

## **RENTAL RESTRICTIONS DISCLOSURE**

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**In 2011, the California Senate passed SB 150 which amends Civil Code §4740. Rent Restrictions.**

(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the owner acquired title to his or her separate interest.

(b) Notwithstanding the provisions of this section, an owner of a separate interest in a common interest development may expressly consent to be subject to a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee, or tenant.

(c) For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the owner of all or part of the separate interest meets at least one of the following conditions:

- (1) Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.
- (2) Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

(d) Prior to renting or leasing his or her separate interest as provided by this section, an owner shall provide the association verification of the date the owner acquired title to the separate interest and the name and contact information of the prospective tenant or the prospective tenant's representative.

(e) Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

(f) This section shall apply only to a provision in a governing document or a provision in an amendment to a governing document that becomes effective on or after January 1, 2012.

**HILL 'N DALE TOWNHOMES  
OWNERS'  
ASSOCIATION, INC.**

**RULES & REGULATIONS**

Revised & Amended  
February 11, 2013

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## **RULES & REGULATIONS**

These Rules & Regulations establish regulatory requirements for members and residents of Hill 'N Dale Townhomes Owners' Association, Inc. While these Rules and Regulations are intended to be as comprehensive as possible, it is not possible to anticipate every situation. We expect that members and residents of the Association will use good judgment, cooperation and common sense in all situations.

These Rules & Regulations have been approved by the Board of Directors of Hill N' Dale Townhomes Owners' Association, Inc.

### **1. OWNER RESPONSIBILITIES**

A. Change of address or ownership must be reported in writing to the Property Management Company within ten (10) days of close of escrow.

B. Absentee owners must provide the name and telephone number of their tenants to Management within ten (10) days of move-in. All owners must provide each new tenant(s) with a copy of the Association Rules & Regulations and with information regarding the HOA website.

C. Knowledge and compliance of the Rules & Regulations by tenants is the sole responsibility of their unit owner. Ignorance of Rules & Regulations shall not be acceptable as just cause for non-compliance. Owners are ultimately responsible for any monetary penalties or damages caused by residents, tenants or guests.

Residents are responsible for notifying their guests of the Rules & Regulations. Owners are jointly and severally responsible for any infraction of the Rules & Regulations and damages caused by their tenants' visiting guests.

### **2. FINANCIAL OBLIGATIONS**

The income from the Homeowners Association monthly dues is the only means for the Association to meet the obligations for maintenance of the Association. It is imperative that payments be received when due. Pursuant to the governing documents, assessments are due on the 1st day of each calendar month. All Assessments which are not paid when due shall be delinquent. Any assessment not received by the Property Management Company by the fifteenth (15th) day after they become due, shall incur a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Assessments not paid within thirty (30) days after the due date shall accrue interest at the rate of ten per cent (10%) per annum calculated from thirty (30) days after the assessment becomes due. There shall be a twenty-five dollar (\$25.00) handling charge, plus any bank charges, for all returned checks. The following shall apply to all past due accounts:

A. A pre-lien letter shall be sent once a delinquent account is more than thirty (30) days past due to pay the account within thirty (30) days or a lien shall be recorded against the property. Within ten (10) days of recordation, a copy of the lien shall be mailed to all record owners of the property.

B. After thirty (30) days from the date of 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.

C. All costs of collection, including but not limited to, pre-lien letter, lien, foreclosure costs, court costs and attorney's fees/costs shall be added to 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. Payments on outstanding balances shall first be applied to monthly assessments, special assessments, legal fees and costs, late charges, interest, and other charges.

### **3. MAINTENANCE/REPAIR OBLIGATIONS**

#### **Owners Obligations**

Each owner is responsible for the maintenance and repair of interior surfaces of their unit's perimeter walls, finished floor, finished ceiling, windows and doors. The owner is responsible for maintaining the interior of their patio and/or balcony and maintenance and repair of the interior surfaces of the finished floor and fence enclosure. The owner is responsible to maintain their windows, window assemblies, screens and screen doors. The owner is responsible for all plumbing located within the air space of the unit including shower, lavatory and kitchen sink fixtures.

#### **Association Obligations**

The Association is responsible for the maintenance and repair of the building's structure including bearing walls, columns, floors, roofs, foundations, beams, soffit or furred ceilings, pipes, ducts, flues, chutes, chimneys, conduits, wires and utility installations, wherever located, except the outlets thereof when located within the living unit.

The Association is only liable for damage to an owner's unit or personal property caused by the Association's negligence in its maintenance of a common area component. For instance, if a roof leak damages personal items such as carpet, wallpaper, paint (including water marks) etc.. the Association is not responsible for these repairs unless the Association was negligent in its maintenance of the roof, The Association will still be responsible to repair any common are components which are damaged; for example, dry wall.

The Association's Master Insurance Policy is not a substitute for homeowner's insurance. All owners should carry appropriate homeowner's insurance even if the condominium is rented to a tenant. It is strongly recommended that each owner review his or her personal homeowner's insurance policy with a qualified agent to ensure that they have adequate coverage.

### **4. USE OF FACILITIES**

Residents only are entitled to use the facilities at Hill N' Dale.

Each unit shall be issued one common area key card for access to the laundry and pool facilities and one key for the tennis/basketball court. If a key or key card is lost or stolen, a replacement shall be assigned to that unit. Keys and key cards are sequentially numbered and a record is maintained of all keys and key cards issued to each unit. The purpose of the identification system is to prevent vandalism and use of our property by non-residents. Your active participation in asking persons to leave the premises if they do not have a numbered key or key card when using our facilities, will ensure the success of this system.

1. If more than one person residing in the unit needs access to the key or key card, it is suggested you leave it in a common place within your unit.
2. Residents and their guests are required to have their key or key card with them at all times when using the pool area, tennis court, and laundry rooms. Those not in compliance will be asked to leave the facilities and are subject to a \$50.00 penalty.
3. There is a \$50.00 charge to replace a missing/ lost/stolen key or key card. Replacement keys and key cards are issued by the Property Management Company. In order to provide you a key or key card, you are required to come into the office and sign for it. If you are unable to come into the office, you may assign someone else to represent you; however, that person must provide Management with written authorization signed by you that he/she is picking up the key or key card on your behalf, and that person shall be required to sign for the key or key card. Owners are responsible for providing a common area keys and key cards to their tenants.

## **5. ENFORCEMENT POLICY**

Disciplinary proceedings will be initiated upon the receipt of a written Complaint from any owner or resident to the Board in care of Management, setting forth, in ordinary and concise language, the acts or omissions with which the alleged offender is charged. The Complaint must contain as many specific and supporting facts as are available including the violation, unit number committing the violation, name of person(s) committing the violation (if known), as well as date, time and location of the violation, Complaints must be signed.

Upon the filing of the Complaint, to the extent the Board deems appropriate, the Board shall reasonably investigate the Complaint to verify that, if true, the allegation(s) constitute violation(s) of the governing documents, and if so, the Board, in its sole discretion, determines that enforcement is appropriate, a Notice of Violation shall be sent to the owner summarizing the Complaint and requesting compliance. Said Notice shall be sent by first class mail. If compliance is forthcoming as stipulated in the Notice of Violation, no further action will be taken. If the violation is not corrected within the stipulated time, or if the violation is repeated, a Hearing Notice shall be sent to the owner providing a general summary of the allegations in the Complaint as well as the disciplinary action that may be imposed by the Board as a result of the noncompliance; date, time, and location of the Hearing; and a statement that the owner may attend the Hearing and address the Board with the option of being heard in either open or Executive Session. The Hearing Notice is sent by Certified, Return Receipt Requested, and first class mail at least fifteen (15) days, but not more than forty-five (45) days, prior to the date of the Hearing.

At the Hearing the Board will consider any written or oral statements of the parties and witnesses as provided by the owner and/or complainant together with such other information and/or Section evidence presented which the Board believes to be material and relevant. Whether or not the owner wishes to attend the Hearing, the owner may respond in writing to the allegations in the Complaint. If the owner submits a written response it must be received 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 a decision on the Complaint being made. Should the owner fail to appear at the Hearing and fail to submit a written statement in defense of the allegations, the Board may consider such failures to be an admission of the allegations, A decision regarding the Complaint may be made at the conclusion of the Hearing, or may be postponed to no later than seven (7) days thereafter. A written decision will be mailed to the owner as soon as practicable thereafter, but in no event more than fifteen (15) days after the Hearing. Disciplinary action, if any is imposed, and unless otherwise ordered by the Board, shall become effective no fewer than five (5) days after the Board's decision is mailed to the owner. All decisions of the Board shall be

final unless the Board, in its sole discretion, agrees to rehear the matter due to the availability of new evidence or information of an overriding nature. All requests for rehearing must be made by the owner and received by the Board within thirty (30) days of the date of the notice of the Board's decision, and must include a summary of the new evidence to be presented or the reasons why the Board's previous decision should be overturned. The following monetary penalty schedule shall apply where the Board, in its sole discretion, finds a violation has occurred and determines to assess said penalty. A \$50.00 penalty will be assessed for each violation. Failure to correct the violation or for a repeated offense of the same violation, the monetary penalty shall double; and thereafter, \$100.00 shall be assessed for each continued non-compliance of the same violation. Monetary penalties imposed are in addition to any actual costs, damages, or expenses, including attorney fees, incurred by the Association in obtaining compliance with the governing documents. If circumstances warrant the Board, in its sole discretion, may suspend imposition of all or any portion of a monetary penalty for up to one (1) year from the date of the Hearing.

The Board of Directors will try to keep the name of anyone reporting a violation strictly confidential unless the matter goes to Mediation, Arbitration or Court.

## **6. ARCHITECTURE**

All alterations to the exterior architecture or the interior structure requires the prior written architectural approval by the Board of Directors. All architectural applications must be made in writing. No outside shutter, screen, blind, drape or appurtenance shall be constructed, permitted or maintained without the express written consent of the Board of Directors in accordance with the Declaration of Restrictions, Article 2, Paragraph 2.1.2. In addition, architectural applications must be accompanied by the contractor's proof of liability insurance naming the HOA as an additional insured.

### **A. Screen/Security Doors**

1. Screen/security doors must be black or brown in color.
2. Screen/security doors must be constructed of high quality aluminum or steel.
3. Screen/security doors must be maintained by the homeowner and kept in 100% condition.
4. The Board reserves the right to require removal or repair of a screen/security door.

### **B. Windows & Screens**

1. No outside blinds are allowed on Hill N' Dale units. If protection from the sun is required or desired, solar reflecting material only in smoke or copper color may be installed on the windows subsequent to prior written architectural approval. No silver solar reflecting material is allowed.
2. Window coverings must be of a neutral color only, i.e., white, beige, or light tan.
3. Owners are responsible to keep windows and window assemblies in good working condition. All broken/cracked glass must be repaired immediately.
4. All window screens missing, needing repair, or loose must be repaired and/or replaced by the owner.

## **Architectural Standard for Replacement Windows & Patio Doors**

Due to the number of requests, the Board of Directors has approved an architectural standard for those owners desiring to replace their existing windows and/or patio doors. The pre-approved standard does not alter nor negate the requirement of submitting an architectural application for the Board's review/approval; however, it does provide the prerequisites for upgrading existing windows and patio doors.

After due consideration and careful analysis of the replacement windows available, the Board selected Master Line II, 500 Series, aluminum windows manufactured by Windowmaster Products. The windows must be in clear anodized aluminum with EZ Frame installation<sup>1</sup>, and meet the following specifications:

A) Rolling Sash Windows - MasterLine II, 510 Series, Dual Glazed with Clear or Low E-2 glass and screen.

B) Fixed Windows - Master Line II, 530 Series, Dual Glazed with Clear or Low E-2 glass.

C) Clerestory Windows - Master Line II, 550 Series, Dual Glazed with Clear or Low E-2 glass, screen, and standard contour handle. This window is available with an optional remote control.

D) Patio Sliding Doors - Master Line II, 590 Series<sup>2</sup>, Dual Glazed with Clear or Low E-2

glass and screen. Master Line II windows are available at Home Depot. As pre-site measurements are required, Home Depot will send an installer out to measure your existing windows and place your order. There is a non-refundable nominal fee for this service, which is credited toward your purchase of installation. Vinyl windows have also been approved and must meet the following specifications:

A) Milgard brand, no grids, sliders only.

B) Frames must be painted to match the building.

As with any owner upgrade, maintenance, repair, and replacement costs are the owner's responsibility. The Association shall not be responsible for any repair or maintenance costs directly or indirectly attributable to the installation and/or operation of the windows and/or doors.

<sup>1</sup> EZ Frame installation means it sits inside the existing window frame and has a wide exterior face which lays flat against the old frame and stucco.

<sup>2</sup> Master Line II, 590 Series, does not come with the EZ Frame installation. This feature must be requested at the time of ordering and is an additional charge.

### **C. Fences, Balconies, Patios**

1. Flower and plant pots are strictly prohibited from being placed on patio and balcony railings.

2. Potted plants may continue to set directly on patio slabs and balcony floors providing they are in pots with saucers under them to catch the drainage water. In addition, saucers must have adequate space underneath to allow for sufficient air circulation of the decking material, placed on plant stands, or hung from the ceiling inside the patio or balcony enclosures. Failure to comply will result in owners being



financially responsible for repair of all damages caused directly or indirectly by the plants plus monetary penalties being assessed for each non-compliance in accordance with the Enforcement policy.

3. No towels, clothing, blankets, etc., shall be permitted to hang over fences or balconies.
4. No unsightly items are allowed to be stored on balconies or patios that can be seen from common area, ground/street level or from another unit, i.e., refrigerators, mattresses, unused lumber, etc.
5. Exterior clotheslines are not permitted.
6. Propane barbecue grills are permitted, however, charcoal barbecue grills are not.
7. Propane space heaters are not permitted.
8. Christmas/holiday lighting and decorations may only be displayed from the time period starting the day after Thanksgiving and ending one week after Christmas. Other exterior lighting and decoration may not be displayed without prior approval of the Board.
9. The Board recognizes that small, tastefully done birdfeeders do not present a problem for the Association. However, the Board reserves the right to require removal of any birdfeeders that present a health or aesthetic problem.

#### **D. Satellite Receivers**

Installation of satellite dishes of one (1) meter (39.37 inches) or less in diameter, and other communication receiving antennae or devices covered by the Federal Telecommunications Act of 1996 (the "Act") (collectively referred to in this architectural standard as "qualified satellite receiver"), may be installed inside the Owner's Unit, and in the Owner's Exclusive Use Common Areas as provided per this architectural standard. Satellite dishes larger than one (1) meter (39.37 inches) in diameter, and any other antennae not covered by the Act, are prohibited. Qualified satellite receivers may be installed in Owner's Exclusive Use Common Areas. Installation of qualified satellite receivers on roofs, eaves, and exterior walls is not permitted. ***Please note, installation of satellite receivers in common areas is strictly prohibited unless approved by the Board of Directors .***

1. Prior to the installation of the qualified satellite receiver, the Owner of the Unit must submit an architectural change request.
2. An Owner may install a qualified satellite receiver on such location inside the Owner's Unit, or in the Owner's Exclusive Use Common Areas including patios or balconies as Owner shall determine is appropriate for the signal strength desired. If more than one location inside the Unit or Exclusive Use Common Areas will provide the requisite signal strength, the qualified satellite receiver shall be installed in such location as will minimize the visual effect of the equipment on the Common Areas and other residents. If placement is found to be obtrusive, Owner may be requested to camouflage installation with plants or other decor.
3. Owner, and any successors-in-interest, are responsible to maintain the qualified satellite receiver and wiring in good repair and not permit it to become unsightly.

4. Owner, and any successors-in-interest, are responsible for any removal, relocation, and/or reinstallation of the qualified satellite receiver in the event repairs to the Exclusive Use Common Area are required.
5. Owner, and any successors-in-interest, shall indemnify and hold harmless the Association and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost including attorneys' fees and Court costs, resulting from or arising out of Owner's installation, maintenance, or use of the qualified satellite receiver, to the extent that Owner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment or cost, including attorneys' fees and Court costs being indemnified.
6. Owner, and any successors-in-interest, agree to remove the dish and cabling in the event use of the qualified satellite receiver is discontinued, inoperative, or not included with sale of unit, and restore the Exclusive Use Common Area to its original condition.
7. Nothing in this policy is intended to unreasonably increase the Owner's cost of installing a satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received. Should any Owner believe that anything in this policy does unreasonably affect the cost, delay installation, or decreases signal strength, the Owner is encouraged to contact the Board of Directors to discuss and resolve the matter.
8. Nothing in this policy is to be interpreted as being in contravention of the Act regarding the installation, maintenance, and use of satellite dishes. Should any portion of this policy be interpreted as contravening the Act, that section or sections shall be considered immediately modified to conform to the Act. Should it be impossible to so modify the section or sections, that section or sections shall be deemed severable from the remainder of the policy, and shall be of no force and effect whatsoever.

## **7. CLUBHOUSE**

In order to reserve and use the clubhouse, outstanding delinquencies including assessments, late fees, interest, legal, etc., as well as all outstanding monetary penalties, damage and/or repair costs must be paid in full.

1. No one is allowed into the clubhouse in wet swimming attire.
2. Reservations for private parties must be made at least thirty (30) days in advance of the party by contacting Professional HOA Consultants, Inc at (619)229-0044. A Deposit of \$200.00, by personal check or money order, must be placed when making a reservation. The Board has discretionary power concerning reservations.
3. Only owners may reserve the facility. Absentee owners must make reservations for their tenants (i.e. fill out reservation form) and are ultimately responsible for the condition of the clubhouse.
4. Only the clubhouse may be reserved; use is limited to the interior of the clubhouse.
5. Hard liquor and beer are strictly prohibited at parties for persons under 21 years of age. No persons under 21 years of age may consume alcoholic beverages.

6. For persons under 18 years of age, chaperones are mandatory. (Chaperones will be an adult 21 years of age, and a resident).
7. The clubhouse will be closed by midnight, and the facility must be cleaned by noon the following day.
8. No live bands are permitted in the clubhouse or common area.
9. No admission may be charged for any event taking place within or outside the clubhouse.
10. There will be no excessive noise. If there is excessive noise, the police will be called and the party will be terminated.
11. **All doors to the clubhouse must remain closed after 10 p.m.** The key to the sliding glass door to the pool area requires an additional deposit, and the sliding glass door must remain closed at **ALL** times, except when entering or exiting the clubhouse.
12. Guests should remain inside the clubhouse (not in the pool/spa/BBQ area) for the duration of the party. No more than two guests per unit may be in the pool enclosure at any time.
13. Smoking is strictly prohibited, both inside the clubhouse and inside the pool enclosure.
14. While glass containers are allowed inside the clubhouse, glass of any kind is strictly prohibited in the pool enclosure.

## **8. COMMON AREA**

1. The common areas are for all residents' enjoyment, and it is everyone's responsibility to keep them free of trash and clear of personal belongings.
2. No barbecuing is allowed in the common area other than designated barbecue areas, i.e., no sidewalks, grassy areas or parking lots. No barbecuing is allowed on balcony railings for obvious safety reasons.
3. No one is allowed on roofs or in solar areas.
4. Bicycles, skateboards, mopeds, and motorcycles, etc., are not allowed on walkways, hallways or landscaped areas within the common area of Hill N' Dale.
5. No vehicle washing or major vehicle repair is permitted on the premises, including but not limited to, oil changes, engine work, etc.
6. Storage of any kind, including bicycles, is strictly prohibited in the carports,
7. It is the responsibility of all residents to be aware of the potential damage that may occur to the common area, as well as the risks of conducting or permitting recreational activities in the common areas, especially in areas used by motor vehicles. By participating in activities in such areas, the participants, or their parents or legal guardians, assume the risks inherent in doing so. The Association assumes no responsibility for property damage or bodily injury arising out of the actions of owners,

tenants, family members, and/or guests of owners/residents who choose to assume the risk of participating in activities in which they participate may cause such damage or injury. All participants who engage in any recreational activities in areas used by motor vehicles are to cease their activities immediately and yield to any motor vehicle whose path is blocked by such activities. Persons who fail to act responsibly or engage in recreational activities, which are unreasonably dangerous to property or persons may be subject to discipline for such conduct. Owners are responsible for all damages incurred to the Association or other residents directly or indirectly due to the activities of their tenants, guests, occupants of their unit, or by the owners themselves.

## **9. LANDSCAPE**

1. The landscape areas are for our visual enjoyment as well as for enhancing the value of our investment at Hill 'N Dale. Any damage to the common area landscaping (i.e. running over plants, breaking of tree branches, light fixtures, etc.) should be reported immediately in writing with complete details to Management. A notice of violation will be issued to the party responsible for the damage. We all want our complex to look it's best and will not tolerate damage and destruction of plants and facilities. Repairs or replacements will be made at the expense of the responsible owner,

2. Maintenance of the common area will be performed by the Association. Modifications, additions or changes to the common area landscaping are strictly prohibited.

## **10. LAUNDRY ROOMS**

1. Laundry room hours are 8:00 A.M. to 1:00 A.M.

2. Do not tie-up the washers longer than is necessary.

3. Leave the room and equipment clean and neat.

4. Promptly report any malfunctioning equipment to the operator of the equipment, as posted in the laundry room, and notify Management as well.

5. Before leaving the laundry room, remove all items from equipment, remove lint, etc, Clean the areas as necessary and take your washing materials with you.

6. Turn off the light and lock the door to prevent theft and vandalism

7. Laundry rooms are to be used for laundry only. Washers are not to be used for dyeing of clothes.

## **11. PARKING**

1. Resident parking is allowed ONLY in the assigned spaces of your unit.

2. Only residents who are renting an extra space may park in the designated "reserved" parking. All vehicles parked in reserved space must display their "Reserved" tag on the rearview mirror.

3. Guest parking is available only in visitor parking, on the street or in your assigned space.

4. Under no circumstances are gasoline, or gas-powered, vehicles to be parked/stored in the unit or on balconies or patios, as these can constitute a fire hazard.
5. Fire lanes **MUST** be clear at all times. These areas are marked with red lines/red hash marks. Any car parked in a fire lane or in an unassigned parking space is subject to tow. Residents may call the police department to ticket/tow cars parked in the fire lanes.
6. Inoperative or unregistered vehicle storage is not allowed. A notice will be sent to the owner of the unit to have the vehicle removed. If the vehicle is not removed within three (3) days the vehicle will be towed.
7. Any vehicle parked in a handicapped zone must display the appropriate identification. The handicapped parking space is intended for the use of handicapped guests only and is not to be used as additional parking for residents.
8. Any vehicle parked contrary to these rules, or presenting a safety or health hazard, can and will be towed away at the owner's expense.
9. Vehicles parked in any Hill 'N Dale space must fit within the markings of that space
10. Vehicles parked at Hill 'N Dale may not drip oil or chemicals of any kind on the parking surface. It is the unit owner's responsibility to see that all oil and chemicals are removed from the parking surface.
11. Parking spaces are for vehicles, not for storage. Any vehicle parked contrary to these rules, or presenting a safety hazard, can and will be towed away at the owner's expense. Hill 'N Dale is not responsible for break-ins or vandalism to vehicles.

## **Visitor Parking Policy**

- No vehicle may park in guest/visitor parking between the hours of 12:00 AM - 6:00 AM more than **three times per month**. Please note that the policy allows for a total of three nights per vehicle per month, **whether the nights are consecutive or not**.
- Vehicles remaining on the third night will be documented.
- Vehicles parked a fourth night will be towed from the premises.
- The policy resets at 12:00 AM on the first day of the month.
- No long-term visitor parking is available.

## **12. PETS**

1. Owners or residents of the Community may keep and raise a reasonable number of caged birds and aquarium fish and two usual and ordinary domestic pets such as dogs or cats, so long as the combined weight of the domestic pets does not exceed 100 pounds.
2. Owners are responsible for any and all damage caused by dogs or cats to the common area, including patio and balcony area.

3. All owners must comply with county laws and regulations with respect to control and health of pets.
4. Dogs loose in the common area are strictly prohibited! Dogs must be controlled by a leash at all times when outside individual patios or living quarters.
5. Animals must not be allowed to litter on the grounds, of the Hill N' Dale complex. Any "droppings" must be immediately cleaned up by the owner.
6. Pets are not allowed inside the pool or spa enclosures nor inside the fence of the tennis court.
7. Due to an over-population of stray animals in the common areas, all unattended animals in the common area are subject to removal by Animal Control.
8. Litter boxes may not be kept on the balcony, patio or in the common area.

### **13. SWIMMING POOL AND SPA**

1. Pool and Spa Hours are:
  - a. Sunday thru Thursday 8:00 A.M. to 10:00 P.M.
  - b. Friday and Saturday 8:00 A.M. to 11:00 P.M.
2. Quiet hours shall be observed in the pool and spa areas after 9:00 P.M. Noise is to be kept at a minimum at all times. No loud radios, music, yelling, excessive noise, foul language, etc., is allowed at any time.
3. The pool enclosure gates must be kept locked at all times. Leaving or propping the gates open is strictly prohibited.
4. All persons who use the pool and spa do so at their own risk.
5. Appropriate swim wear is required in the pool and spa. Showering is required before entering the pool or spa.
6. Unsupervised use by children under the age of fourteen (14) is prohibited.
7. Persons using the spa must be a minimum height of 4'6.
8. Use of pool and spa is restricted to residents and their guests, Guests are limited to two (2) per unit, unless prior arrangements are made with the Board of Directors or the Management Company. Neither the pool nor the spa may be reserved or used for private parties.
9. Life saving equipment is to be used only in an emergency requiring or justifying its use.
10. Persons with open cuts, wounds, infectious or communicable diseases, etc., are strictly prohibited from using the pool or spa.
11. Pets, or other animals, are not permitted in the pool or spa enclosure.

12. Bicycles, motorbikes, skateboards, roller skates, roller blades, etc. are strictly prohibited in the pool and spa enclosure.

13. Running, diving, jumping, pushing, shoving, rough play, or other dangerous, destructive, or boisterous activity is strictly prohibited at all times.

14. Glass bottles, glasses, dishes, or other breakable containers are strictly prohibited within the pool or spa enclosure.

15. Spa cover must be replaced after each use.

16. Use of pool and spa is prohibited during cleaning and servicing. Pool maintenance staff may restrict or request persons to vacate the area so that repair, maintenance or servicing may be accomplished. Adjustments to the pool and spa equipment are to be made by authorized personnel only.

17. Owners are responsible for the conduct of their guests, tenants, tenant guests, invitees, etc. Persons not complying with the rules shall be required to leave the pool area, and future use of the pool facilities may be restricted. Guests must be accompanied by homeowners or residents *over* the age of eighteen (18).

18. Residents under the age of eighteen may not have guests at the pool or recreation area without adult supervision.

## **14. TENNIS & BASKETBALL COURT**

1. The court is to be used for tennis and basketball ONLY.

2. The hours of play for tennis are Sunday-Thursday 8:00 AM – 10:00 PM and Friday – Saturday 8:00 AM – 11:00 PM. The hours of play for basketball are Monday-Sunday 9:00 AM – 8:00 PM. These hours will be strictly enforced.

### **PRIORITY OF PLAY**

- Use of the court is on a first-come first-serve basis. Tennis players have priority over basketball players.
- Adults have priority on weekdays after 5:00 PM and on weekends and holidays from 8:00 AM to 12:00 PM.

3. The court is to be locked at all times. Anyone seen propping the gate open or climbing the fence will immediately lose all privileges for use of the court.

4. **Unsupervised use by children under the age of fourteen (14) is prohibited.** Non resident guests under the age of 18 must be accompanied by an adult resident over the age of 18.

5. Fighting, yelling, foul language or other foul play is strictly prohibited.

6. Players should be prepared to identify themselves as an Association resident. At least one player must be a resident of the Association or a guest of a resident waiting to play.

7. Proper tennis or basketball shoes are required (no cleats or black soled shoes or any soles that will leave marks or destroy the court surface).
8. Basketball or tennis singles play is limited to one hour and doubles play is limited to one and a half hours when eligible players are waiting to play.
9. Bicycles, skates, skateboards, roller blades, scooters, baby carriages, playpens and pets are not allowed on the courts.
10. No food, beverages or radio playing is permitted.
11. Smoking, chewing gum, tobacco, and spitting are prohibited on the court.

## **15. NOISE**

Noise levels should be kept to a minimum and shall not infringe on normal living or enjoyment of other residents of Hill 'N Dale. No loud stereos, musical instruments, noise, yelling, etc. will be allowed at any time. If it disturbs anyone, it is too loud. Be considerate and shut your doors and windows if you think the noise level may be disturbing to others. If noise from a specific unit becomes excessive and/or persists after 10:00 PM residents should contact the police first then inform the HOA.

## **16. SIGN REGULATIONS**

1. One "For Sale" or "For Rent" sign, not in excess of 19" x 15", may be displayed in the window of any unit on the market for sale or rent; provided however, the display of the sign shall be limited to the period that said unit is actually held for sale or rent. The sign is to be removed upon rental or upon offer and acceptance of the buyer and seller. The removal shall not await the close of escrow.
2. One "Open House" sign and one pennant may be placed directly in front of the unit only during the open house period.
3. No on-site directional sign will be permitted anywhere in the complex, including at the complex entrances.

## **17. TRASH**

1. No individual trash containers are allowed in the common area.
2. Trash must be deposited inside designated dumpsters. Residents must ensure that all trash is securely bagged, and deposited directly into the dumpsters. Trash must not be left outside or on top of the dumpsters. When the trash dumpsters are full, residents *must* use the alternate dumpsters. The dumpsters are located near the mailboxes and in the rear parking lot between buildings 7750 & 7760.
3. Large items, i.e., mattresses, appliances, etc., must be disposed of at the City of San Diego Refuse facility by the resident.
4. Cardboard boxes, etc., must be broken down *completely* and deposited in the designated dumpsters.



The following items are strictly prohibited from being deposited in the waste containers at Hill N' Dale:

- Computer monitors
- Furniture of any kind
- Appliances of any kind
- Televisions
- Herbicides or pesticides
- Oil filters
- Florescent tubes
- Tires
- Paint, thinner, remover or other related products (both empty and full cans are prohibited)
- Chemical products
- Industrial waste
- Liquid waste
- Hazardous waste

**Anyone seen depositing any of those items into the dumpster or leaving any of those items near the dumpsters will immediately be fined \$100.00 for the first offense, with fines doubling for each successive offense.**

## **18. RECYCLING**

Hill N' Dale provides recycling dumpsters. They are located in the trash enclosures in the rear parking lot between buildings 7750 & 7760 and by the mailboxes.

### **What Can Go in the Recycling Container**

Newspapers and inserts. