

RESOLUTION OF  
PALOMAR RESERVE COUNCIL OF CO-OWNERS, INC.  
REGARDING AMENDMENTS TO THE RULES AND  
REGULATIONS (the "AMENDMENTS")

Effective May 31, 2024

WHEREAS, Article I(M) and VII(C) of the Master Deed Establishing Higbee Mill Reserve Condominiums (Palomar Reserve Condominiums) Horizontal Property Regime (the "Master Deed") states that the Board of Directors of Palomar Reserve Council of Co-Owners, Inc. (the "Association") may promulgate Rules and Regulations applicable to all Unit Owners in the regime, and

WHEREAS, it is in the best of interest of the Association and its members to maintain the Common Area in a manner that is safe and enjoyable for all Owners.

THEREFORE, BE IT RESOLVED, that the Board has adopted these Amendments to The Rules and Regulations for the Association and its Owners as follows:

These amended Rules and Regulations supersede all prior Rules and Regulations, with the exception of the Leasing Restrictions, dated April 10, 2012.

**1. Pets**

- A. Pet droppings must be picked up. (Single)
- B. Pets must be leashed at all times and may not be left unattended in the Common Areas. (Single)
- C. Pet leashes may not be staked in or attached to anything in the Common Area. (Single)
- D. Limit of 2 pets per unit. (Single)
- E. Pets are not to be used for commercial breeding purposes. (Single)

**2. Trash and Litter**

- A. Littering is prohibited. This includes cigarette butts. (Single)
- B. All trash must be deposited in the trash dumpster. If you have bulky items that DO NOT go in the trash bin, please call 311 for pickup. This is the responsibility of each resident. A list of items that should not be placed in the dumpster (and will not be picked up by 311) is posted on the outside of the fence around the trash bin. (Single)
- C. ALSO: Residents are encouraged to breakdown cardboard boxes and take them to a community recycling location rather than fill up the trash dumpster.

**3. Vehicles and Parking**

- A. Vehicles may only be parked in designated parking spaces and must be parked between the parking stripes. (Ongoing)
- B. Vehicles other than passenger cars, passenger vans, pickup trucks, and trucks making an active delivery, are not allowed in the parking areas in front of the buildings. (Ongoing)
- C. Containers (e.g. storage pods, moving vans, motorcycles) are not permitted in the parking areas in front of the buildings. They may be placed in front of a Unit Owner's garage door for no more than three (3) days provided they don't impede other Unit

Owner's access to their garage, and don't create a safety hazard. Containers may be left for a maximum of three (3) days in a supplemental parking area with prior approval of the Board or Property Manager. (Ongoing)

- D. There is a limit of 2 vehicles per unit in the parking areas in front of the buildings. If you have additional vehicles, use the parking spaces between the clubhouse and mail pavilion and cannot take up more than one (1) parking space per vehicle (Ongoing)
- E. Vehicles parked in the common areas must have a **current** license plate and registration. (Ongoing)
- F. Vehicles that are inoperable or not properly licensed will be towed at the owner's expense. (Ongoing)
- G. Disabled vehicles may be parked in the Common Area for a maximum of three (3) days and cannot take up more than one (1) parking space per vehicle. (Ongoing)
- H. Vehicle repairs, other than changing a flat tire, are not permitted in the Common Areas. (Single)
- I. Vehicles may be parked in the spot just outside of the vehicle Owner's garage door, however, in no case should any vehicle block another Owner's garage door. (Ongoing)

#### **4. Modifications to Common Area, Including Satellite Dishes**

- A. Owners may not modify the Common Area. This includes landscaping. (Ongoing)
- B. Owners and their real estate agents may not post "For Sale" or "For Rent" signs (or similar signs) in the common areas. (Ongoing)
- C. Satellite dishes may only be installed in the Limited Common Area and must use a cable that passes through an existing window without any modifications to the window. Nothing can be screwed or drilled into the patio, siding or doors. Owners shall be assessed for any damage to the Common or Limited Common Areas caused by the installation of a satellite dish. (Ongoing)
- D. Patios and balconies must be maintained in an acceptable manner and for its intended use which includes patio furniture and plantings, free of clutter....no appliances, large pieces of furniture, etc. Patio umbrellas are not permitted. No personal items can be placed in the Common Areas (including the mulched areas) next to the patios. Please refer to the Master Deed for additional information regarding any Exterior Modifications, such as windows, blinds, patio doors and screen doors, door hardware, painting, etc. This is to preserve uniformity within our community. The Master Deed also explains detailed information on the homeowner's responsibilities for maintaining, repairs, and replacements, etc. (Ongoing)
- E. Sprinkler and Fire Alarm Inspections are conducted annually. Homeowners are notified a week or 2 in advance to provide access to their unit to management or be present during the inspection. Failure to do so could result in the homeowner paying for the sprinkler company to come back. Repairs required from the sprinkler company to correct damages or modifications made by the owner to the sprinkler system will be billed back to the owner. This includes but is not limited to painted or damaged sprinkler heads. (Ongoing)
- F. Mailboxes: Do not mark nor place stickers, labels, etc on the outside of the mailboxes. Your mailbox should already have your bldg # and unit #...that is all that is needed for the mail carrier to know where to put your mail.
- G. Security fobs and mailbox keys were issued to the first owner and are to be passed on to new owners. Replacement and additional fobs and replacement mailbox keys can be purchased through management at \$25 per fob.

