

*San Elijo Hills I Homeowners' Association, INC.*

*A Non-Profit Organization*

*P.O. Box 232*

*Solana Beach, CA 92075*

*Not for Profit I.D. Number: 51-*

*0204412*

# *Policy Manual*

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# *San Elijo Hills I Policy Manual*

## **1.0 Welcome to San Elijo Hills #I**

**Welcome to our beautiful neighborhood!** As a homeowner, you have become a part of our community and we are happy to have you. We have prepared this short introduction to acquaint you with our Homeowners' Association to reinforce some of the information you have already received as part of the house purchase process.

### **1.1 History of the Lomas Santa Fe Area**

The Lomas Santa Fe area was deeded from public lands by the United States Government to George. F. Judson on October 5, 1885. Through a series of eight more transfers of ownership, the land finally vested with Lomas Santa Fe, Inc., a development corporation on April 22, 1966. They Master Planned and built the community that you see today, with the Lomas Santa Fe Country Club as the centerpiece. The first units of San Elijo Hills were constructed in the early 1970's. Each original homeowner possesses a Chain of Title document from the King of Spain through to the homeowner. We believe that this is one of the finest living areas in San Diego County.

To ensure that the area would remain a pleasant place to live and ensure that property values would be maintained evenly throughout the area to the benefit of the owners, **Lomas Santa Fe, Inc., established Protective Covenants and Restrictions (PC&Rs) that run with the land and are binding on all parties who so acquire the land.**

### **1.2 Who Are We?**

**We are the San Elijo Hills I Homeowners' Association (SEHOA).** We are a non-profit, California Corporation, established by the original developer, Lomas Santa Fe Inc., and directed toward serving the San Elijo Hills area. Our membership is made up of homeowners like yourselves. We have By-laws based on the PC&Rs that call for a 7-member Board of Directors, elected by the membership. All Board members are San Elijo Hills Homeowners who volunteer their time. The Board meets monthly and meetings are open for all who wish to attend. Approximately every quarter the Board sends all homeowners a newsletter, along with occasional information letters. Yearly, there is a full membership meeting for the purpose of reporting, discussion of major issues, and to hold elections for the Board members. There is one vote for each home, or 192 votes in all. Membership in the association is automatic when you become a homeowner in San Elijo Hills I.

### **1.3 Why Are We?**

The Board exists to carry out the provision of the PC&Rs in the manner prescribed within the By-Laws. Most of the provisions in the PC&Rs reflect the elements of simple common courtesy in how we treat our neighbors with respect to what they have to see and hear. They also contain the esthetics and mood of the area intended by the developer. This includes the look and feel of the neighborhood, which follows the Spanish/ranch architectural style.

The Board has over the years undertaken an evaluation of all the provisions in both the PC&Rs and the By-Laws. The evaluation included the solicitation of comments and recommendations from all the homeowners. The proposed changes were submitted to each homeowner for their vote. The resulting amendments were officially recorded with the County Recorder's office and became an official part of the PC&Rs and By-Laws. A copy is enclosed in this package. For day-to-day management of the association, some policies and procedures that support the PC&Rs and the By-Laws have been printed in this manual. We encourage you to read the PC&Rs and the By-Laws as well as this manual.

## **1.4 Management of Association Business**

**An accounting firm has been hired by the Association to handle dues, and fees collection.**

1.4.1 Nominal annual Membership Dues are currently payable on March 1st of every year. This fee covers costs such as mailing, publications, management company expenses, and nominal legal expenses.

1.4.2 The annual Maintenance Fee (not to be confused with the Annual Membership Dues) is currently payable in two payments on September 1st and March 1st of every year. These fees pay for the water and maintenance of the trees and vegetation on the common slopes that are prevalent throughout the development.

1.4.3 The Membership Dues and Maintenance Fees are collected by the accounting firm.

## **1.5 Making changes to exterior of properties within the HOA**

**1.5.1 All changes to the exterior of your home whether it is landscaping, painting, (even if repainting the same color), minor changes in windows and/or doors, or any exterior remodeling, must be submitted in writing on the San Elijo Hills I Homeowners' Association Architectural Approval Request Form to the accounting firm and approved prior to starting any project. See Appendix A for the architectural approval form for your use when requesting approval.**

## **2.0 Board Member Selection Revised 8/2016**

2.1 At the May Board meeting, the Board will approve solicitation of the general Membership who are interested in serving on the Board. A solicitation flyer will be approved by the Board and Members will determine a plan to deliver it to each resident.

