at Carmel Del Mar community. Any lease provisions which are in conflict with the Rules and Regulations, the By-laws, or the CC&Rs are considered null and void.

12.3 Each homeowner is responsible for providing the HOA with the names and telephone numbers of their tenants. This information is to be provided to the Management Company prior to the tenant's occupancy.

APPENDIX

THE GROVES AT CARMEL DEL MAR

APPLICATION FOR CLUBHOUSE RESERVATION

Host/Hostess Name: _____ Phone: _____
 Address: _____
 Date of Function: _____ Hours: _____ am/pm to _____ am/pm
 Type of Function: _____ Number of Guests: _____

1. Contact The Walters Management Company at 296-6225 to make tentative reservations.
2. Complete this form and return to The Walters Management Company at 2251 San Diego Avenue, Suite A-250, San Diego, CA 92110, along with a check in the amount of \$100 made payable The Groves at Carmel Del Mar. This check will be held as a deposit and will be returned if all rules are complied with (see attached).
3. Contact any Board member 48 hours in advance to set-up pre-function and post-function inspections.
4. Have this form signed by authorized person (Board member) and return to The Walters Management Company for your refund; absolutely no refunds without appropriate pre-function and post-function inspections and authorizations.
5. Forms must be return within seven (7) days of your function or no refund will be made.
6. Failure to comply with all rules and procedures is cause for immediate cancellation of function, forfeiture of deposit and/or fine.

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The owner or applicant agrees that, except as a result of the active negligence of the Groves at Carmel Del Mar Condominium Association, the owner will indemnify, hold harmless and defend the Association from any claims, losses, expenses or any cost whatsoever including, but not limited to those resulting from bodily injury, including death, and/or damage to property of: third parties, the owner, the Association, its owners, directors, officers, employees, arising out of the function reserved herewith.

I certify that I have read and understand the Rules for Clubhouse Reservations (see attached) and agree to assume fully responsibility thereof.

Signed: _____ Date: _____

Host/Hostess

Signed: _____ Date: _____

Board Member