5. **Grills**

Grill usage must comply with the current (2018) Edition of the National Fire Protection Association (NFPA) Fire Prevention Codes as follows:

*'No hibachi, grill, or other similar devices...(anything that produces flames or that can ignite) used for cooking, heating, or any other purpose shall be used or kindled on any balcony or patio, under any overhanging portion, or within 10 feet of any structure. This includes Electric Grills as well. ...Charcoal and LP-gas grills, barbeques, smokers (including pellet smokers), and similar appliances are considered open flame cooking devises.'* (Ongoing)

Also, grills cannot be stored on any patio or balcony. (Ongoing)

6. **Noise**

Noise disturbance that crosses the boundary of the Owner's unit and annoys or disturbs a reasonable person of normal sensitivities is prohibited, including noise by radio, television, cars and car horns, musical instruments or similar device, and pets. Noise from any construction/remodeling is also prohibited between 6:00 P.M. and 8 A.M. the following day. (Single or Ongoing)

7. **Harassment**

- A. Homeowners and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation, or aggression directed at other members, residents, guests, occupants, invitees, management or its agents, its employees, vendors or board members. This includes certain forms of speech (threats, insults, name calling, profanity, obscenity, confrontational words, defamation) and other forms of harassment (physical aggression/ intimidation/harm, offensive emails, phone calls, voicemails, texts, stalking and any other form of communication). (Single)
- B. Disruption at meetings will not be tolerated. Attendees may not engage in obscene gestures, shouting, profanity or other disruptive behaviors (as described above 7.A); this will result in being expelled from the meeting(s). (Single)

8. **Clubhouse**

**The Clubhouse is Rentable Space, except for the Fitness Room. If you wish to rent the Clubhouse for an event, please contact Property Management.**

- A. Pets are not permitted in the Clubhouse. (Single)
- B. Visitors, other than owners, that do not reside in Palomar Reserve must be accompanied by an owner or current resident. (Single)
- C. Minors under the age of 15 must be accompanied by an adult at all times, and may not use the fitness equipment. (Single)
- D. Tampering with thermostats, including changing the temperature setting is prohibited. (Single)
- E. Preventing a door or window from closing securely, tampering with a security device, or defeating the building's access security is prohibited. (Single)
- F. Due to insurance liability purposes, doors to the kitchen/dining area must remain locked at all times unless an Event is scheduled.
- G. Please report any problems with plumbing, heat/cooling, appliances, workout equipment, etc. to Property Management.

9. **Building Security**

- A. Preventing a building door from closing securely, tampering with a security device, or defeating the building's access security is prohibited. (Single)
- B. Tampering with common area thermostats, including changing the temperature setting, is prohibited. (Single)
- C. Garages may not be left open and unattended for more than 1 hour between the hours of 7:00 p.m. to 6:00 a.m. (Single)
- D. Outdoor water spigots are not intended for any personal use. (Single)

10. **Smoking**

Smoking is prohibited in the entire common area. (Single)

11. **Renting Units**

- A. According to Master Deed Article XI. A, the unit owner of each unit shall have the right to lease their unit, providing that a copy of the lease agreement is provided to the Property Manager before commencement of the term of the lease. (Single)
- B. The duration of such a lease must not be less than one year. (Ongoing)
- C. No tenant may sublease a unit or any part of a unit (e.g. bedroom or garage). (Ongoing)
- D. The Owner of the unit is responsible for ensuring that their tenant understands the HOA governing documents and that tenants are required to comply with all provisions of these documents. Any fine incurred by a tenant for violations of the governing documents shall be paid by the unit owner. It is the responsibility of the unit owner to recover the amount of this fine from the tenant if appropriate.
- E. Any damage to other units or the common areas caused by the actions or negligence of tenants is the responsibility of the unit owner to correct. Again, it is the responsibility of the unit owner to recover the cost of such repairs from the tenant if appropriate.

12. **Violation Notices and Fines**

- A. Single Violations are designated by '(Single)'.  
The first violation notice shall be a courtesy notice without a fine. A \$200 fine shall be imposed for repeat violations within 12 months of the same regulation, or a substantially similar regulation.

B. Ongoing Violations are designated by '(Ongoing)'.  
The first violation shall be a courtesy notice without a fine for 10 days from the date of the notice, to give the Owner an opportunity to cure the violation.

- A fine of \$50 per day shall be imposed if the violation is not cured within 10 days of the first notice. A fine of \$50 per day shall be imposed for repeat violations of the same regulation, or a substantially similar regulation, within 12 months of the violation notice.
- In addition to a fine, Owners shall be assessed for the cost of repairing or replacing landscaping material damaged by pets or improperly parked vehicles.
- Vehicles that create a safety hazard or impede other Owners access to their garage may be towed at the Owner's expense without further notice.
- Fines shall constitute a lien and be enforceable as a lien as set forth in the Master Deed and amendments thereto.

**Palomar Reserve Council of Co-Owners, Inc.**

This 31<sup>st</sup> day of May, 2024

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Carrie Hoeller, President

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Barry Tilden, Secretary

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Ima Lane, Vice President

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Susan Vantreese, Board Member