

PINE WOODLANDS CONDOMINIUM OWNERS ASSOCIATION

RULES REVISION MAY 2009

4844 68TH STREET, SAN DIEGO, CA 92115

Resolved this day on May 19, 2009, these Rules and Regulations are created to establish and maintain an environment that is conducive to a healthy residential condominium community, to promote a peaceful and harmonious atmosphere and to maintain and increase the fair market value of our Association. This resolution has been written in compliance of Civil Code 1357, Article 4, Operating Rules. The Board of Directors expressly implies that these rules will be implemented and enforced 60 days after mailing date. These rules are deemed reasonable and lawful and may be modified from time to time, in whole, or in part, by the Board of Directors action. The Board of Directors encourages and promotes voluntary compliance for the benefit of all. NOTE: A separate resolution for election rules was implemented on April 26, 2008 and is available upon request.

VIOLATION(S) OF THESE RULES AND REGULATIONS ARE SUBJECT TO THE COST OF REPAIRING/ REPLACING/REMEDYING THE VIOLATION(S), AS WELL AS THE FOLLOWING FINE SCHEDULE FOR REPETITION OF SAME VIOLATION(S):

FIRST VIOLATION:	WARNING LETTER
SECOND VIOLATION:	\$ 50.00
THIRD VIOLATION:	\$100.00
FOURTH AND SUBSEQUENT VIOLATION:	\$200.00

*****IT SHOULD BE DULY NOTED THAT IT IS THE POSITION OF THE BOARD OF DIRECTORS THAT ALL OWNERS, TENANTS, AND INVITEES OF ALL OWNERS AND TENANTS ARE EXPECTED TO BE FAMILIAR WITH THESE RULES. OWNERS ARE RESPONSIBLE FOR PROVIDING TENANTS WITH A COPY OF THESE RULES AND REGULATIONS. MANAGEMENT'S RECEIPT OF A SIGNED ACKNOWLEDGMENT OF RECEIPT OF THESE RULES AND AN OCCUPANCY REGISTRATION FORM SIGNED BY OWNER AND ALL ADULT OCCUPANTS SHALL DEEM THEY HAVE RECEIVED THEM. OWNERS SHALL BE LIABLE FOR ANY VIOLATION OF THESE RULES BY THEIR TENANT AND SUBJECT TO FINE(S). ALL OCCUPANTS MUST UNDERSTAND THAT PINE WOODLANDS IS A CONDOMINIUM COMPLEX AND ALL OCCUPANDS AGREE TO LIVE UNDER A SPECIFIC SET OF RULES.*** Any exceptions must be approved in advance by the Board of Directors.**

LAUNDRY ROOM: Laundry room hours are from 8:00am to 9:00pm daily. All clothes washing, drying, and folding must be completed by 9:00pm. Check and clean lint filters prior to using dryers. Please be courteous and clean them for the next person when you finish your laundry. Clothes left in a machine that has completed its cycle may be removed and piled on the table if found unattended. Machines are to be used for normal household laundry within the capacity limits of the machine. Rugs, blankets, and bulky items that can overload or clog the machine with lint are prohibited. Flammable chemicals and other cleaning substances not designed for machine washers may not be used in the machines. **Non-residents are not permitted to use the laundry room facilities.** No exterior clotheslines are permitted on the premises. Clothes are not to be hung to air dry in any common area. Laundry hung to air dry inside of any unit must not be visible from doors and/or windows. Laundry cleaning product containers are to be properly disposed of. **The laundry room door must remain closed and locked when not in use.**

KEY REPLACEMENT: If an owner requests a replacement of the common area key, the charge shall be \$25.00.

Only owners may request a replacement key. Common area keys may not be duplicated and may not be distributed to non-residents without the express written consent of the Board of Directors.

