

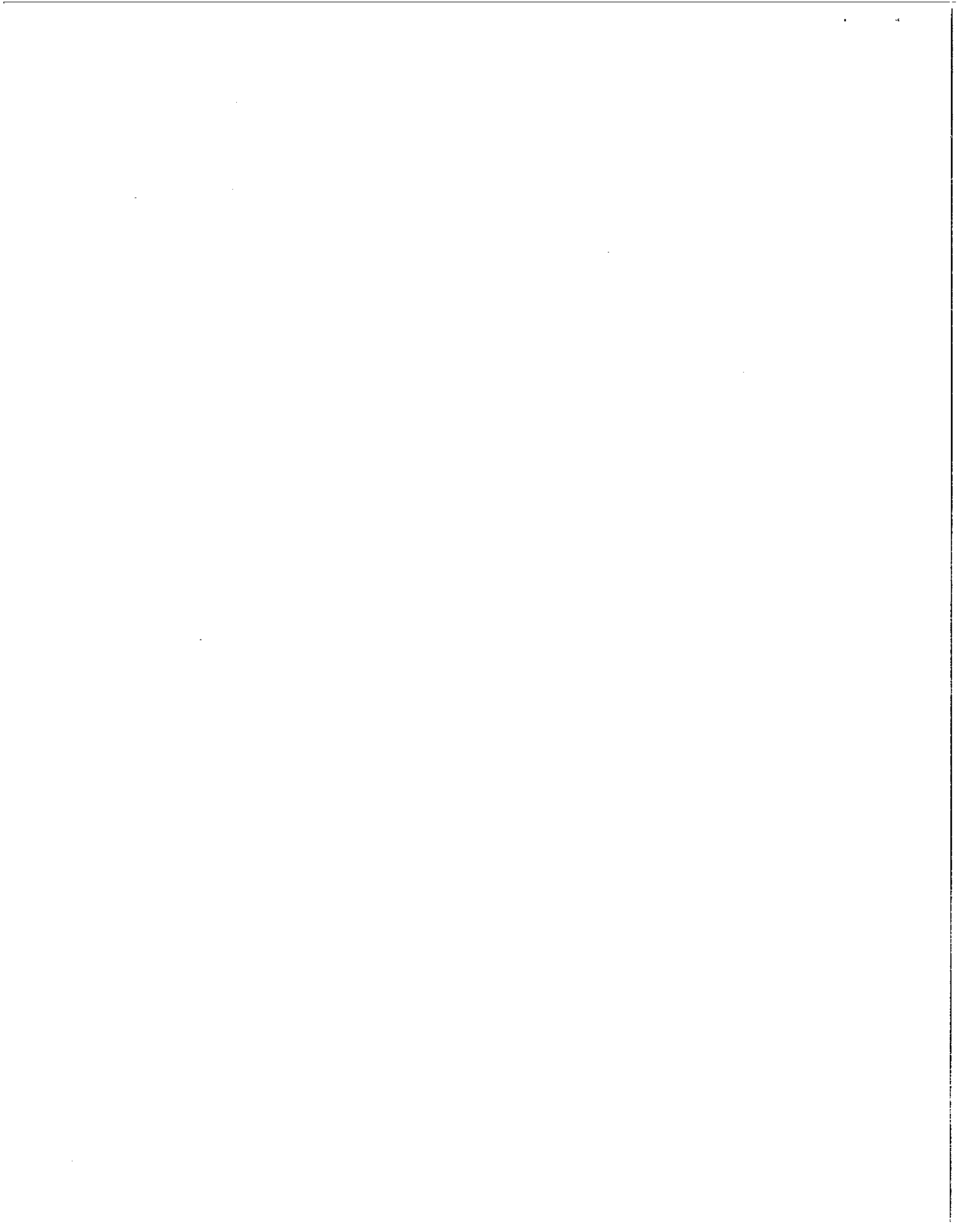
# **PLAYMOR TERRACE WEST ASSOCIATION**

## **RULES & REGULATIONS MANUAL**

**September 2007**

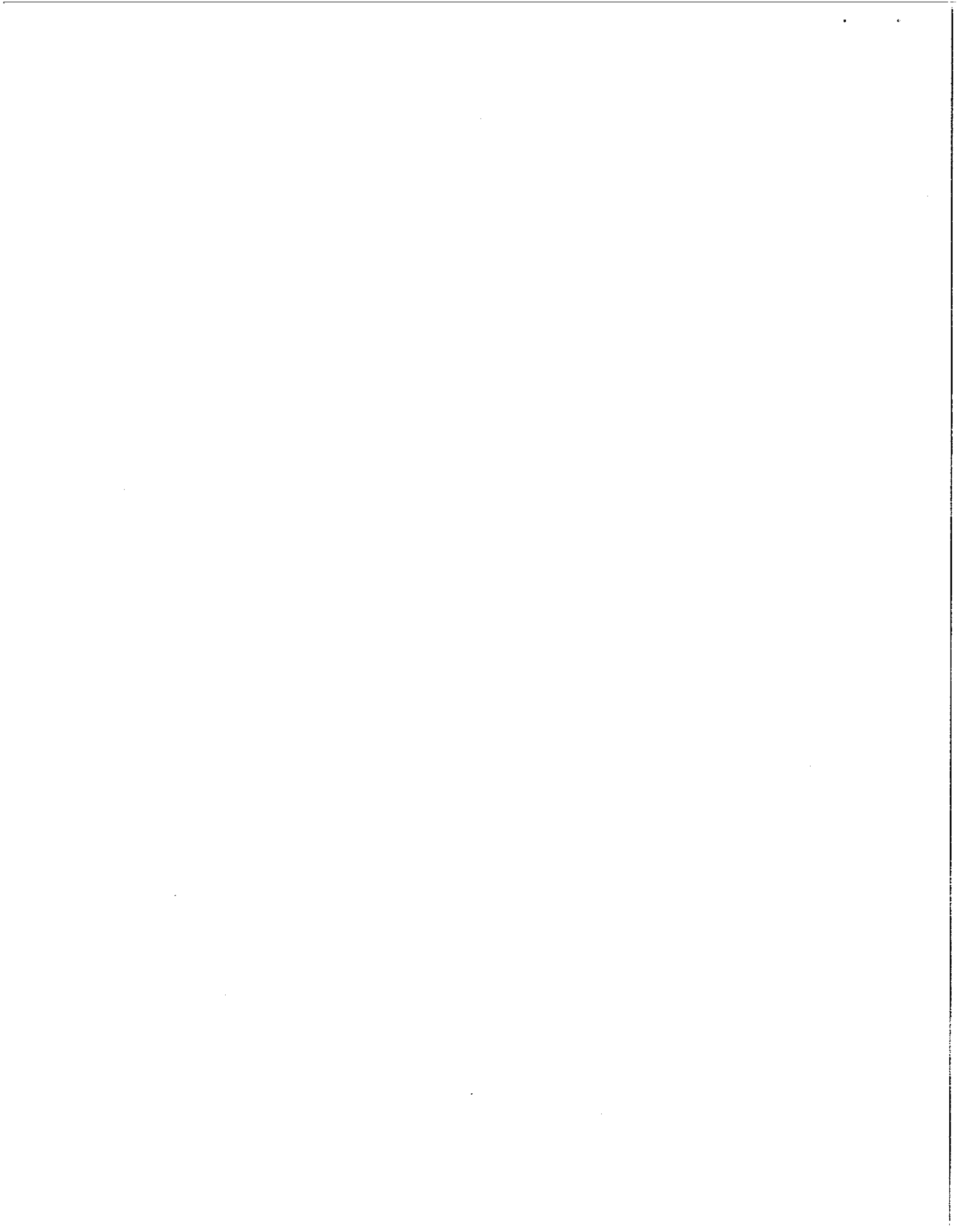
### **LANDLORDS & SELLERS**

**It is your responsibility to see that each  
tenant or buyer receives a copy of this booklet**



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## **INTRODUCTION**

In order to maintain adequate environmental conditions for enjoyable living within the Playmor Terrace West Association, reasonable regulatory policies and guidelines have been established and will be enforced. This Manual provides information concerning regulations established by resolution of the Playmor Terrace West Association Board of Directors for the mutual benefit of all property owners and tenants associated with our community. Compliance with these regulatory provisions is mandatory in accordance with Covenants, Conditions and Restrictions, hereafter referred to as the CC&R's, in order to prevent deterioration of living conditions and property values.

Provisions will be enforced by the Board of Directors, with the assistance of the project Property Manager and the Association's legal counsel by the imposition of a monetary penalty for each violation (see Section C), or by the appropriate legal action as required.

As deemed necessary, the regulations established herein may be modified or rescinded through majority action of the Board of Directors at properly noticed meetings of the Board of Directors of the Playmor Terrace West Association. Additional information concerning current Board of Directors' actions will be publicized in Association newsletters.

This Manual is supplemental to the Declaration of Covenants, Conditions and Restrictions filed in the Office of the County Recorder. If there is a conflict between the Bylaws, CC&R's and/or the Rules and Regulations, the CC&R's shall prevail.

Authority to impose these rules is expressly granted by the language set forth Declaration of Restrictions (CC&Rs) Bylaws (Bylaws) of Playmor Terrace West.

**A. Promulgation of Authority**

This Manual is promulgated in accordance with provisions of the CC&R's. Delivery of this Manual to the last known condominium address or off-site address of each Owner and tenant, as provided by such Owner or tenant to the Association's Board of Directors, shall constitute proper notice of provisions contained herein for enforcement purposes.

**B. Powers and Duties of the Board of Directors**

Powers and duties of the Board of Directors to act is as outlined in the Bylaws, to govern, adopt and publish Rules and Regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests or tenants thereon, to establish penalties for the infraction thereof, and establish committees and appoint committee chairpersons.

**C. Violations of Covenants. Conditions and Restrictions. Rules and Regulations**

Please review the Enforcement Policy and Procedures for violations of the Association's documents of adopted rules and regulations as printed in the appendix of this manual. Violations are to be reported by phone or in writing to the Property Management Company including as much information as possible.

**D. Association Address**

All correspondence about Association problems should be sent to the Property Management Company.

**E. Owner Responsibility**

1. Project Rules and Regulations are applicable to all condominium owners, residents and their guests.
2. Owners will be held strictly accountable to the Association for the conduct of their tenants and guests. OWNERS MUST PROVIDE TENANTS WITH A COPY OF THE RULES AND REGULATIONS.
3. Owners will be held liable for all damages to the common area caused by residents, tenants or their guests. The actual repair cost of such damage shall be assessed against the Owner.
4. Should a resident use his dwelling as a location for a business causing external effects detrimental to neighbors or action incompatible with the residential zone, a fine will be imposed.
5. Right to Lease: Condominiums shall be used only as a single-family residence and shall not be rented by Owners for transient or hotel purposes.

6. Annually on September 1 of each year, every owner will submit a registration form which will include the names, vehicle information, contact information and emergency contact information for all residents of that unit over the age of 18. Landlords will be responsible for providing this information for any tenants or roomers who occupy their unit. Any changes in occupancy must be reported in writing to the management company within 15 calendar days of such change.

**F. Change of Address or Ownership**

An up-to-date list of Owners is essential for efficient management of condominium operations. Any change of address or ownership must be promptly reported to the Management Company. In the event of sale, all regulatory documents, including this booklet, must be passed to the new Owner. Notification must be made by the selling party to the Association no later than three (3) days after the close of escrow.

**G. Assessment Fee Payments**

The income from monthly assessment payments provides the only means for the Association to meet its obligations for maintenance of the project common areas. It is essential that payments be received when due.

1. Assessments are due on the 1st day of each month, and a late fee equal to 10% of the unpaid amount will be charged if the payment is not received. The assessment fee will be considered delinquent after the 15th day of the month. All payments are applied to regular assessments, special assessments, legal fees and costs, late charges, interest and other charges.
2. Collection Policy is based upon the applicable provisions of the Davis-Stirling Common Interest Development Act Section 1350, et seq, of the California Civil Code and Playmor Terrace West Association's Declaration of Covenants, Conditions and Restrictions, Article IV, Sections 1 through 12, and Bylaws Section XI.
3. Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.
4. Upon any assessment becoming delinquent, the Association through its designated agent, shall notice the owner, via a pre-lien letter mailed both certified and first class, to pay the account in full within fifteen days or a lien shall be recorded against the owner's property. Should the owner fail to bring the account current pursuant to the Association's demand, a lien shall be filed against the owner's property. Within ten days of recordation, a copy of the lien shall be mailed certified to all record owners of

the property. After thirty days from the date of the recordation of lien, the Association may proceed with foreclosure of the lien. In lieu of foreclosure, or concurrently, a lawsuit may be filed against the owner personally. All costs of collection, including but not limited to, pre-lien letter, lien, foreclosure costs, court costs, and attorney fees/costs, shall be added to the owner's account and shall become the liability of the owner. Prior to release of any lien, all assessments, late charges, interest and collection costs must be paid in full to the Association.

5. Payments on outstanding balances shall first be applied to regular assessments, special assessments, legal fees and costs, late charges, interest, and other charges. Owner(s) paying under protest, must pay all disputed assessments, late charges, interest and legal/collection costs including the cost of the lien in full and notice the Association in writing by certified mail within thirty (30) days of recordation of lien, that the amount remitted is being paid under protest. Upon receipt of the notice that the money is being paid under protest, the Association shall advise the owner of the owner's right to resolve the dispute via Alternative Dispute Resolution, civil action, or other procedures available through the Association. Payment under protest may not be exercised more than two times in any single calendar year or more than three times in five years.

#### **H. Member Suggestions or Problems for Board Consideration**

Requests for consideration by the Board of Directors of suggestions or problems concerning general Association matters should be submitted in writing to the Property Manager. However, if time does not permit, Owners may appear at the next regular monthly Board Meeting and each Owner will be allotted five (5) minutes at the Board's regular business session.