2.2 In June of each year a ballot, with a list of the members interested in serving on the Board and their qualifications, will be mailed to general Membership with instructions to vote for seven of the candidates. The ballots will be collected and tabulated by the HOA's accounting firm and the results reported to the Board.

2.3 At the conclusion of the July Annual Board Meeting the sitting Board will announce the results of the election. The meeting will then adjourn and reconvene with the new Board members who will select the officers of the Board.

2.4 Vacancies occurring between general elections shall be filled through solicitation of the general Membership and the Board selecting the new member or members by majority vote.

**3.0 Exterior Paint Colors Policy**  
**Revised: 9/2003**

In January of 1995 and most recently, August of 2003 a vote of the members of the San Elijo Hills I HOA approved new and expanded colors for exterior painting. A written request on the San Elijo Hills I HOA Architectural Approval Request Form and a color sample must be submitted to the Architecture Committee and a written approval received BEFORE any painting begins.

The color choices are listed below:

<b>Color Ranges</b>	<b>Primary Exterior Color</b>	<b>All Decorative Wood Trim &amp; Fascia</b>	<b>Window Casings</b>	<b>Fences, Gates &amp; Railings, Including Metal or Wood</b>
White, Beige, Cream, Taupe	Yes	Yes	Yes	Yes
Light sage	Yes	Yes	Yes	Yes
Light peach	Yes	Yes	Yes	Yes
Patina green	No	Yes	Yes	Yes
Forest/evergreen	No	Yes	Yes	Yes
Olive	No	Yes	Yes	Yes
Pale yellow	Yes	Yes	Yes	Yes
Wheat	Yes	Yes	Yes	Yes
Light Brown	Yes	Yes	Yes	Yes
Medium, Dark brown	No	Yes	Yes	Yes
Light gray	Yes	Yes	Yes	Yes
Black	No	No	No	Yes

3.1.2 Some specific colors NOT Approved:  
 Kelly green, lime green, blue, blue gray, aqua, rust, orange, maroon, burgundy, pink

**3.2 Approved Exterior Door Colors**

3.2.1 Front entry doors can be any color of the homeowner’s choice.

## 4.0 Side Yard Easements

### Revised: 7/2016

In accordance with the Article XIV, Side Yard Easements, of the PC&Rs the Board has established a policy for windows and doors installation and replacement which encourages maintaining privacy for our homeowners. A written request on the San Elijo Hills I HOA Architectural Approval Request Form must be submitted to the Architecture Committee and a written approval received BEFORE any changes to windows or doors are made.

### 4.1 Rights/Responsibilities

Definition of terminology includes: Easement- a right to use someone else's property for a certain specified purpose. The person who holds the right to use another's property is said to hold the "dominant tenement", while the person whose property is subject to the other's use is said to hold the "servient tenement." In San Elijo Hills the easements were created by deeds.

4.1.1 Rights of the Servient Tenement Owner. Article XIV of the PC&Rs provides that the servient tenement can, at all reasonable times enter the easement area to perform any work necessary for the maintenance of the servient tenement owner's home and can cross over the dominant tenement's yard to do so. The servient tenement owner of the lot may also drain water over, upon or across the easement area (with certain limitations), and that the owner of the dominant tenement cannot do anything on the easement area which interferes with the servient tenement owner's drainage across the easement area. The owner of the servient tenement lot may also seek judicial relief preventing the owner of the dominant tenement lot from attaching anything to the servient tenement owner's walls or buildings. The servient tenement owners can place in the easement area, roof overhangs, eaves, rain gutters, cable lines, etc. provided such items are at least 7 feet above surface grade.

At San Elijo Hills, the side yard easements are strictly for recreational and gardening use. While the owner of the dominant tenement may place patios, patio slabs, irrigation, etc. on the portion of his neighbor's lot which is subject to the easement, the owner of the dominant tenement may not use the easement for any "permanent installation of any sort, such as a swimming pool...plumbing installations (other than sprinklers), or recreational sports equipment and facilities..." Article XIV.

In making entry, good sense dictates as much advance notice as possible, though there is no law or provision of the easement which dictates how much notice, or whether such notice must be in writing. Further, good sense dictates that no entry is attempted where to do so would result in a breach of the peace. If two owners are so much at odds with each other that they cannot agree on when an entry may take place, then perhaps the owners should be encouraged to mediate such disputes. San Diego Mediation Center offers a low-cost, fast mediation session well-suited to this type of dispute. If this fails, the owners may be forced to resort to litigation to define rights of entry.

Liability of Dominant Tenement Owner for Damages Caused by plantings in the Easement. A person injured by another's tree roots has three possible remedies: get an injunction from the court, ordering the owner of the tree to control the roots, sue for damages for the injury caused by the roots, or "self-help" (severing the roots at the property line (in this case, at the edge of the easement.) The ability to indulge in self-help, however is tempered by the doctrine of reasonableness: whatever self-help the injured owner indulges in must be reasonable in light of

the actual damage. Thus, he cannot cut-off a root and kill the tree if lesser means of control are easily available.

## 4.2 Windows

Any changes or additions to windows on the servient tenements side of any home shall follow the existing size and placement of windows according to the original design and intent of the home.

4.2.1 Larger windows or windows placed at a different level on the servient tenements side will only be approved on homes without the dominant/servient (zero-lot-line) situation and with a solid fence erected between both affected properties.

## 4.3 Doors

Doors will only be approved on homes without the dominant/servient (zero-lot-line) situation and with a solid fence erected between both affected properties.

## 4.4 Decks

Second story decks on servient tenement owner's structure must be no closer than 15' from dominant tenement owner easement side of the structure to provide privacy for the dominant tenement side-yard, unless other privacy features can be provided.

## 5.0 Roofing Policy

**Adopted: 12/10/97 Revised: 4/02, 8/16**

To assist homeowners, the Architectural Committee\* has compiled and made available a list of "pre-approved" brands, model numbers, and colors of roofing materials. The committee shall also, upon written request on the San Elijo Hills I HOA Architectural Approval Request Form and receipt of physical samples, consider additional brands, model numbers, and colors. **See the HOA's web site [www.sanelijohills1.org](http://www.sanelijohills1.org) for up to date list of approved roofing brands, model numbers, and colors.** If you do not have access to the Internet please send a written request to: San Elijo Hills #1 HOA; P.O. Box 232; Solana Beach, CA 92075, and a copy of the list will be mailed to you.

Written approval of the Architectural Committee is required prior to beginning work. Whether or not a particular roofing product is on the "pre-approved" list, an Architectural Approval Request Form must be submitted to the Architecture Committee and a written approval received BEFORE re-roofing is begun.

5.1 The PC&Rs have the following roofing material restrictions:

*The roofing materials to be used shall be Mission Tile, Clay Fired Flat Tile, or Concrete Flat Tile products, or heavy hand-split Cedar Shakes. Other quality roofing materials may be submitted for review by the Board, but in no event will composition shingles be used.*

Since heavy hand-split Cedar Shakes is no longer allowed by State Fire Code, a simulated aged hand-split cedar shake (i.e., dark brown in color, with same thickness and ridging) will be allowed as a substituent.

## **6.0 Slopes Maintenance Policy**

**Adopted: 8/2016**

### **6.1 Purpose**

The purpose of this policy is to provide guidelines for the maintenance, beautification and protection of slopes within the HOA that have slope maintenance easements. These guidelines include the maintenance of the irrigation and drainage system which are required for the maintenance of the slopes.

Since the slopes are visible to all who live or visit the HOA, their condition has a direct effect on the ambiance, character and property values of all properties within the HOA. Additionally, the slopes provide a wildland fire buffer to homes within the HOA. Therefore, all property owners benefit from the proper maintenance and beautification of these slopes

### **6.2 History**

The developer of San Elijo Hills #1 originally planted the slopes and for three years maintained them. That maintenance ended on October 31, 1976, and individual home owners were expected to maintain their own slopes. Eight water meters were installed for the irrigation system and voluntary donations were collected to pay for watering the slopes. After 18 months, the home owner decide this system was not working and the HOA went to the County and asked them to form a benefit assessment district to collect the needed funds for the slope maintenance. In 1978, the Board of Supervisors voted to form the district, and on November 21, 1979 a Deed of Easements was recorded that allowed the Association to enter most of the parcels in the HOA to perform the maintenance. The HOA provided the County an annual budget to maintain the slopes, and hired a contractor to do the work. The cost of this maintenance was then forwarded to the County that divided equally among the 192 homes, added an administrative fee and then placed the assessment on each HOA parcel property tax bill. In 1986 the City of Solana Beach incorporated and the benefit assessment district was transferred to the city with the same arrangement. In 1996, Proposition 218 passed that required property-related benefit assessment to go back to the voters with a 2/3 vote requirement. At that time the benefit assessment district was dissolved and the HOA took over all aspects of collecting funds and maintaining the slopes.

### **6.3 LANDSCAPE POLICIES**

The HOA shall make every effort to maintain landscape plantings in a healthy and attractive condition. Plants shall be selected that not only enhance the beauty of the community, but also increase the stability of the slopes, demand limited water and increase fire protection. The HOA will maintain slopes from the "Top of Slope" to the lower brow ditch of all slopes that have such a ditch.

6.3.1 If the easement owner wants to plant trees or other vegetation on the easement they must receive written permission from the Board before planting. The PC&Rs state:

*Tree, Shrubs, within set-Back and Easements*

*The Maintenance District Easement areas shall be landscaped initially by Declarant and any supplemental planting or changes in these areas must be approved in writing by the Board.*

To request permission, fill out a Request for Architectural Improvement, available on the HOA's web site: [www.sanelijohills1.org](http://www.sanelijohills1.org), and return to the address on the form.

### **6.4 TREE POLICIES**

In order to be as sensitive as possible to the individual homeowner's needs — and continue to maintain the overall park-like theme of the development — the following policy is geared toward maintaining the original landscaping plan. Moreover, maintaining the overall head count of trees within the Association is given priority in order to avoid a slow degradation of the slopes, which would result from tree removal near homes where trees are not appreciated.

#### **6.4.1 Tree Removal**

If an individual homeowner voices a concern to the Board in regards to what he or she (the homeowner) considers an unsafe tree condition, our slope maintenance crew will evaluate the tree to see if there is an obvious problem. If they cannot see an obvious problem and, after having discussed this with the homeowner there still exists a disagreement as to the safety of the tree, the Board will then authorize an outside tree service (licensed Arborist) to look at the tree under the following conditions:

6.4.1.1 If the Arborist finds that the tree is a safety issue, then the Association will remove the tree and plant a new one at the Association's cost in the general vicinity. In addition, the Association will pay the Arborist's fee for evaluating the tree.

6.4.1.2 If the outside tree service representative's or arborist's evaluation of the tree is that he/she finds it to be healthy and well rooted, the homeowner will be responsible for the outside tree service representative's or arborist's fee for the evaluation of said tree.

6.4.1.3 If the homeowner still wishes to remove a tree that the arborist finds healthy, the homeowner will assume responsibility for the entire cost of removing the healthy tree and replacing it with another tree. The replacement tree will be a 15-gallon tree planted in order to maintain the tree head count. The replacement tree will be planted in the general vicinity where the old tree was removed, but not necessarily in the same place, taking into account the wishes of the homeowner as much as possible. **See the HOA's web site [www.sanelijohills1.org](http://www.sanelijohills1.org) for up to date list approved trees.** If you do not have access to the Internet please send a written request to: San Elijo Hills #1 HOA; P.O. Box; 232; Solana Beach, CA 92075, and a copy of the list will be mailed to you.

6.4.1.4 If an individual homeowner wants to have a tree removed because the homeowner does not like a tree in a particular area or does not like the leaves from the tree falling onto his pad, the homeowner will assume responsibility for removing the tree and must pay for a 15-gallon replacement tree (including pickup and planting) and the hauling off of debris. The replacement tree will be planted in the general vicinity of the removed tree. The actual placement or location of the new tree must be agreed upon by the homeowner and the Board. Again, the purpose of the replacement tree is to maintain the tree Ahead count." (See 6.1.4 for the approved replacement trees.)