PARKING: All visitors must parallel park along the street. Each unit is allowed one assigned parking space. Use of another occupant's assigned parking space is prohibited at all times unless the owner has given consent and has notified property management. Unauthorized vehicles will be towed at the owner's expense. Service vehicles may use the parking lot only for the purpose of the service that they provide is being rendered. Assigned parking spaces are to be maintained by the owner/tenant—free of oil, grease, trash and debris. Tandem parking is prohibited. All vehicles must be operable and registered. Non operable and unregistered vehicles may not be kept in the parking lot. Motorcycles are to be parked only in the assigned parking space for the unit of the motorcycle owner and is subject to be towed if found parked in any part of the common area. Extensive vehicle repair/maintenance is prohibited. All vehicles of employees, agents, owners, and occupants regularly using the premises must be registered with property management. Parking is not allowed in fire lanes or blocking access.

PARKING GATE REMOTES: If an owner or occupant loses or needs a second remote to enter the parking area, the cost of replacement/purchase will be \$50.00. Only owners may request a replacement/purchase, and are not permitted to purchase remotes through anywhere else except through the HOA.

CAR WASHING: Washing of any motor vehicle on the premises is not permitted.

COMMON AREAS: All owners, occupants/tenants, residents, and their guests are to maintain & respect the quiet enjoyment of others in common areas and in their unit(s). Leaving personal items, including clothing, toys, trip hazards, in any common area is strictly prohibited. All pedestrian entry/exit and vehicle entry/exit areas are to be kept clear at all times. Loitering outside of the pool area is not allowed. Children are not allowed to play near the vehicle gate or in the driveway or parking lot, for their safety. Common areas are owned by the Association and maintained by monthly assessments paid to the Association. Our investment in the common areas can be enhanced and maintenance costs kept at a reasonable level if rules are followed: Do not litter. Do not disturb plants and topsoil. Do not leave any items in any part of the common area. Do not engage in loud, boisterous, rough, intimidating, or dangerous activities or behavior that interferes with the permitted use of the common areas/amenities by others. All facilities are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claims by virtue of such use.

STORAGE LOCKERS: Storage of items in the lockers is strictly at the risk of the user. Users shall provide their own padlock. The storage lockers/closets are to be kept neat and clean. No dangerous, flammable, noxious, smelly, or other unpleasant goods, materials, or conditions will be permitted within the storage area. Interiors of storage lockers/closets shall be stored in a manner to prevent falling, crushing, or damage to the materials stored, or damage to the doors. Storage lockers/closets are subject to inspection by the Board of Directors. None of the occupant's belongings may be left outside of the storage lockers/closets. All persons leaving material within the lockers/closets or otherwise using the storage area will hold the Association, property management and other unit owners harmless and indemnified from any loss, damage, or other destruction of such material or conditions caused by the use of the storage area. The Association will not be responsible for any injury to persons, loss, damage, or destruction of stored items or materials within the storage area.

RIDING AND USE OF TOYS IN COMMON AREAS: Riding any and all types of toys, including but not limited to, skate boards, roller skates, roller blades, bicycles, tricycles, or any other toy in any part of common areas on the premises is prohibited.

NOISE ANNOYANCE AND NUISANCE: Televisions, radios, stereos, cassette/CD players, car stereos, computers, musical instruments, etc. shall be played at a low enough volume that will not disturb others or that interferes with the quiet enjoyment of others at any time of the day or night. Please note that this also includes conversations as well. Yelling, shouting, domestic verbal or physical violence, using obscenities and/or foul language, verbal intimidation or threats toward any other person, inside or outside of any unit is strictly prohibited. No obnoxious, improper, offensive, or unlawful use may be made of the common interest community. Unit owners/occupants will comply with and conform to all local (City), state (CA) and federal (United States) laws, codes, and regulations. Unit owners shall save the Association or other unit owners harmless from all fines, penalties, costs and prosecutions, caused by them, for the violation thereof or noncompliance therewith. Any use of the property which constitutes waste, annoyance, or nuisance will not be permitted.

BARBEQUES: Barbeques, hibachis, grills, or other flammable outdoor cooking devices may be used in the pool area only. Due to the proximity toward buildings, cooking is not allowed along the north fence, or any other common areas. Please use pool/patio area along the south Stucco parking wall for outdoor cooking.

DUMPSTER ENCLOSURE: Keep the doors to the dumpster enclosure closed after use. Boxes need to be broken down. Trash is to be placed in dumpster only and off to the side. Do not dispose of any hazardous waste in the dumpster, including electronic equipment and paint. Littering around the complex is not allowed as trash is only to be placed in the dumpster. Furniture and other large items are not to be abandoned by or placed in the dumpster. Arrangements for the collection of articles not to be placed in or by the dumpster must either be handled in its entirety by either owner or occupant.

MOVE-IN/MOVE-OUT: Furniture and household good shall only be moved in or out of the premises between the hours of 8:00am and 10:00pm. Damage to any part(s) of common area shall be repaired and paid for by the party causing damage including but not limited to vehicle, pedestrian and dumpster gates, scraping of stucco walls, stairwells, door casings, etc.

ARCHITECTURAL IMPROVEMENTS: No architectural improvements to an individual unit shall be made without notifying the Board of Directors due to the fact that water and the recirculation pump may have to be shut down and proper notice posted in advance. Any and all permanent improvements shall be made in accordance with the Declaration of Covenants, Conditions and Restrictions (CC&R's) of Pine Woodlands Condominium Ownership Plan. The proposed improvements (schematic) must be presented to the Architectural Control Committee for approval prior to the improvements being made. Any and all architectural improvements or remodeling must be in compliance with the City of San Diego building code requirements, and if permits are applicable, they must be obtained for Board of Directors approval.

GUESTS, TENANTS, OWNERS RESPONSIBILITY: Each owner shall be held responsible for: compliance in following rules themselves, their tenants, guests and invitees, and shall also be responsible for violations, damage to common areas caused by themselves, their tenants, guests and invitees. If you are planning an event please notify management 10 days in advance. Posting notice may apply.

INSURANCE: All owners should provide property management with a copy of proof of insurance such as an owner's policy. Landlords shall provide proof of a Landlord's Policy. Landlords shall advise their tenants to purchase renter's insurance. The Association's Master Policy covers only the structures and does not cover the contents of any unit.

LEASING AND SUBLEASING: Subleasing by a tenant, to a subtenant is prohibited, without written consent from the unit owner. All tenants and subtenants must complete and sign an occupancy registration form and acknowledge receipt of these rules and regulations prior to tenancy. Owners shall be responsible for occupancy registration and signed acknowledgement of receipt of Pine Woodlands rules.

OCCUPANCY REGISTRATION: Owners are responsible to register occupancy forms with property management company on an annual basis or when occupancy changes. Forms will be mailed in the year end mailing or owners may request them personally. Information to be provided is the name of all occupants of the unit; make, model, year, color and license plate number of vehicles, owner's and renter's insurance company name, policy number(s), telephone numbers, (proof of insurance). If the occupant is not an owner, the names and telephone numbers of all occupants are to be provided along with information if the occupant is a related party.

SMOKE DETECTORS: Each unit shall at all times have functioning smoke detectors. The Association shall have the right to check the proper functioning on an annual basis with proper 30 day advance notice. California Law requires that every single family dwelling sold or rented on or after January 1, 1986 must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code 13113.8).

RADIANT HEAT: All units have radiant heat in the ceilings. Hanging things from the ceilings can cause damage to the small wires. Owners are responsible for any damage caused either by themselves or by occupants.

SMOKING: Smoking is not allowed in the laundry room, in or within 5 feet of any stairwell, or within 5 feet of a neighbor's door or window, or under a second story window where smoke would rise in to an upper unit. All cigarette, cigar, and pipe ashes must be captured in an ashtray and properly and safely disposed of in a trash receptacle after ensuring all embers, ashes, fire, and butts have been extinguished. The improper disposal of cigarette butts is considered littering. Ashtrays, ash containers, may not be left in/on any part of the common areas at any time.