#### **I. Project Utilization and Appearance**

1. Patios, balconies, porches and carports are restricted common areas subject to project environmental controls in the best interest of all Owners and tenants. A clean and neat appearance must be maintained in these areas at all times. Such areas must not be utilized in a manner which creates an annoying condition for other residents.
2. Height of all patio plantings must not exceed the top of the upper balcony railing. If there is no balcony on the patio, said plantings must not exceed a height of 9 feet, measured from the average level of patio earth. All plantings must be cut back two times per year, once by March 15 and again by October 15 or at any time in which a plant is encroaching on a common area structure.
3. The patio plantings must have minimal contact and not damage the condominium structures, i.e., patio railings, balcony structures, or other common area architectural features.
4. Balconies and patios cannot be used for storage or drying laundry. The underside of the balcony structure cannot be used to hang any items except potted live plants.



5. Common property must not be damaged by any plantings. Balconies are subject to both structural and surface damage primarily from drainage problems. Each potted plant shall have drainage provisions under the plant to retain the runoff water. Owners are responsible for repair and replacement costs of damage to fences, walls, balconies, attics, etc., which result from their plantings.
6. Only outdoor/patio type furniture may remain on any upper deck or balcony. Rugs, drapes, towels or other articles shall not be draped or hung on balcony/porch railings, or fences. Wood and/or storage piles and sheds shall be kept concealed from view of the other units, the common areas and the adjacent streets.
7. No carpeting or floor covering is permitted on any balcony
8. Video and television antennas with a diameter or diagonal measurement of 36" or less are permitted provided that the homeowner obtains Board approval prior to installation and conforms to applicable Association rules and regulations. Only one antenna or satellite dish is permitted. Applications for approval must be submitted on a Board approved form and wiring must be done internally and not be visible from the exterior of the building.
9. Architectural controls apply to all above.

**J. Carports, Parking Spaces and Streets**

1. Carports and parking spaces must not be used for storage.
2. Carports and parking spaces may only be used to park one licensed and registered automobile or light truck, or two (2) licensed and registered motorcycles – not to extend beyond the parking space.
3. One covered parking space and one uncovered space are deeded to each unit. Each space is identified as reserved by a number and must be used for parking vehicles authorized by the owner of the deeded space.
4. Vehicles must not be backed into parking spaces.
5. Riding or parking of bicycles, motorcycles or skateboards on sidewalks, planted areas, or in the fenced pool area is not permitted. The use of motorized vehicles on sidewalks, planted areas or in the pool area is not permitted except for the following: (a) Vehicles used to assist the handicapped, (b) Riding childrens' toys provided they are used only by children under the age of 8 years and are not capable of travel at speeds greater than an adult walking pace.

6. Vehicles parked in violation of Rules and Regulations are subject to tow-away for impound storage at the Owner's expense. Any Owner may initiate this action where a vehicle impinges upon that Owner's rights and privileges.
7. Vehicle maintenance, repair and overhaul work is not allowed within carports or other areas under control of the Association. Washing of vehicles in any common area is prohibited. Additionally, association water may not be used to wash any vehicle on a public street within the community.
8. Driveways to carports are FIRE LANES as well as common means of entry and exit. Therefore NO vehicle is to be parked in a manner that even partially blocks any driveway. To do so would create additional hazards in an emergency. Cars parked in RED emergency areas will be towed away and/or Owners will be fined or cited. Owners of vehicles parked illegally in NO PARKING areas will be towed, fined and/or cited for each occurrence.
9. Visitor parking spaces are for guest parking only and are not to be used by residents. A guest is limited to 48 hours in visitor parking. Violators will be subject to tow-away and/or fine.
10. No trailer, camper, motor home, commercial vehicle, truck (other than pickup or van), inoperable or unregistered vehicle or automobile, boat or similar equipment shall be permitted to remain more than 48 hours in an assigned parking space. No noisy, smokey, off-road or unlicensed motor vehicles may be operated within the project. Vehicles will be towed and owners fined for violations.
11. Owners are responsible for maintaining assigned parking spaces free of oil and grease drippings. Spaces may be cleaned periodically by the Association and the costs charged to the responsible Owner and/or plus fines. Drip pans and oil absorbing materials are not allowed to remain in the parking spaces.
12. Residents must inform guests of parking rules. Guests must park in the spaces designated for "Visitors." Any car parked in a resident's space without permission is subject to tow.

**K. Pets**

1. No livestock, poultry, or animals of any nature shall be kept in any condominium, except caged birds, and/or two (2) domesticated household pets such as dogs or cats, provided they are not kept, bred, or maintained for any commercial purpose.
2. All provisions of the San Diego County Code for regulation of animals will be enforced by Playmor Terrace West Homeowner's Association.
3. Dogs must be controlled by leash at all times when outside the individual patio enclosures and living quarters. Any litter deposited by dogs or cats on lawns, sidewalks, or other project common areas, must be removed immediately by the owner of the animal involved. Owners must carry pickup waste containers and scoop

- when walking dogs. Dogs are not permitted to be tied to trees, stakes, or other exterior building structure within project common areas. Violators will be subject to a fine.
4. Dogs and cats found roaming free within the project common areas will be subject to pick up by the County Animal Shelter (619/236-4250). Leash law violations may be reported by any resident to personnel at the County Animal Shelter. Any offensive noise, such as barking dogs, may be referred to the Noise Abatement Department of the City by calling 619/236-5500. Violations are subject to fine.
  5. No animal may be confined to an upper deck or patio at anytime, if this creates a nuisance to the community.