#### **6.4.2 Tree Trimming**

The general policy to preserve the park-like theme of the neighborhood is to leave the trees in their natural state as much as humanly possible. Trimming and balancing<sup>1</sup> will be done as required for the health and safety of the trees and the safety of the homes near the trees.

6.4.2.1 On those slopes which are under Association irrigation, the HOA maintenance crew and tree service contractors will endeavor to keep all trees pruned and balanced. The HOA will re-balance trees that have grown in such a manner as to have too much growth on any one side. The HOA will also remove dead limbs as they become necessary. At no time should a tree be topped<sup>2</sup>.

6.4.2.2 The HOA usually will not lace<sup>3</sup> eucalyptus trees, as it has a tendency to stimulate excess limb and sucker growth in the tree following the lacing. Lacing will often improve the appearance of the tree in the following two or three years. However, the tree will usually fill out in such a manner that continued ongoing lacing will be required in order to keep the tree from developing an overly large crown. Trees with large crowns are very subject to sail pressure during high winds, which in turn places undesirable forces on the tree's trunk and root system.

6.4.2.3 For those homeowners who desire the appearance of a laced tree on the slope behind their home, the HOA will usually agree with the homeowner having the tree laced at his or her own expense. However, as with any exterior modifications, the homeowners must submit the request to the Covenants/Architectural Committee. Once the homeowner has a tree laced, the homeowner must continue to maintain the future trimming of the tree at his or her own expense. In order to ensure that the trees will not be susceptible to the long-horned borer, it is recommended that any lacing be done between November and March.

6.4.2.4 The HOA will have all tree on the slope easements inspected by a certified arborist at least every two years. The HOA will remove all trees the arborist classifies as a hazard within six months. Trees that the arborist recommends to be trimmed will be trimmed within two years. Trees that are removed or fall will be replaced at a location that takes the safety of structures into account.

<sup>1</sup> Balancing—to shape a tree which might lean or fall over due to too much growth on any one side.

<sup>2</sup> Topped—tree whose top limbs have been sawed off, often reduced to stubs. The tree will not grow back in an attractive, natural fashion.

<sup>3</sup> Lace—procedure used to thin branches in order to improve a tree’s ability to withstand strong winds, as well as open up views.

## **6.5 IRRIGATION SYSTEMS**

The HOA shall maintain all irrigation systems that provide water to slope landscaping. The HOA shall make every effort to maintain and modernize these systems to provide the most efficient water usage possible. Homeowners landscaping must not block HOA sprinklers. If sprinklers are blocked the HOA may remove the blocking vegetation at the owner’s expense.

## **6.6 DRAINAGE SYSTEMS**

Because the drainage system collects runoff from more than one property and are necessary to prevent erosion of the slopes, the HOA will clean all drainage brow ditches at least once per year and provide maintenance where necessary.

## **6.7 PESTS**

The HOA will make every effort to control pests on the Maintenance Easements. The HOA is not responsible for pests, such as mice and rats.

## **6.7 HOA Maintenance Requirements**

There are no legal requirements for the HOA to perform any of the above listed maintenance. The HOA has been granted the legal right to enter the slopes to perform this work, but has **NO** requirement or legal obligation to actually perform the work. This policy does not change this right to not perform any or all of the above noted maintenance and these standards can be changed at any time by the HOA Board of Directors.

## 7.0 Use, Occupancy and Leasing Restrictions

### Section 7.1. Occupancy

(A) Single Families. The Residences within the Development are restricted exclusively to residential use, and no Residence shall be occupied by more than a single family. The term "family" shall be defined in accordance with applicable Federal and California laws, County and City codes and ordinances. For purposes of the Governing Documents, "Occupancy" shall be defined as staying overnight in a Residence for a total of more than thirty (30), either consecutive or non-consecutive days, in any one (1) year. The maximum number of occupants that may reside in a Residence at any one time shall be as set forth in the City codes and ordinances.

