

AMHERST HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

RULES AND REGULATIONS FOR AMHERST

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BASIC RULES

- A. RESTRICTED COMMON AREA: Patios are restricted common areas. They must be kept clean, neat and not used as storage space. No articles to be hung from patio fences.
- B. PARKING: Parking spaces are to be used for operable passenger cars only. Inoperable vehicles subject to towing. No vehicle repairs allowed. Parking spaces must be kept clean of dirt and oil.
- C. CHILDREN: Driveways, paved areas, and other common areas are not to be used as playgrounds. Parents must be aware of the danger and the noise, and supervise their children.
- D. NOISE: Noise must be kept low at all times--at a level that is not disturbing to other residents (Music, Parties, Television, Barking dogs, etc.).
- E. SPEED LIMIT: Speed limit in driveway is 5 mph.
- F. PETS: Animal litter deposits must be removed immediately. Dogs must be kept on a leash. No dogs weighing more than 12 to 14 pounds.
- G. TRASH: Trash area must be kept clean.

FINES

Fines are \$25.00 or \$50.00. Damaging common property requires reimbursement. See the regulatory manual for details.

This is not a complete list of rules. All residents are to have a copy of the regulatory manual. If you do not have one, contact your landlord, or Jim Ladd.

PREFACE

A. Purpose

1. In order to maintain adequate environmental conditions for enjoyable living within Amherst Homeowners Association, reasonable regulatory policies must be established by resolution of the Board of Directors of the Association for the mutual benefit of all property owners and residents.

2. Compliance with these regulations is mandatory in order to prevent deterioration of living conditions and depreciation of property values within the project.

3. These regulations will be enforced by the Board of Directors, with the assistance of the Property Management Company and the Association's legal counsel, through the assessment of fines and/or appropriate legal action. All fines will be assessed against the responsible owner's unit and added to the regular monthly maintenance fee. Unpaid fines and maintenance fees constitute a lien against the unit involved which can be enforced through foreclosure.

4. This manual is supplemental to other regulatory documents comprising the condominium plan as originally (Declaration of Covenants, Conditions and Restriction) and By-Laws. These documents, together with applicable amendments, are filed in the Office of the County Recorder (File/Page 79-331370 dated August 8, 1979. All purchasers are to receive copies of these documents at the close of escrow.

B. Legal Authority

1. This manual is in accordance with provisions of the original condominium plan (C,C & R's) established by the project developer and approved by the proper Legal Authority.

2. Delivery of this manual to the last known condominium address or off-site address of each Owner (s) shall constitute proper notice of the regulations contained herein for enforcement purposes.

3. Off-site Owner(s) must provide a copy of this document to their tenant(s), who shall sign for it during the rental transaction. Owner(s) shall submit to the Board, in care of the Property Manager, a form signed by the tenant(s) stating that the tenant(s) have read the basic rules and have received a copy of the regulatory manual and will comply.

4. Changes to the Regulatory Manual will be disseminated to homeowners through the Association's newsletter.

REGULATIONS

Article 1. General Information

Section 1. Correspondence - All correspondence for the Association should be sent to:

Amherst Estates Association
PO BOX 151412
San Diego, CA 92115
619-797-6735
Amherstestates@gmail.com

Section 2. Procedures - Requests for consideration by the Board of Directors of suggestions or problems concerning general Association matters must be submitted in writing and mailed to the Board.

a. Requests for approval of authorized exterior additions or modifications must be submitted to the Board in writing, and approved, before any such work shall commence.

b. Management shall report any violations of the CCR's, By-Laws or this Regulatory Manual in writing to owners of unit with a copy to the Board of Directors.

Section 3. Civil Matters - Civil matters and enforcement of the CIVIL Code are under the jurisdiction of the County of San Diego and/or the State of California. Violations of same should be reported immediately to the appropriate authority by the observing individual.

Section 4. Change of Address - Any change of address of the homeowner(s) must be reported to the Property Management Company within 14 days of such change.