**L. Trash Pick-up**

1. Trash pick-up is handled by the City of San Diego in assigned City trash receptacles.
2. All trash must be placed in assigned City trash receptacles. Trash may not be placed in the trash receptacle of another owner without that owner's permission. Additionally, trash may never be stored or placed in any common area adjacent to a trash receptacle.
3. All City trash and recycling receptacles must be placed in designated pickup areas after 4:00 p.m. the evening before pick-up. During a week when there is a City of San Diego Trash Department Holiday pick-up will be one day later. Including recycling receptacles.
4. City trash receptacles and recycling receptacles must be removed from the Street by 10:00 a.m. the morning after pick-up.
5. Any resident who deposits trash on an unauthorized date or time or in any unauthorized manner is subject to a fine or charge.
6. All City receptacles must be stored in the patio area of the residence or in their covered carport in front of the vehicle. Lids must be kept closed. The surrounding area must be kept neat and clean. Trash which does not fit into the city receptacle may not at any time be placed in the carport or any other common area.

**M. Noise**

Radios, televisions, stereos, musical instruments, party activities, resident's auto alarms and other noise sources, must be restricted at all times to a level that is not disturbing to residents 24/7/365. This section applies to all common areas in addition to individual units. Owners are responsible for noise nuisance created by guests and tenants and will be subject to fines at the discretion of the Board. **RULES WILL BE STRICTLY ENFORCED.** Noise problems may be reported by any resident to the San Diego Police Department (619/531-2000) for corrective action.

**N. Architectural Control**

1. Individual property ownership within Playmor Terrace West Association is limited to the area bound by the interior surface of walls, floors, ceilings, windows and doors, with the exception of window coverings as outlined in the Architectural Control Rules. The ownership of all exterior areas is jointly shared in common by members of the Association. Approved architectural changes become the responsibility of the homeowner and any subsequent homeowner.
2. All proposed changes to the exterior surface of buildings and grounds must be submitted to and approved by the Board of Directors prior to installation. All proposals must be submitted on a form approved by the board.
  - a. Each request for approval of a planned exterior addition or change must include general description, detailed specification drawings, color and type of materials to be used, and the name of the contractor or individual doing the work, if a San Diego City building permit is required by the City, one must obtain said permit.
  - b. Plans must be submitted through the Property Manager to the Board of Directors.
  - c. The Property Manager must be contacted within ten (10) days after completion for final inspection and approval.
3. Unauthorized additions will be subject to removal at the Owner' expense.
4. Owners are responsible for installation costs and maintenance of any exterior additions, and any subsequent damage resulting from the subject changes.
5. Signs other than 'For Rent' and 'For Sale' signs shall only be allowed on the exterior of the buildings with the express permission of the Playmor Terrace West Board of Directors.
6. One 'For Sale' or 'For Rent' sign of customary size is allowed to be placed on a residence fence, a window or on a balcony. If the residence does not have frontage on a street or driveway, an additional sign 8 inches x 14 inches is allowed on a carport of the building where the living unit is for sale or for rent. If objectionable signs are maintained on the premises, a fine plus cost of removal will be imposed. Any 'For Rent' or 'For Sale' sign must be removed once a unit is occupied.
7. Architectural Restrictions:
  - a. No room additions or patio enlargements will be authorized.
  - b. Patio covers cannot extend beyond original patio fence line and must conform to standard patio cover drawings and specifications on file with the Management Company.

- c. All front door screen doors or security doors must be maintained in good operating condition with functioning closures. All screen doors and window screens must be kept in good repair. Surface finish shall match the color of the front door or be black or bronze.
- d. Air conditioning units may be installed only with the prior consent of the Board of Directors.
- e. All windows facing the exterior, shall have coverings in shades of neutral color as approved by the Board of Directors and must be kept in good condition. Torn, broken or damaged window coverings will be subject to fines. Residents may not place any objects between the window covering and the window.
- f. Replacement windows and sliding glass doors must conform to the architectural standards of Playmor Terrace West. Exterior frames must be black or bronze. Both are subject to board approval.
- g. Replacement front doors and french patio doors must conform to the architectural standards of Playmor. Both are subject to board approval.
- h. Exterior December holiday lighting may be installed no earlier than the day after Thanksgiving and must be removed by the end of the following month, January 31<sup>st</sup>

8. **Restricted Common Area Repairs:**

The residential patio areas and balconies are restricted common area and access to these areas is restricted; therefore, the Association and its maintenance personnel will not be making repairs to hose bibs and lighting located in these areas. In order to protect the buildings from damage, the individual homeowner must keep the patio plumbing fixtures in good repair and free from leaks.

In order to maintain lighting standardization, no patio or balcony lighting can be modified without Association approval. Replacement light fixtures must duplicate the standardized fixture utilized at all other Playmor Terrace West living units.

Maintenance and repair of the individual electrical outlets on the patio is the responsibility of the homeowner.

0. **Landscaping for Common Areas**

All proposed changes in landscaping of common areas, excluding individual patios, require prior written approval of the Board of Directors. All replanting of common areas requested by specific Owners or group of Owners must be approved by the Board of Directors. Donated plants of suitable type may be accepted for use within areas specified

by donors at the discretion of the Board of Directors. The Association shall not be held responsible for any damage to donated plants.

**P. Pool Rules**

1. The pools are for the use of Playmor Terrace West residents and invited guests only. Possession of a pool key does not authorize use of pool facilities to individuals who are not residents of Playmore Terrace West.
2. Guests must be accompanied at all times by a Playmor Terrace West resident.
3. All persons using the pool do so at their own risk.
4. NO diving is permitted.
5. The Association does not provide lifeguards. It is the responsibility of parents to assure that children (14 years old or younger) are under the DIRECT poolside supervision of a designated responsible adult who must oversee their activities at all times. This includes guests. (California State Law). For purposes of this section, adult means 18 years of age or older.
6. Babies or small children must wear rubber or plastic pants over diapers in the pool.
7. NO glass items are permitted in pool area.
8. NO smoking is permitted in pool area.
9. Animals are not permitted in pool or pool area. (California State Law)
10. No large flotation devices that interfere with other swimmers may be used.
11. Pool gates must be kept locked before and after entering or leaving pool. Only those with authorized pool keys are entitled to use the pool. Propping the gate open or closing the gate in such a way that it does not lock is strictly prohibited. Climbing over the pool fence or gate is strictly prohibited; violators will be subject to the maximum fine. Any resident violating this section will be immediately called to a hearing.
12. Everyone must take a shower before entering the pool.
13. Persons intoxicated, physically dirty, or suffering from a contagious or infectious disease are not permitted use of the pool. (California State Law)
14. Life saving equipment is for emergency use only. (California State Law)
15. No wheeled vehicles are allowed in pool area except for the handicapped, i.e., wheelchairs or walkers.

16. A charge of \$100.00 will be imposed for each replaced pool key. Damaged or broken keys will be replaced for \$10.00 by contacting the Management Company provided the broken or damaged key is returned to the management company.
17. Noise must be kept to a low level in order not to interfere with others in the pool areas as well as nearby residents. Playing of games such as 'Marco Polo' which require the use of loud voices is prohibited. The age-appropriate play of children is encouraged; however, excessive noise, yelling, running and horse-play are not permitted.
18. Barbequing is not permitted in the pool area.
19. Pool users may only listen to music with the use of a personal headset.
20. All pool violators are subject to fine.
21. Pool hours: Sunday - Thursday 6:30 a.m. to 9:00 p.m.  
Friday - Saturday 6:30 a.m. to 10:00 p.m.

**Q. Rules for Pool Area Reservations**

1. The Pear Tree pool area may be reserved for private parties by their exclusive use. A security deposit of \$250.00 will be payable to the Association and a completed Application is required 14 days prior to the event. Applications can be obtained through the Management Company.
2. Private parties are considered to be a gathering of more than 10 people, but not to exceed 40 people, for a social event. Solicitation of funds, admission charges, gambling or other illegal activities are not permitted..
3. The host/hostess is held responsible for the proper conduct of his/her guests. No one under 21 may be served alcoholic beverages.
4. The closing time for parties held Sunday through Thursday is 9:00 p.m. and 10: 00 p.m. on Friday and Saturday nights.
5. Complaints about parties will be resolved by the Board of Directors. Any complaint will require the resident making the reservation to appear before the Board of Directors.
6. All rules and regulations for Playmor Terrace West must be complied with.
7. Residents must inform guests of parking rules. Guests must park in the spaces designated for Visitors or on the street. Any car parked in a resident's space is subject to towing.
8. No barbecuing is allowed in pool areas.

9. The authorized host is responsible for clean-up immediately following the party and for complete removal of all trash. (Host provides trash bags.)
10. Music and noise must be kept to a low level in consideration of pool neighbors.
11. Any violation of rules may result in the immediate cancellation of the party at the discretion of the Management Company or a Board Member.



## **APPENDIX**

### **ENFORCEMENT POLICY AND PROCEDURES FOR VIOLATIONS OF THE ASSOCIATION'S DOCUMENTS OF ADOPTED RULES AND REGULATIONS**

#### **Section 1. Actions Prior to Initiation of Formal Disciplinary Process**

The Board of Directors, ("the Board"), an owner of an undivided interest ("Member"), or any resident of the Association has the authority to request in any reasonable manner that a Member, resident, tenant or invitee thereof cease or correct any act or omission which appears to be in violation of the Articles of Incorporation, Bylaws, Covenants, Conditions and Restrictions (CC&Rs) or Rules and Regulations ("Rules") governing the Association. Complainants are encouraged to attempt such informal resolution before the formal process is initiated. However, if a Member or resident cannot or will not initiate informal resolution, or if the informal resolution is not successful, the following procedure will apply. This process only applies to 'correctible' violations. Non-correctible violations may, at the discretion of the board, proceed directly to the hearing phase (section 5). For the purposes of this section, a correctible offense is one which is reversible by the owner of a unit. Examples would include, but not be limited to architectural violations, and landscape violations. Non-correctible violations are ones which have occurred and are not 'reversible.' Examples would include violations concerning, noise, pool rule violations and parking violations. Additionally, any violation which, in the opinion of the board, constitutes an immediate threat to health and safety may proceed directly to the hearing phase and the board may demand immediate correction of the violation.

#### **Section 2. Written Complaint**

Formal disciplinary proceedings will be initiated upon the receipt of a written complaint ("Complaint") from any Member to the Board or its designated agent. Complaints may also be initiated directly by any member of the Board of Directors or by the management agent. The Complaint should include the specific provisions of the CC&Rs or rules which the Respondent is alleged to have violated. It should consist of more than charges phrased in the general language of such provisions, containing as many specific and supporting facts as are available, such as time, date, location, person(s) involved, and other relevant details.

#### **Section 3. Notice of Non-Compliance**

Upon the filing of the Complaint, the Board shall reasonably investigate the Complaint to verify that, if true, the alleged prima facie constitute violation(s) of the CC&Rs or Rules. If so (and if the Board in its sole discretion determines that enforcement is appropriate in the case in question), the Board shall send a written Notice of NonCompliance (or "First Notice") to the Respondent and/or owner of the separate interest, summarizing the Complaint and requesting compliance within a reasonable period of time. Such Notice shall be served by first class mail or by personal delivery to the owner of record. No penalty shall be assessed to the owner in this Notice. If compliance is obtained as a result of sending this Notice of Non-compliance, the Board need not take any additional action on the Complaint.

#### **Section 4. Second Notice**

If the violation described in the First Notice is not corrected within the reasonable time (as determined by the Board), a second notification letter will be sent to the offender ("Second Notice"). The Second Notice will advise the offender that the violation must be corrected within

a reasonable period of time, but no more than fifteen (15) days from the date of the Second Notice and that should the violation not be corrected, a hearing before the Board of Directors will be scheduled. The Second Notice will also advise the offender that if it is necessary to schedule a hearing, the offender will be charged a \$50.00 administrative fee in addition to any other penalties that may be assessed at the hearing. The \$50.00 administrative fee shall cover the cost of the Board's and Management's preparation for and attendance at the hearing.

### **Section 5. Notice of Hearing**

Should the Respondent fail to comply as required by the Second Notice, or in the case of a non-correctible violation, the Board shall fix a hearing date and mail or serve a Notice of Hearing on the owner of the separate interest at least ten (10) days prior to the date of the hearing. Said Notice of Hearing, will, be served by first class mail. The Respondent shall have the right to attend the Hearing with any material witnesses and may offer evidence and/or make representations to the Board subject to the provision of Section 6 below.

The Respondent may request a continuance of the hearing if necessary. Any such request must include the reasons therefore. The decision of whether to grant the continuance shall be made by the Board and its decision is final. If a continuance is granted, the Respondent will be given notice of the new hearing date. If a continuance is not granted, or if one is not requested, the Hearing shall proceed in accordance with Section 6 below.

Whether or not the Respondent wishes to attend the hearing, he may at any time before the Hearing (or any continuance thereof), deliver to the Board a written statement setting out the Respondent's answer to the allegations in the Notice of Hearing ("the Defense"). If the Respondent submits a written response, it must be delivered to the Board of Directors, or the Board authorized representative, at least seventy-two (72) hours prior to the hearing. This will ensure that the Board has the opportunity to consider the response prior to any decision on the Complaint being made.

### **Section 6. Hearing**

- (a) Neither the Complainant nor the Respondent is obliged to be in attendance at the Hearing, although such attendance is encouraged. All hearings will be held in an open session except that, at the request of the Respondent, the Hearing will be conducted in Executive Session. The Executive Session may, at the discretion of the Board, be held on the same day as the original hearing was scheduled, or may be postponed to such a date and time as the Board shall determine. Any request for the Hearing to be held in Executive Session must be submitted seventy-two (72) hours in advance of the Hearing to allow the Executive Session to be properly noticed and scheduled. If the notice required by this paragraph is not given, the Hearing will be held in open session.
- (b) At the beginning of, or at any appropriate time during the Hearing, the Board will, at its own behest or at the request of any party, explain the rules and procedures by which the Hearing is to be conducted. The Board is entitled to exercise its discretion as to the specific manner in which the Hearing will be conducted. Technical and specific rules of evidence or procedure will not generally be applicable to the Hearing except that the Board shall have full discretion to impose specific rules where it considers such rules to be appropriate and to refuse to admit evidence not reasonably relevant to the issues.

- (c) The Board will consider any written or oral statements of the parties and witnesses together with other information and/or evidence then before it, which it reasonably determines to be material and relevant.
- (d) Should the Respondent and/or Member fail to appear at the Hearing and fail to submit a written statement in defense of the allegations, the Board will consider such failures to be an admission of the allegations.
- (e) Whenever the Board has commenced to hear the matter and a member of the Board withdraws prior to a final determination, the remaining members shall continue to hear the case.

**Section 7. Decision**

After all evidence and/or representations have been presented to the Board, the Board shall vote upon the matter, with a majority of the entire Board controlling. The decision may be made at the conclusion of the Hearing or may be postponed to no later than ten (10) days thereafter. A written decision will be mailed to the Respondent immediately. Fines, if imposed, unless otherwise ordered by the Board, shall become effective not less than five (5) days after the Board's decision is mailed to the Respondent. All decisions of the Board shall be final unless the Board, at its sole discretion, agrees to re-hear the matter due to the availability of new evidence or information of an overriding nature. All requests for rehearing must be made by the Respondent and received by the Board within fifteen (15) days of the date of the notice of the Board's decision.

**Section 8. Fine Structure**

The following fine schedule shall apply where the Board finds a violation has occurred and, at its sole discretion, determines to assess a fine. For purposes of this section a second and third and subsequent offense will be based upon a rolling 12 month calendar from the date of the last offense; thus, offenses that do not exceed second offence carry a one (1) year statute of limitations, respectively

Fine schedule for violations **excluding** noise and trash container violations:

First Offense	\$ 100.00 Maximum Fine
Second Offense	\$ 150.00 Maximum Fine
Third Offenses	\$ 200.00 Maximum Fine

Subsequent offenses will increase in \$100 increments with no maximum.

Fine schedule for noise violations:

First Offense	\$200.00 Maximum Fine
Second Offense	\$300.00 Maximum Fine
Third Offense	\$500.00 Maximum Fine

Subsequent offenses will increase in \$200 increments with no maximum.

Fine schedule for trash and recycling containers left in the street before 4:00pm the evening before pick up or after 10:00am the day after pickup:

First Offense	a warning letter is sent to the unit owner.
Second Offense	Unit owner is and called to a hearing, at which time the Board of Directors may fine the unit owner \$50.00.

Subsequent offenses will increase in increments of \$25 with no maximum.

The fines listed above are maximum amounts per violation. If circumstances warrant, the Board may impose lesser amounts and may suspend imposition of all or any portion of a fine for up to one year from the date of the Hearing. Fines for offenses of separate rules will each start at the first offense stage and progress to higher levels as appropriate. Recurring fines up to the above maximum rates are permissible on a per occurrence basis until compliance is achieved.

In addition to assessment of a fine, the Board may suspend the Respondent's voting rights and Association privilege as outlined in the CC&Rs, Bylaws and Rules.

#### **Section 9. Rules Committee**

Any of the rights, duties and actions outlined in this policy permitted or required to be performed by the Board may, at the discretion of the Board, be delegated to a Rules Committee, the management agent, or other authorized agent.

#### **POLICY ON ADOPTION OF PARLIAMENTARY PROCEDURE**

WHEREAS California Civil Code Section 1363 requires that an Association must adopt a standardized parliamentary procedure for membership meetings.

NOW, THEREFORE, be it resolved that the Playmor Terrace West Homeowner's Board of Directors has adopted a booklet published by Channing L. Bete Co., Inc. titled The a. b. c's of Parliamentary Procedure as a guideline in conducting all Association Meetings.

#### **POLICY ON INSPECTION AND DISTRIBUTION OF MINUTES**

WHEREAS California Civil Code Section 1363 requires that a Community Association must make Board of Directors Meeting Minutes available to homeowners for review within 30 days after a meeting and said Board must notify homeowners on an annual basis of a method by which homeowners may obtain such minutes.

NOW, THEREFORE, be it resolved that the Playmor Terrace West Association Board of Directors will make minutes available to homeowners for review within two business days of the Board Meeting at which the minutes have been approved by a meeting of the Board of Directors. Said minutes shall be made available for inspection and copying at the principal office of the Association provided at least 24 hours notice is given to the custodian of the records desired to be inspected. Such inspection may be made Monday through Friday (except legal holidays) from 9:00 a.m. to 3:00 p.m. There shall be a charge of \$.25 per page for this service.