(B) Residential Use. Each Residence shall be used for residential purposes only. Legal trade or business may be conducted in or from a Residence so long as there is no external evidence of such business and the business use is incidental to the primary purpose of the Lots as single family private residences. The Board may establish guidelines including Rules and Regulations in this Policy Manual to allow certain home occupations which: (a) are consistent and compatible with the typical residential use of the Development; and (b) do not have any detrimental effect on neighboring Lots or the Development.

(C) Lessee/Tenant Bound by Governing Documents. Each Owner shall have the right to lease his or her Lot, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of the Governing Documents.

**Section 7.2. Leasing Definition.** "Leasing," for purposes of the Governing Documents including this Policy Manual is defined as regular, exclusive occupancy of a Residence by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service or gratuity.

**Section 7.3. Leasing Provisions.** All leasing of Lots within the Development shall be in writing and shall be governed by the following provisions:

(A) Leases Subject to Governing Documents; Owners to Provide Copies. All leases shall be subject in all respects to the provisions of the Declaration, the Bylaws and this Policy Manual and any failure by the tenant to comply with the terms of such documents shall be a default under the lease. The lease shall contain a provision stating that tenants are bound by, and will need to comply with, the terms of the Governing Documents. The Owner must make available to the tenant copies of the Declaration, Bylaws, and the Policy Manual. However, the failure of the Owner to provide his or her tenant with current copies of the Governing Documents, or to include a provision in the lease advising the tenants that they are bound by the Governing Documents, shall not be a defense to any violation of the Governing Documents by the tenant.

(B) No Severability. All leases must be for the entire Lot, and not merely parts of the Lot, unless the Owner remains in occupancy.

(C) Tenant/Owner Contact Information. Within fourteen (14) days after entering into a lease of a Lot, the Owner shall provide the Board with the name, telephone number and address of the lessee, the name, address and phone number of the Owner, and such other information as the Board may reasonably require.

(D) No Subleasing; Minimum Lease Term. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases must be for a term of no less than **thirty (30) days** in any calendar year.

(E) Liability for Delinquent Assessments. In the event any Owner is delinquent in the payment of any

Assessment, upon written request by the Board, the tenant shall pay to the Association the rental payments due to the Owner, but not to exceed the total amount of delinquent Assessments, late fees, interest, costs of collection and attorneys' fees and costs unpaid at the time of the Association's request. All such payments thus made shall reduce the tenant's obligation to the Owner by like amount. Payment of Assessments shall be deemed necessary for maintenance of the habitability of the Lot. Prior to informing the tenant of his or her obligation to remit rental payments to the Association, the Owner shall be given at least ten (10) days written notice and an opportunity to be heard by the Board in compliance with the provisions of this Declaration and current California law.

(F) Compliance with Governing Documents. All tenants and their guests shall abide by and comply with all provisions of the Governing Documents, as they may be amended from time to time, and the violation of the same shall constitute the tenant's default under the lease. Each Lot Owner shall be liable to the Association for damages arising from all actions, including without limitation, tortious acts, of his or her lessees, their guests and invitees. The residency limitations governing all other leases shall be set forth by the policy of the Board. If a tenant or an occupant violates the Governing Documents for which a Reimbursement Assessment is imposed, such Reimbursement Assessment shall be the joint responsibility of the Owner and/or tenant. Unpaid Reimbursement Assessments may result in a lien against the Lot, where allowed by law.

(G) Enforcement Against Tenant by Association. Owners hereby delegate and assign to the Association, acting through the Board, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Governing Documents, including the power and authority to evict the tenant on behalf of and for the benefit of the Owner, in accordance with the terms of the Governing Documents. In the event the Association proceeds to evict the tenant, any costs, including attorneys' fees and court costs, associated with the eviction shall be assessed against the Lot and the Owner(s), such being deemed hereby as an expense which benefits the leased Lot and the Owner(s). However, notwithstanding any language in this paragraph to the contrary, the Owner remains responsible for any acts or omissions of the tenant that violate California law and/or the Governing Documents. The Association has the right, but not the obligation, to proceed directly against the tenant(s) for any violation of the Governing Documents. In its sole discretion, the Association may choose not to act, but rather to direct the Owner to proceed against the tenant(s) for any violation of the Governing Documents committed by the tenant(s).

## 8.0 Enforcement Policy and Fine Schedule

The following actions may be taken by the San Elijo Hills Homeowners Association, Inc. ("Association") to enforce violations of the Association's Governing Documents, including the Association's PC&Rs, Bylaws, and the restrictions set forth in the Policy Manual.

When the Association receives a written complaint of a violation of its governing documents occurring within the Project, or a violation of the same is noted during periodic inspections of the Project by the members of the Association's Board of Directors, the following Enforcement procedures may be initiated against the offending Owner by the Association to cure that Owner's violation of the Association's governing documents. Owners are responsible for the conduct of their family members, tenants, guests, invitees, contractors and occupants of their separate interest.

Nothing in this policy shall obligate or require the Board, or any authorized committee to take any of the enforcement actions set forth below. Depending upon the severity and frequency of the violation and the Owner's response to the Association's requests to cure the same, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

### 8.1 ACTIONS THAT MAY BE TAKEN:

Penalties for violations of the Association's governing documents may include:

1. Warning letter(s).
2. Imposition of a fine in accordance with the fine schedule set forth below after the offending owner(s) have been provided with "notice and an opportunity to be heard" on the violation.
3. Suspension of voting rights after the offending owner(s) have been provided with "notice and an opportunity to be heard" on the violation.
6. Initiating Internal Dispute Resolution (IDR).
7. Initiating Alternative Dispute Resolution (ADR).
8. Filing a lawsuit.
9. Other actions or a combination of actions, as permitted by law and/or the governing documents.

### 8.2 ENFORCEMENT:

Generally, though not necessarily, the Association will adhere to the following penalties:

1. Upon the first offense, a "courtesy" warning letter and request to correct the violation (if applicable) may be sent.
2. If the violation continues, or it is not corrected, the Owner may be provided with "notice and an opportunity to be heard" at a "violation hearing" before the Board of Directors who shall consider whether to impose discipline against the Owner for the violation. Such discipline may include the suspension of the Owner's right to vote in Association elections and the imposition of fines. After being provided with the foregoing Violation Hearing, an Owner may be fined as follows:
  - (i) First Offense: **\$100.00 per violation**
  - (ii) Second Offense: **\$200.00 per violation**
  - (iii) Third Offense **\$500.00 per violation**
3. If the violation continues, or is not corrected thereafter, the matter may be sent to the Association's Attorney. Any cost and attorneys fees incurred will be the responsibility of the offending Owner(s)
4. If the violation continues, the Association may invite the homeowner to participate in Internal Dispute Resolution (IDR).
5. If the violation continues, the Association may offer to submit the dispute to Alternative

Dispute Resolution (ADR).

6. The Association has the right to proceed with legal action to compel compliance with the governing documents. The prevailing party in any such legal action shall be entitled to an award of their attorney's fees and costs.
7. The Association's Board of Directors ("Board") shall have discretion as to which, if any, of the foregoing legal remedies it elects to initiate against an Owner in violation of the governing documents, and when to do so. The Board is **not** required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law, determine what remedy to pursue and at what time. Immediate Legal action may be sought in the form of a Temporary Restraining Order where appropriate.

Payment of an assessment or fine, or completion of a suspension period does not eliminate the owner's obligation to correct the violation.

### 8.3 **DUE PROCESS:**

Due Process shall consist of at least ten (10) days prior written notice to the Owner advising the Owner of the nature of their violation of the governing documents and the potential penalty/enforcement action, and providing an opportunity for the Owner to be heard on the violation before the Board or its designated committee. The notice shall contain the alleged violation, and date, time and place of the hearing, which may be scheduled concurrent with any regular or special Board meeting, or annual meeting. The owner has the right to attend the hearing and may address the Board. Alternatively, the owner may submit a response in writing. In the event the Board determines to take disciplinary action after the violation hearing, the Association shall provide the owner(s) with written notice of its decision within 15 days of the hearing.

### 8.4 **FINE SCHEDULE:**

The fine schedule for violations will be in the following amounts:

1. First Offense: As indicated above, a warning letter will be sent to the Owner. Typically fines are not imposed at the first offense; however, the Board reserves the right to impose a fine on the first offense if the factual circumstances support the decision. Any such fine shall not exceed \$100.00.
2. Second Offense: Possible imposition of fine not to exceed \$200.00, and/or suspension of privileges and/or filing of lawsuit.
3. Third Offense: Possible imposition of fine not to exceed \$500.00, and/or suspension of privileges and/or filing of lawsuit.

Depending on the severity and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary.

We appreciate your compliance with these policies.

(Effective 12/1/2015)

# **APPENDIX A**

**REQUEST FOR ARCHITECTURAL IMPROVEMENT**

Owner: (please print) \_\_\_\_\_

Date: \_\_\_\_\_

Phone (Day): \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Evening): \_\_\_\_\_

**DESCRIPTION OF PROPOSED IMPROVEMENT:** (Attach 1 set of plans, drawings, paint chips, materials to be used as well as a picture of existing.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I hereby assume all responsibility** for any work done under the above-proposed improvement that I or my contractor accomplish, which may in the future, adversely effect other lots. I will also assume responsibility for all repair and maintenance of same.

**I understand and acknowledge** that the above described additions and or improvements or changes are the owners' responsibility and that any damage to other lots as a result of the installation, is their responsibility and not that of San Elijo Hills I, the Board of Directors or the Architectural Committee.

**I understand and acknowledge** that any *additions to or deviations* from work as described above and approved herein will require a new Architectural Improvement Request to be submitted for approval. Work may not proceed until approval has been granted in writing.

**I understand and acknowledge** that any *unapproved additions or deviations* from the above-described scope of work as approved herein **will result in action** levied against myself and/or my property.

**I understand and advocate that I have a duty to notify the neighbors most affected by this modification and explain the proposed modifications and show them the plans or drawings.**

\_\_\_\_\_  
Homeowner's Signature (Agent may not sign)

**The applicant has notified and obtained signatures from the following most affected property owners.** Note: Tenants are not authorized to sign. Signature does not signify approval of project, only notification of the project and viewing of the plans or drawings.

Name: _____	Address: _____

**COMMITTEE NOTES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACHITECTURAL COMMITTEE:**

_____	Date: _____	<input type="checkbox"/>	<b>Approved</b>	<input type="checkbox"/>	<b>Rejected</b>
_____	Date: _____	<input type="checkbox"/>	<b>Approved</b>	<input type="checkbox"/>	<b>Rejected</b>

# SPECIAL NOTES

**Before submitting an application for the projects listed below, PLEASE read the HOA policies and PC&Rs on these types of projects and sign that you have read, understand and agree to comply with the PC&Rs and HOA Policies.**

The PC&Rs and HOA Policies are available on our website [www.sanelijohills1.org](http://www.sanelijohills1.org). Click on "Policies" at the top of the page and under the "Documents" section you will see "PC&Rs" and "Policy Manual". If you do not have Internet access, please contact the HOA and we will mail you the PC&R section or policy you need to review.

- 1. Fencing: Read PC&Rs; page 3, 4, 5 & 9**
- 2. Reroofing: Read PC&Rs page 10, 11 & 12; HOA Policy 5.0**
- 3. Repainting: Read PC&Rs page 10; HOA Policy 3.0**
- 4. Any changes to the side of a house that has a "Side-yard easement": PC&Rs pages 17 & 18; HOA Policy 4.0**

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Owner's Signature

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Date

## **Additionally, review the following items before submitting the application:**

Is a set of plans or drawings provided with the application?  Yes  No

Easement - does your home have an easement with one of your neighbors? Please check your grant deed or legal description in your title policy if you're not sure.  Yes  No

If you do have an easement, are you planning on changing the size or number of windows on the easement side or building any type of structure in the easement area?  Yes  No

Will your changes affect your neighbors' privacy?  Yes  No

Will your changes cause any view impairments for any of your neighbors?  Yes  No

Have you notified your respective neighbors of your improvement plans and shown them a copy of your plans?

Yes  No

This form can be filled out on-line, and then printed. After all needed signatures are obtained it can then be scanned and E-mailed to the Architectural Review Committee at [info@sanelijohills1.org](mailto:info@sanelijohills1.org) or mailed to:

San Elijo Hills #1 HOA  
P.O. Box 232  
Solana Beach, CA 92075