Section 5. Change of Ownership - In the event of sale of a unit, all regulatory documents, including this manual, must be forwarded to the new owner(s) by the seller.

Section 6. Regulatory Manual Copies - Copies of this manual may be obtained from the Management company at a nominal fee.

Article 11. Board of Directors, Responsibilities and Authorities

Section 1. General - The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law or the Association By-laws, Regulatory Manual, or Enabling Declaration directed to be exercised and done by the homeowners.

Section 2. Specific Duties - In addition to the duties imposed by the Association By-Laws and CCR's, the Board of Directors shall be responsible for the following:

a. Care, upkeep and surveillance of the project, the common areas and the facilities, and the restricted common areas and facilities.

b. Assessment and collection of monthly maintenance fees, late fees, and fines from the owners.

c. Employment and dismissal of the personnel necessary for the maintenance and operations of the project.

Section 3. Inspection - The Board of Directors and/or Property Management will periodically inspect all buildings, parking areas, patios, balconies and trash area to ensure compliance with all regulations.

Section 4. Elections - The election of members of the Board of Directors is defined in the CCR's and the By-Laws. Elections will be held at the annual general meetings. Homeowners are notified of such meetings as defined in the By-Laws.

Section 5. Voting - Decisions by the Board of Directors shall be accomplished by a majority vote of a quorum of directors.

Article III. Property Management Company, Responsibilities and Authorities

Section 1. General - The Board of Directors employs for the Association a property management company and/or agent at a compensation established by the Board to perform such duties and services the Board authorizes.

Section 2. Specific Duties - The following duties and services are to be performed by the Property Management Company, but are not necessarily limited to:

- a. Collection of monthly maintenance fees, late fees and fines from owners.
- b. Supervision of personnel necessary for the maintenance and operation of the project common areas and facilities.
- c. Processing of owner requests for repair or maintenance of the project.
- d. Instruction to the owners and residents as to the rules and regulations of the Association.

Article IV. Owners, Obligations

Section 1. Maintenance Fees, Fines and Late Charges
All owners are obligated to pay monthly maintenance fees, fines, and late charges as determined and imposed by the Board of Directors.

- a. Unpaid monthly maintenance fees, fines and late charges can constitute a lien against the unit involved.
- b. Maintenance fees and fines are due on the first of each month and become delinquent on the 30th.
- c. Notice of delinquencies will be given every 30 days.
- d. Costs incurred in the collection of unpaid fees including reasonable attorney's fees will be added to the amount owed.
- e. Liens may be enforced by foreclosure sale of property.

Section 2. Maintenance and Repair - All owners must perform promptly all maintenance and repair work within their own units which, if omitted, would affect the project in its entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities that failure to do so may engender.

- a. The Board of Directors may of its own accord authorize such repairs to be performed and to assess the owner for any costs incurred where the structural integrity of the unit or building may be in question.
- b. All repairs of internal installations of the unit such as water, electricity, gas, sewage, air conditioners, sanitary facilities, doors, windows, screen, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.
- c. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area or facility damaged through his fault.
- d. If any homeowner has a need for service (ex. electrical, plumbing, etc.) that he feels is condo responsibility, two (2) Board members must be contacted before service is done, or it will be done at the expense of the homeowner. The Association will not be responsible for bills incurred without its knowledge.

Section 3. Use of Family Units - All units shall be used for residential purposes only.

Section 4. Right of Entry - Owners shall grant certain rights of entry as follows:

a. An owner shall grant the right of entry to the Property Management Company or agent or to any person authorized by the Board of Directors in case of any emergency originating in or threatening the unit whether the owner is present or not.

b. An owner shall permit other owners or members of the Board of Directors, or their representatives to enter his unit for the purposes of performing installation, alterations, or repair to the mechanical or electrical services, provided that requests for such entry are made in advance and that such entry is at a time convenient to the owner.

Section 5. Tenants - Owners shall be responsible for all actions of their tenants.

a. Owners are required to furnish their tenants with a copy of this manual.

b. Owners are responsible for the actions of their tenants' guests or pets.

Article V. Rules of Conduct

Section 1. General - These rules of conduct have been established to ensure that the quality of life for the residents is maintained at the highest level possible. Violations hereof may result in monetary penalty. Residents observing violations of the Rules of Conduct are urged to report them to the Board and/or the Property Management Company.

Section 2. Noise - Excessive noise caused by residents or persons on the property is prohibited.

a. The use of any sound producing device or shouting in such a manner as to disturb the peace, quiet and comfort of neighboring residents is prohibited.

b. Excessive noise from any animal is prohibited.

c. Violations of the above should be reported to the Board of Directors and/or the San Diego County Department of Public Health, Division Of Noise Control.

Section 3. Animal Regulations - All provision of the San Diego County Code regulating animals apply to Amherst Homeowners Association.

- a. Residents shall keep no more than two small domestic animals weighing 12 to 14 pounds.
- b. Dogs must be controlled by leash AT ALL TIMES.
- c. It is prohibited to keep any vicious animal, guard dog, exotic animal, or any animal for breeding purposes.
- d. Litter deposited by animals (cats, dogs, etc.) on lawns, sidewalks, or other project common areas or restricted common areas must be removed immediately by the owner. (Carry a plastic bag, and pick up droppings with same then dispose bag in your own trash container.)
- e. Animals shall not be tied to trees, fences, stakes, or exterior building structures within common areas.
- f. Animals found roaming free shall be assumed as strays; as such, may be held for pickup by the San Diego County Animal Shelter.
- g. Violations should be reported to the Board of Directors and/or the San Diego County Animal Control.

Section 4. Vehicle Regulations - Residents shall exercise extreme care when operating vehicles in the project.

- a. Speed limit in driveway is 5 m.p.h.
- b. Parking
 - 1. No inoperable or unregistered vehicles allowed in the complex. Inoperable vehicles in common parking area are subject to towing.

2. No vehicle shall be parked in such a manner as to block or obstruct any roadway, fire hydrant, or trash area.

3. One assigned car space for each residential unit for vehicle parking.

4. Overflow and visitor parking is restricted to the street.

5. No vehicle (including bicycles and motorcycles) shall be parked on planted areas, lawns or sidewalks within the project.

6. No commercial trucks, motorhomes, trailers, etc. shall be parked in the parking lot. (Note-- It is prohibited to hook-up to common area electricity.)

7. Vehicles parked improperly are subject to fines and/or towaway for impound storage at owner's expense.

c. Vehicle Repair

1. No vehicle overhaul, repair or maintenance shall be done within the project.

2. Spillage or drippage of vehicular fluids must be removed promptly by the owner.

d. Vehicle Operation

1. Operation of any vehicle (including bicycles or motorcycles) on planted areas, lawns or sidewalks is prohibited.

2. Unsafe or reckless operation of a vehicle is prohibited.

3. Only properly licensed drivers shall operate any motor vehicle within the project.

e. No car washing.

Section 5. Property Destruction - Destruction or damage of the project is prohibited.

- a. Individuals responsible for damage must reimburse the Association for all expenses incurred.
- b. Owners shall be held responsible for the actions of their tenants.

Section 6. Common Area Activities - Ownership of all areas exterior to individual units is shared jointly in common by all members of the Association. The following regulations pertain to activities within these areas (including the sidewalks, entry ways, lawns, planted areas and parking area.)

- a. Games and related play activities (baseball, football, frisbee, etc.) are prohibited in all common areas.
- b. Barbeques shall be confined to the parking lot or lawn area.
- c. Absolutely no loitering.

Section 7. Fire and Safety - Any hazardous or unsafe activity or storage is prohibited.

- a. Storing flammable or explosive materials in storage cabinets, or other areas of the project is prohibited.
- b. Unsafe or reckless use of barbeques or other heat producing devices is prohibited. Use of such devices shall be confined to parking lot and lawn area.

Section 8. Authorized Storage - There are no facilities for storage outside of residents units. The Association may recover removal costs from the owner.

Items unauthorized in parking lot, balconies and lawn area include, but are not limited to the following: inoperable or unlicensed vehicles, car parts, oil, or gasoline cans.

Section 9. Exterior Appearance - Owners are responsible for maintaining the exterior appearance of the project.

- a. Littering is prohibited.
- b. Hanging of garments, rugs, etc. from balconies, rails, windows or fences is prohibited.
- c. Balconies must be kept clean at all times including daily removal of animal litter.

d. Owners are responsible for appearance and maintenance of windows, window screens, screen doors, curtains, shades and other items that can be seen from outside of the individual residential units.

e. Rod iron bars on exterior of windows or doors must be approved by the Board of Directors.

f. Parking spaces must be kept clean.

g. No resident or owner shall post or allow any advertisements or posters in or on the project except as authorized by the Board of Directors.

1. Placement of "For Rent", "For Lease", or "For Sale" signs (one such sign only) in a window of the unit being rented, leased or sold is authorized by the Board.

Section 10. Trash Areas - Trash areas are to be kept clean by all residents.

Article VI. Exterior Additions and Modifications

Section 1. General - Additions or modifications to exterior building structures or general building appearance are strictly prohibited except as authorized below.

a. Requests for installation of authorized additions or modifications must be submitted in writing and approved by the Board of Directors prior to actual installation.

b. Unauthorized or unapproved additions or modifications are subject to removal and/or restoration at the owner's expense.

c. In all cases, the owner shall ensure that the authorized addition or modification conforms to the general appearance of the building.

d. Quality of any addition or modification shall be equal to or better than original construction.

e. Owner shall assume all liability for any damage or injuries caused by the installation or operation of any exterior addition or modification.

f. It is the owner's responsibility to maintain any addition or modification.

g. Screen doors shall be of good quality.
(Black or Brown).

APPENDIX A-FINES

<u>Article</u>	<u>Section</u>	<u>Violation</u>	<u>Amount</u>
V	2	Excessive noise	\$25.00
V	3a	Keeping of more than two animals (12-14 lbs)	\$25.00
V	3b	Dog not controlled by leash	\$25.00
V	3c	Keeping of vicious animal, guard dog, exotic animal, or animal for breeding purposes	\$50.00
V	3d	Failure to remove animal litter	\$50.00
V	3e	Tying animal to trees, fences, etc.	\$25.00
V	4a	Excessive speed	\$25.00
V	4b 1 thru 7	Parking violation	\$50.00
V	4c	Vehicle repair, overhaul or maintenance work	\$50.00
V	4d1	Vehicle operation Violation	\$25.00
V	4d2	Unsafe or reckless vehicle operation	\$50.00
V	4d3	Unlicensed driver	\$25.00
V	4e	Car washing violation	\$25.00
V	5a	Damage to Association Property	Cost
V	6a	Games, Activities unsupervised	\$25.00
V	6b	Barbeques in improper area	\$25.00
V	7a	Storing flammable or explosive materials	\$50.00
V	7b	Improper use of barbeques, etc.	\$25.00
V	8	Storage of unauthorized items	\$25.00
V	9a-g1	Exterior appearance	\$25.00
V	10	Failure to keep trash area clean	\$25.00

NOTE 1: All fines will be preceded by a formal warning. (Subject to fine if not corrected within 7 days.)

NOTE 2: The above fines are subject to change by vote of the Board of Directors. Fines may also be in addition to any costs of removal, repair or replacement incurred by the Association during correction of a violation.

NOTE 3: Any homeowner has the right to appeal a fine within 30 days of notification, appearing before the Board of Directors in person at their regularly scheduled Board meeting or by writing a letter addressed to: Board of Directors Amherst Homeowners Association, c/o Brickrow Property Management 1433 E. 24th Street, National City, Ca 91950

NOTE 4: All residents should report violations of this regulatory manual to our Property Manager or Board of Directors.

AMHERST ESTATES ASSOCIATION COLLECTION POLICY AND PROCEDURE

All assessments and other charges, including but not limited to fines and late charges, are due on the first day of the month and become delinquent if not received (not to mean "in the mail") by the 15th day of the month. On the 16th day of the month, a \$10 or 10% late fee, whichever is greater, will be charged to past due accounts. For all balances over 30 days, 8% per annum interest will be charged. The association may, at its option, choose to provide either billing statements or billing coupons as a courtesy to homeowners, but will be under no obligation to do so. Homeowners are responsible for prompt payment on their accounts with or without billing statements or coupons.

All reasonable costs for collection actions against a homeowner, including but not limited to attorney fees, court costs, certified mail, document preparation and reproduction, etc., will be charged to the homeowner's account and will be subject to collection in accordance with this policy.

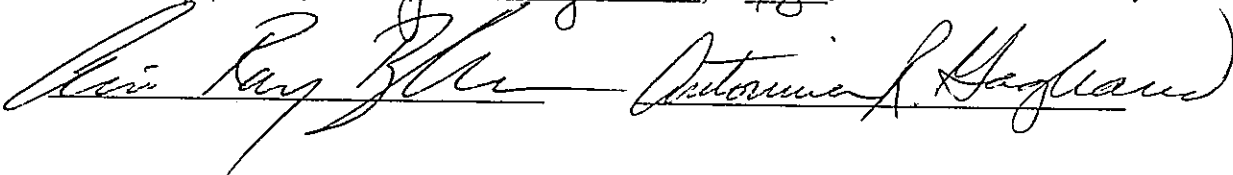
- 1) After assessments or any other charges have become delinquent and unpaid, a 15-day notice demanding payment will be sent to the delinquent homeowner. Fees and costs to pay for this service will be charged to the owners account.
- 2) If the assessments or other charges remain delinquent 15 days after the date of the notice, a lien may be filed and all costs including attorney fees will be charged to the owner's account.
- 3) If the homeowner is still delinquent 30 days after the lien is recorded, the association may begin a foreclosure on the delinquent homeowner's property. Additional fees and costs will be charged against the delinquent owner's account.
- 4) The association may publish a Notice of Trustee's Sale and may proceed to sell the property if the homeowner is still delinquent after the foreclosure period.

The Board of Directors, at its discretion, in order to collect any past due amount not paid after a 15-day notice demanding payment, may elect to pursue a civil suit of law instead of a lien and foreclosure action. The Board may also elect to suspend a delinquent homeowner's privileges and rights as a homeowner in the association, including the privilege to use any and all common areas and common area facilities. Furthermore, the Board of Directors may at its discretion pursue any and all other legal remedies the association might have against the owner of the unit on which assessments and other charges are delinquent.

If an owner disputes any charge, the owner has the right to resolve the dispute through Alternative Dispute Resolution as long as all delinquent amounts are paid in full and they are in compliance with all provisions of California Civil Code § 1366.3.

All costs for these actions will be the responsibility of the homeowner and are subject to change without notice. Failure of the association to strictly comply with this policy is not a waiver of its right to enforce the policy or to collect any and all assessments and other charges. The association is under no obligation to recognize payment by check until the check is honored by the payer's bank. There is a \$20.00 charge for all NSF and other returned checks. The association may, at its discretion, refuse receipt of partial payment on any past due balance. The Board of Directors intends to carry out this policy and procedure in accordance with all applicable laws.

We certify the Board of Directors of the Amherst Estates Association adopted this policy at a properly held meeting on the 17th day of January, 1998.


The block contains two handwritten signatures in cursive script, written over a horizontal line. The signatures appear to be "Alan Ray" and "Antonina R. Haglund".