INSECT WINDOW SCREENS: All units are to have insect window screens in proper working order and good condition at all times. Note that insect window screens are for insect control and are not intended to retain people or property.

MAILBOXES: Damage caused to mailboxes by opening without a key is the responsibility of the owner to repair or replace. The postal service and mail carrier do not have keys to individual mailboxes. If a key is lost, broken, or stolen, the owner may contact property management first to ask if a key is available for that particular unit's mailbox. Note that some mailbox locks have previously been changed out and property management may not have keys to all mail boxes unless the owner provided one after changing out a lock. Owners are encouraged to provide property management with a duplicate key if a lock has to be changed out.

PLUMBING LEAKS: All plumbing leaks and drips are to be repaired immediately upon discovery in all units. Leaks are costly, cause damage to other units and common areas, and increases water usage & costs. **OWNERS MUST NOTIFY MANAGEMENT IN ADVANCE, EXCEPT FOR EMERGENCY REPAIRS, WHEN THEY INTEND TO TURN THE WATER OFF.** For all normal plumbing repairs owners are responsible for posting notices around the common areas at least 24 hours in advance of the time period that water and the recirculation pump will be shut down, and arrange entry to the boiler room with management.

POOL & PATIO AREA:

1. There is no lifeguard on duty. Residents/Occupants assume full responsibility for themselves and their guests.
2. The residents/occupants must accompany all guests/invitees at all times.
3. Pool hours are from 8:00am to 9:00pm.
4. Children under the age of fourteen (14) must be accompanied by an adult resident/occupant who will be responsible for their safety and actions. Only adults may supervise children in the pool and patio area.
5. No hairpins, barrettes, or metal combs are allowed to be worn in the pool as they can cause damage to the filter, pump, and plaster. Confine hair that is longer than shoulder length in a braid, ponytail, bun, or bathing cap. Loose hair clogs the filter and reduces its efficiency. Wipe off suntan lotion and oil before entering the pool. These products adhere to the tiles and dilute the chemicals.
6. Do not bring glass or breakable items into the pool area at any time.
7. Dangerous, unruly, boisterous, and suspicious activity and behavior is prohibited. Jumping/diving off the parking lot wall or fence is not allowed. Running and jumping/diving into the pool is not allowed. Avoid excessive splashing.
8. Radios, recorders, CD/cassette tape players, etc. are to be kept at a low volume so as not to disturb the quiet enjoyment rights of others in the complex.
9. Only battery operated radios, recorders, CD/cassette tape players, etc. are allowed in the pool area.
10. Pool furniture and equipment is not to be removed from the pool area.
11. Personal barbecues, hibachis, and grills may be used in the pool area with proper disposal of charcoal after complete cooling and no evidence of heat or embers is present.
12. All users of the pool are responsible for cleaning up after use.
13. Owners, residents, or occupants are requested to report to the property management company any missing furniture or equipment, including but not limited to: pole with body hook, life ring, warning signs, chairs, tables, umbrellas, etc.
14. NO PETS ARE ALLOWED IN THE POOL AREA AT ANY TIME EXCEPT SERVICE ANIMALS.
15. DO NOT SWIM IF YOU HAVE A COLD, INFECTION, ETC.
16. BABIES, TODDLERS STILL WEARING DIAPERS, AND ADULTS WITH BLADDER AND/OR BOWEL INCONTINENCE MUST WEAR PROPER SWIMWEAR TO HELP AVOID CONTAMINATION OF THE POOL WATER. SEVERAL BRANDS AND STYLES ARE AVAILABLE AT MOST DEPARTMENT STORES.
17. FAILURE TO COMPLY WILL CAUSE WRITTEN WARNINGS AND/OR FINES TO BE ASSESSED.

Pine Woodlands Pet Rules: REVISION MAY 19, 2009

Definition – Pet is defined as any California legal domesticated bird, cat, dog, or aquatic animal kept within an aquarium (ADA assistance animals notwithstanding). Section 1360.5 California Civil Code. All other pets must be approved in advance by the Association.

1. No more than one cat or dog is permitted per unit; no exceptions. The weight limit on any pet is 25 pounds. Exceptions may be made for those residents who are disabled and establish through medical proof that the resident reasonably requires said animal to assist him or her for medical purposes (e.g. a seeing eye dog).
2. All Pet owners must register each pet on a *Standard Pet Application Form and Revocable Pet Agreement* available at the MPM Realty Property Management Office prior to bringing or maintaining said animal on the Pine Woodlands premises which includes the individual units and all common areas. Existing pet owners are also subject to the registration requirement herein and must comply with these rules. Said approval shall be granted or denied within ten (10) business days from submission of the application. The management office of the Pine Woodlands HOA must be immediately notified of any changes, modifications, deletions or additions of pets. For the protection of all parties in identifying current pet occupancy and ownership, residents must comply with the pre-approved application procedures as specified herein when they intend to introduce any replacement pets into the community.
3. All dogs residing within Pine Woodlands must be licensed annually in accordance with the City of San Diego dog license requirements. Such license identification number shall be provided to the Pine Woodlands Management Office within 30 days of pet registration. A current license tag must be visibly evidenced on all resident dog collars.
4. A pet shall not be kept, bred, or used for any commercial purpose.
5. The following dog breeds, due to their aggressive nature, are not permitted in the Association: Pit Bull, Rottweiler, German Shepherd, Husky, Malamute, Wolf-Dog hybrid, Chow-Chow, Doberman-Pinscher, Great Dane, St. Bernard, etc.
6. All pets must be confined to their unit of residence, must not be allowed to roam free in any common area. When a pet is taken to and from the unit, it must be carried, restrained by a leash, or placed in an animal carrier.
7. All waste droppings must be picked up by the pet owner. Pet waste must be placed in a secure plastic bag and carefully sealed before being discarded. Discarding of all animal droppings in said bag shall be in the onsite dumpster either on or off premises in an authorized disposal location. Failure to comply with this directive is a violation and will result in a fine as provided for herein. Where litter boxes are in use by residents' pets, the contents must be disposed of by tightly securing in a plastic bag or similar container. Under no circumstances is litter to be thrown away unwrapped, or flushed down toilets. Plumbing problems and/or associated repairs will be billed to the offending residents who are cited and found guilty of this violation.
8. A pet shall never be left alone in the common area. Leaving pet food in the common area and outside front doors is likewise prohibited, as it attracts rodents and stray animals. Feeding of any animals in common areas is expressly forbidden. This includes stray cats, ducks or any other wild or domesticated animal.
9. The owner of the unit in which the pet resides shall be responsible for any damage to the common area caused by the pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage shall also be the full financial responsibility of pet owner. Pet owners shall have sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend Association from any and all liability whatsoever resulting from such claims and damages, including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.
10. Pets are never permitted in the pool area or laundry facility.
11. No person may allow a pet, whether provoked or unprovoked, to bite, attack, endanger, or inflict injury on another person or animal, or chase or approach an individual in a menacing fashion or apparent attitude of attack. If a pet previously determined by the Board to be aggressive attacks or bites a human being or domestic animal without provocation, the owner shall be subject to significant fines and may be required to (1) sterilize the pet, (2) provide the Association with proof

of a current health certificate for the pet issued by a veterinarian, (3) keep the pet muzzled at all times in the common areas and restrained by a leash under control of a competent person, (4) permanent removal from the property. Any person who owns, harbors, or otherwise provides custody for a dangerous pet shall be responsible for any damage or injury caused by that pet, including, but not limited to, veterinary or medical bills or property damage.

12. There is a scheduled violation fine per occurrence (following one warning) for pet violations unless noted otherwise above. The fine schedule is on page one of the Rules Revision May 2009. The Board may order the permanent removal of any pet where cumulative fines related to the pet exceed \$200.00.
13. On the effective commencement date of these rules revision owners and tenants who currently have allowable and approved pet(s) will be allowed to keep the existing pets already in their possession, providing there are no unpaid fines regarding the pet.

