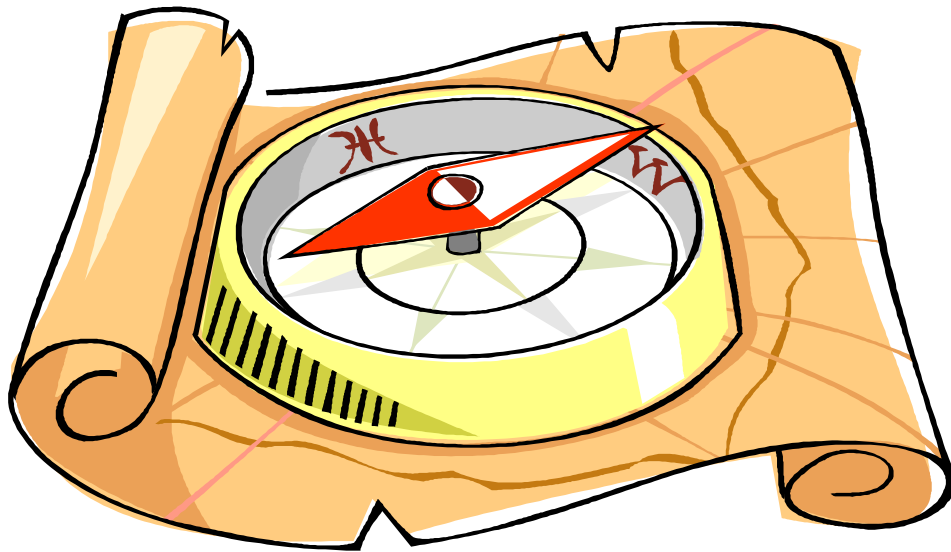


# MARINA PACIFICA HOA



## **RULES & REGULATIONS HANDBOOK**

June 2014



## Table of Contents

<b>Introduction</b>	<b>4</b>
<b>Section I-Definitions</b>	<b>4</b>
<b>Section II-General</b>	<b>5</b>
<b>Section III-Common Area_</b>	<b>6</b>
<b>Section IV-Exclusive Use Area</b>	<b>7</b>
<b>Section V- Trash Bins</b>	<b>8</b>
<b>Section VI-Pool and Park</b>	<b>9</b>
<b>Section VII-Keys to Recreational area</b>	<b>11</b>
<b>Section VIII-Vehicles and Garages</b>	<b>12</b>
<b>Section IX-Pets</b>	<b>13</b>
<b>Section X-Rental of Units-Delegation of Rights</b>	<b>13</b>
<b>Section XI-Termite Control Policy</b>	<b>14</b>
<b>Section XII-Architectural Guidelines</b>	<b>14</b>
<b>Section XIII-Enforcement and Fining Procedures</b>	<b>17</b>

## **INTRODUCTION**

Welcome to the Marina Pacifica Homeowners Association!

The Marina Pacifica HOA is charged with the specific and primary purpose of providing for the maintenance, preservation and architectural control of our project and the general purposes and powers of promoting the health, safety and welfare of the residents. This handbook is intended as a summary to our current governing documents and is only a reference guide. This handbook does not replace or supersede the CCRs or Bylaws.

The Board of Directors reserves the right to amend, change, interpret and adopt rules and fines as the need arises, to insure the safe and comfortable living of all residents and insure the preservation of the project's value.

## **SECTION I - DEFINITIONS**

The following definitions are used throughout these Rules & Regulations and are placed here as a matter of clarification. Most of the definitions are directly from the Association CCRs but some are from a legal dictionary and others are from civil code. All go to make up the information contained in the Rules and Regulations that follow.

- A. "shall", is mandatory; "may", is permissive; "chronic offender", is someone who has been cited twice within six (6) months for the same or a similar offense.
- B. "Guest/guests", is defined as visitors of the homeowner or tenant; when (daily) guests use Marina Pacifica Homeowner's Association facilities, they must be, at all times, accompanied by the homeowner or tenant.
- C. "resident", is anyone who is currently residing in Marina Pacifica or whose abode is Marina Pacifica
- D. "tenant", is defined as a renter or lessee of a homeowner's lot/unit. Tenant may refer to more than one person and therefore also refers to resident occupants of a dwelling.
- E. "homeowner", or "owner", is anyone having legal title or a legal beneficial interest in a lot/unit within Marina Pacifica meaning the person(s) listed upon the

deed of trust for the Marina Pacifica Condominium Owners Association the single family dwelling ("lot/unit").

- F. "Board of Directors", is a group of 5 owners elected by vote of the owners to administer the affairs of the association, as specified by the laws of the State of California, and the association "Governing Documents" including the "CCRs," the Declaration of Covenants, Conditions & Restrictions, the "By-Laws" and "Articles of Incorporation" of the Marina Pacifica Condominium Owners Association and these "Rules and Regulations".
- G. "management company", "management firm", is a business hired by the Board of Directors to carry out certain duties relative to maintaining and caring for the common area property and the homeowner/residents within the association.
- H. "commercial vehicle", a vehicle that, by its physical design, physical appearance or actual use, results in the activity/purpose of the vehicle to be of commercial use.
- I. "Common Area" Areas enjoyed by all residents, such as the pool, sidewalks and grass areas.
- J. "Exclusive Use Areas:" Areas enjoyed exclusively by residents of the specific units such as the unit patios and unit garages.
- K. "alleys", are entries to the garages that provide ingress and egress. Alleys are designated fire lanes and property of the City of Oxnard. Signs at the entry of each driveway give notice.

## **SECTION II - GENERAL**

- A. Every owner should have an owners or landlords insurance policy on their Marina Pacifica unit(s). The HOA master policy does not cover interior unit personal property, including but not limited to carpets, paint, cabinets, fixtures, furniture.
- B. Radios, stereos, musical instruments, party activities, car horns and other noise sources must be restricted. Noise problems may be reported, in writing, to the management company. Any activity that disturbs the peace or creates a public nuisance, or in any way interferes with the quiet enjoyment of any resident, or which shall in any way increase the rate of insurance, is prohibited.

- C. Jeopardizing the integrity of the roof by installing air conditioners, satellite dishes, dryer vents, antennas or any other device is strictly prohibited. Any damages incurred to roofs will be repaired at the owner's expense.
- D. No individual resident garage or yard sales (other than the annual association scheduled) may be held at Marina Pacifica. Sale of personal property is restricted to newspaper advertisements and sales from within the home.
- E. Except as otherwise provided by law, no part of Marina Pacifica shall be used, caused to be used, allowed or authorized, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes.
- F. Each year, the Resident Information Form will be mailed as part of the Annual Policy Statement with the Annual Budget. ***The Resident Information Form is mandatory.*** The homeowner must return the completed form to the Association within thirty (30) days of mailing, or when escrow closes. Owners of rental units are required to submit the completed form within thirty (30) days of the new tenant occupying the unit. Not providing the Resident Information Form to the Association within thirty (30) days will subject the homeowner to a fine of \$50.00 for each 30-day period the Board is not in receipt of the completed form.
- G. Meetings and general announcements will be posted at the Community Message Center located in the pool area. The Board of Directors meetings are generally held each month, dates are posted and all residents are welcome.
- H. The annual meeting is held in June of each year. All homeowners are encouraged to attend however participation by returning your BALLOT or attendance is mandatory. **Failure to attend or send a ballot may result in a \$25 assessment** against the responsible owner's account.
- I. In addition, special meetings may be called as needed

### **SECTION III - COMMON AREAS**

- A. No equipment, living plants or any other Association property may be removed from or installed in the common area unless authorized by the Board of Directors.

- B. Repair of all damage to any common area property, including, but not limited to, sprinklers, walls, fences, landscaping, light fixtures, etc. shall be deemed to be the financial responsibility of homeowner, whether such damage was caused by the homeowner, homeowner's family, tenant or tenant's family, guests, or invitees.
- C. No personal items of any kind are permitted to be stored or installed in common areas. This includes, but is not limited to, toys, bicycles, yard or door signs, wind chimes, shoes, garden hoses etc.

#### **SECTION IV - EXCLUSIVE USE AREA**

- A. Residents must maintain his or her Living Unit or Exclusive Use Area in such a manner as not to detract from the appearance, create an unsafe, unclean or unsanitary condition, or lowers the value of other property therein.
- B. Each owner is responsible for the repair and replacement of but not limited to, the fences, windows/window screens, front door, pedestrian door, car garage door, pergolas, all lighting fixtures, on the exterior of their units.
- C. Proper window coverings must be maintained at all times. Window coverings visible from common area must be solid white or off white. Bed sheets, paper, foil, tint and other such coverings are not permitted on windows. Screens must be in place and in good repair.
- D. No article such as blankets, towels, rugs, etc., shall be hung over doors, windows, patio fences or left in common area landscaping-even temporarily.
- E. Items in the exclusive use patio areas cannot be stored, left, kept in such a manner that it is visible from common area. This includes, but is not limited to, toys, bicycles, yard or door signs, wind chimes, shoes, garden hoses etc.
- F. Holiday lights may not be established before December 1 and must be removed no later than January 15. Other ornamentation may be allowed with prior approval of the Board of Directors. These decorations may not hamper the landscapers in the performance of their duties.
- G. No obstruction of the common area driveways, walkways and entryways is allowed. Sidewalks are restricted to pedestrians only.

- H. No defacement of the sidewalk and walkways with paint or any other-marking medium is allowed.
- I. For Sale, For Rent signs of not more than eighteen inches by twenty-four inches (18"X24") and shall be limited to one channel-post sign adjacent to the unit. Open House signs may be placed throughout the community as needed and removed the day of the open house. Signs must be removed within five (5) days of the close of escrow/rental. Any signs posted in violation of this rule must be removed within 48 hours of placement.
- J. One noncommercial sign or political sign (same size as above) may be posted or displayed from a window or door of your home. Placement in common area is strictly prohibited. Noncommercial signs may be a poster, flag, or banner made of paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. Political signs must be removed within five (5) days following the election. Unites States flags are permitted provided "flag etiquette" is followed.
- K. All trees, shrubs and other foliage cultivated and maintained by unit owners in their exclusive use patios areas must be maintained away from touching the buildings, gutters, siding or roofing components; all foliage, trees and shrubs must be maintained at a height of less than 14 feet tall; any roots or branches encroaching on neighboring unit elements or common areas must be removed at the unit owner's expense
- L. Water and sewer is paid for by the association and is billed per building. Please take due care to repair dripping faucets, leaky toilets, and other appliances under your control to prevent excess use. Abuse or overuse of water could be billed back to the offending owner.

## **SECTION V - TRASH BINS**

- A. No trash or refuse of any kind may be deposited or discarded in any of the common areas of Marina Pacifica Condominium Owners Association other than in containers designated for these purposes.
- B. Hazardous materials, explosives and flammable fluids shall be disposed of in accordance with state and local ordinances.



- C. Dumpster/trash bin lids should be kept closed at all times as a matter of health and safety. Any item placed in the dumpster/trash bin should be broken into the smallest possible pieces. Boxes that cannot be recycled should be broken up as much as possible.
- D. Once a year, after the Christmas holiday season, the trash company provides for pick up of Christmas trees at no extra charge. All trees are to be placed next to (NOT IN) the trash bins. Homeowners will be notified of final date of pick-up.
- E. Large items may be disposed of for a small fee by calling the City of Oxnard at (805) 385-8060. Leaving large items in the dumpster/trash bin or any other common area without making the appropriate arrangements for pick up may result in a fine as well as the cost of disposal.
- F. When a dumpster is overfilled, or items are left beside the dumpster, the Association is charged an extra fee for clean-up. Each individual resident should take responsibility to avoid this by calling in an overfilled trash dumpster to the management company.
- G. Residents are responsible for keeping the area around their unit clean. This means the removal and/or pick-up of throwaway papers or flyers.
- H. Residents who do any major remodeling should include the cost of disposal by special pick up for the job. Special pick up may be arranged by contacting the City of Oxnard at (805) 385-8060. The dumpsters/trash bins provided are for common household items only. Construction items are billed at a different rate and will be charged back to the offending homeowner when reported.
- I. Residents who observe a misuse of the dumpsters/trash bins should report this to the management company and/or the Board of Directors. Violation of the use rule for the dumpsters can be expensive and could result in fines when dealing with hazardous waste.

## **SECTION VI - POOL AND PARK**

- A. The pool is open year round. The pool heater is turned on from June through October of each year.
- B. Note: There is no lifeguard on duty. Use of pool is at your own risk. Damage or injury to person(s) or property in and about the pool is the responsibility of the

homeowner. Any/all signs posted in the pool area must be strictly adhered to. Because these are county ordinances for safe pool operations, violation could result in revocation of privileges and/or pool closure.

- C. Each homeowner or tenant/occupant is provided one key card to access the pool, restrooms and park area. A replacement cost of \$100.00 shall be imposed to replace a lost key card. Key cards shall not be on loan to any unauthorized person or persons not legally residing within the complex. Owners will be held responsible for any acts of vandalism or violations of pool rules.
- D. At no time shall the gate to the pool area be propped open for access. (County ordinance)
- E. Pool and park hours are: 8:00 a.m.-10:00 P.M. Sunday through Thursday. On Friday, Saturday and pre-holiday evenings the closing hour is extended until 11:00 P.M.
- F. Appropriate swimwear must be worn by all persons using the pool and spa. No cut-offs or street clothes shall be worn in the pool or spa. Children who are not toilet trained who are using the pool must wear protective "swim pants" designed for this purpose. Diapers are prohibited. Children under the age of fourteen (14) are prohibited from being in the pool area unless accompanied, at all times, by an adult resident, eighteen (18) years of age or older.
- G. No more than four (4) guests per unit are permitted to use the pool or spa. Guests must be accompanied at all times by an adult resident, eighteen (18) years of age or older. When bringing the maximum number of guests to the pool, owners should recognize the rights of other owners to use the facilities.
- H. No soaps, lotions, or shampoos shall be introduced into the water of the pool or spa. Pool users are urged to utilize the shower before entering the water. Excessive residual amounts of suntan/sun screen lotion should be rubbed in or wiped off so as not to become a contaminant to the waters.
- I. Because of the danger it presents to the equipment, no Styrofoam objects, diving toys, etc. may be used in or around the pool. Inflatable play toys are permitted unless it directly interferes with the number of occupants in the water. At no time will an inflatable "toy" be interpreted as a life saving device. In addition, no diving is permitted. No running, and no boisterous behavior of any nature will be tolerated.

- J. Life saving equipment is for EMERGENCY USE ONLY and not to be used as a recreational item.
- K. It is the personal responsibility of each person to assess any health issues he or she might have that could impact directly on other pool (or spa) occupants. One should not enter the spa or pool if they have a contagious disease.
- L. Radios, in and around the pool, spa or tennis courts shall be limited to those with a personal headset. However, board-approved parties may include reasonable audio.
- M. NO glass containers of any sort are permitted in or about the pool. NO alcoholic beverages are permitted at the spa, pool, or park area. In addition, all personal belongings shall be removed from the area upon your exit, double checking that you've removed all debris/trash left behind. Be certain that the gate is left in a locked position when exiting. (County Ordinance)
- N. NO Pets (even on leashes) shall be allowed in the pool or community park area. (County Ordinance)**

## **SECTION VII - KEYS TO RECREATIONAL AREAS**

- A. One key card is used for the pool, restrooms, and park area and is issued per household. You will be held responsible for vandalism or damage to any of the pool equipment, facilities, or park area that occurs during the time your key has registered entry. **PLEASE DO NOT LEND YOUR ACCESS KEY TO ANYONE-EVEN A NEIGHBOR-UNLESS YOU ARE PREPARED TO BE FINANCIALLY RESPONSIBLE FOR THEIR ACTIONS.**
- B. Key cards that have been misplaced, stolen or lost should be reported to management right away for deactivation to avoid any charges being assessed for vandalism to common area.
- C. Request for a replacement key card may be made through the management company. Lost keys will be replaced at a cost of \$100.00.
- D. Periodically a person may be requested to show proof of residency and identification when using the common area facilities in order to keep unauthorized persons out of the facility.

E. Access key cards will be deactivated for any account that is more than 90 days delinquent and will remain deactivated until the account is paid in full.

## **SECTION VIII - VEHICLES & GARAGES**

A. Garages shall be used for motor vehicle parking and shall not be converted for living, recreational, or business activities. No garage interior may be modified or kept in such a manner that the modification prevents a motor vehicle from being parked in the garage.

B. No mobile homes, boats, trucks (except those registered as passenger cars), trailers, inoperable or dilapidated vehicles, vehicles with expired tags, commercial or recreational vehicles of any kind shall be kept, stored, parked, maintained, constructed, or repaired within the development.

C. No automotive work/repairs, other than those of emergency in nature are permitted in the garage. While such vehicle is incurring temporary maintenance, it may not extend from inside the garage into the alleyway.

**D.** No parking, including temporary parking, is allowed which blocks garages or alleys. All driveways are fire lanes and must be kept clear at all times. In addition to any monetary penalty that may apply, **any vehicle parked in violation of this rule is subject to being towed by City of Oxnard Police at vehicle owner's expense.**

E. Licensed motorized vehicles (e.g. motorcycles, mopeds, etc.) are prohibited for use on any sidewalk, landscaped area, or any other off-street common areas within Marina Pacifica

F. Unlicensed motorized or non-motorized vehicles or toys (e.g. bicycles, tricycles, skates, skateboards or scooters) are prohibited for use on any sidewalk, landscaped area, or other common areas within Marina Pacifica .

G. Garage doors should be kept closed except for ingress and egress of vehicles

## **SECTION IX - PETS**

- A. No animals, reptiles, rodents, birds, livestock or poultry shall be kept within the development except no more than a total of two (2) domestic dogs, cats, and birds may be kept as household pets within any unit. No animals of any type may be kept, bred or raised for commercial purposes. No pit bull, pit bull mix, rottweiler's, or animal over 30 pounds shall be kept at Marina Pacifica. All pet information must be kept current on the Homeowners Association Resident Information Sheet and must have a current license and name tag.
- B. All pets shall be confined within the pet owner's unit and/or exclusive use common areas. County and City Ordinances pertaining to dogs apply to this complex, which provides in part, that dogs must be kept on a leash and under the holder's control at all times in common area. No animals are to be tied to trees, stakes, or any exterior building structure within the common areas. The pet owner is responsible for clean up of the animal's waste in common or exclusive use area immediately. Damage to any common area, grass, shrubbery, etc., by animals shall be at the expense of the owner.
- C. No animals are permitted, at any time, in or around the pool or community park area. Residents in violation of this rule may have common area privileges revoked.
- D. The Board can prohibit any animal that constitutes a nuisance by reason of abuse, smell, safety, noise, danger, threat or otherwise.

## **SECTION X - RENTAL OF UNITS / DELEGATION OF RIGHTS**

- A. All tenant residents should be advised by their landlords to have tenant insurance.**
- B. Owners, who lease or rent their unit, surrender their Marina Pacifica privileges, including the use of the pool to their tenants. The owner retains the right to vote on Association matters.
- C. When a homeowner rents or leases his or her unit, the tenants must be provided with a copy of these Rules and Regulations prior to the occupancy of tenant(s).

- D. Any lease or rental agreement shall include the following language: "The terms of this agreement are subject to in all respects to the provisions of the Declaration of the Covenants, Conditions and Restrictions (CCRs), By-Laws, and Association Rules and Regulations of Marina Pacifica. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The undersigned, as lessee or tenant, acknowledges that he is familiar with all said restrictions and rules of the Marina Pacifica Condominium Owners Association and agrees to abide by them. No tenancy is valid until the Association receives a copy of the Tenant Abidance Agreement. Unless this provision is complied with, the lessees or tenants shall not be entitled to use Association facilities."
- E. The Homeowner must inform the management company in writing of any new tenant(s) prior to the intended date of occupancy, and a Resident Information Form as well as a Tenant Abidance Agreement must be completed, signed and returned within thirty (30) calendar days of the new tenant occupancy. Should homeowner fail to complete the above within thirty (30) calendar days of his tenant's occupancy a fine will be levied.
- F. Upon move out, if a tenant has not return the common area facilities access key card, it is your responsibility to notify management immediately to deactivate access. Failure to do so could result in charges for vandalism, damage or misuse.

## **SECTION XI - TERMITE CONTROL POLICY**

- A. Marina Pacifica is a condominium community as part of routine maintenance at the discretion of the Board of Directors. Owners are obligated to cooperate with the inspection and treatment as deemed appropriate by the board of directors. Failure to do so could result in cancellation fees being assessed to owner accounts.
- B. Inspections ordered as part of escrow by the buyer or seller will be at owner cost. Treatment and repairs will be covered by the Association.

## **SECTION XII - ARCHITECTURAL GUIDELINES**

No building, fence, wall or other structure may be commenced, erected or maintained within the Project, nor shall any exterior addition to or change or alteration in any such

structures or the Project, including solar heating systems, pools, spas, ponds, fountains, landscaping, stonework, concrete work or related mechanical plumbing or Electrical facilities, awnings, covers or antennas, be made or installed until the plans and Specifications showing the nature, kind, shape, materials and location of the same have been submitted to and approved in writing as to harmony of design and location in relation to the surrounding structures, compliance with the Governing Documents and Architectural Rules, landscaping and topography, by the Architectural Committee and/or Board of Directors.

For your convenience, below are specifications on previously approved requests:

#### Doors

Overhead Garage door

Amar- Heritage model

Unique Crescent model

24 gauge 16' x 7' short panel with vents but no windows

Paint color- Dunn Edwards Farmyard (low sheen)

Pedestrian garage door

Masonite-model number 84437 (Home Depot)

Six panel steel door with foam core and smooth finish

30" X 80 " (measure yours for exact size needed)

Paint Color-to blend with stucco call management for details

Front door

Masonite-Safe and Sound 36" x 80" (Home Depot)

Four panel-model number 19372

Six panel-model number 19013

Paint Color- Dunn Edwards Burnt Tile (semi gloss)

Security Doors-

36" x 80" steel door

Vallarta model number 92020051 (Lowe's)

Laguna model number 507B (Home Depot)

Paint Color-Dunn Edwards Burnt Tile

Lighting-Front door/porch/patio/pedestrian garage door WHITE ONLY

Newport Coastal-model 7974-01W

Green Matters-model HD-2527 (dusk to dawn)

## Windows

White vinyl retrofit/picture windows on front units must have grids  
Better Bilt 360 Series (Lowe's)  
Milgard Tuscan Series

## Fence

1 x 6 x 6 inch dog ear installation overlapping pattern for privacy  
Framing-4x4x8 pressure treated posts  
Structural-cement footings at each upright  
Paint color-Dunn Edwards Farmyard ECC-58-1 (low sheen)

## Satellite Dish

- 1) Satellite Dishes and associated wiring shall not be attached to any part of the association buildings.
- 2) A,B,C,D units shall have the satellite dishes mounted on a weighted mast or tripod stand within the exclusive patio area of the respective unit and not be visible from the common area.
- 3) For reception purposes only, B & C units may have the satellite dish installed on top of their respective pergola, near the center line of the common pergolas. Wiring shall be painted the same color as the color of the pergola.
- 4) Wiring shall not be attached to the building stucco, but shall enter the unit at one entry point only not visible from common area, through the stucco. The point of entry must be properly sealed to prevent water intrusion. Wiring to additional locations in the home shall be done on the interior of the unit only.

## Structures Visible from common area

Sunshades, Pergolas or any other structure that would be visible from common area (above the fence line) requires approval prior to installation. Approved color for painting wood pergolas is Dunn Edwards-Farmyard (low sheen)

## Wood Pergola

Header 6 X 6 Douglas Fir  
Posts are 6 x 6 Douglas Fir  
Post base should be Simpson ABA66Z or similar with 1 in. rise  
Post base to be anchored in concrete with min. 3 ½ in. drop in anchor  
Beams are 4 in. by 6 in. Douglas Fir and toe-nailed into existing header on house  
Top boards 2 x 4 laid flat and nailed to beams  
Paint color- Dunn Edwards farmyard ECC-58-1 (low sheen)

Although we've provided the above for your convenience, please submit and return an Architectural Change Request form for approval prior to starting any work even on



previously approved items. **Any Architectural changes made without prior consent of the board is considered a Major Infraction and may result in a \$100.00 fine being imposed as well as demand for removal should the change be non conforming.**

### **SECTION XIII - ENFORCEMENT AND FINING PROCEDURES**

The purpose of enforcement procedures is to obtain full compliance by all owners, family, guests or residents in place with the Covenants, Conditions and Restrictions, the Bylaws, and the Rules and Regulations of the Association. Should any CC&Rs or Bylaws conflict with these Rules, then the CC&Rs or Bylaws shall prevail.

Civil and criminal matters should be directed to the appropriate authority. Violations of the pet leash or clean up law should be reported directly to County Animal Control. Please contact the management company and provide a case/incident number and what agency the incident was reported to

Complaint of alleged violation: should anyone observe any violation of the CC&Rs, Bylaws or Rules, he or she may notify the Board of Directors of such alleged violation. Notification should be in writing and shall contain the following, whenever possible:

1. A detailed description of the of violation,
2. Name and address of the violating party,
3. Date and time the alleged violation occurred.

Board action on complaint: upon receipt of the complaint, the Board of Directors or their agent may do, but are not limited to any of the following:

Issue a warning notice to the alleged violator informing that further violations will result in a monetary fine. Any such charges so assessed shall be "special assessments".

The Association can and will levy fines as follows:

- a. First Offense. Warning letter. (Note: Administrative costs apply)
- b. Second Offense. \$50.00 fine
- c. Third Offense. \$75.00 fine
- d. Each Subsequent Offense. \$150.00 fine
- e. Architectural Changes without prior board approval \$100.00
- f. Failure to attend or submit the ballot of the Annual/Special meetings: \$25.00
- g. Failure to update Resident information Forms \$25.00

Forms can be obtained on request by contacting the management company:

Confidential Resident Information Form

Architectural Change Request Form

Tenant Abidance Agreement

Complaint Form

Replacement copies of this handbook can be purchased for \$5.00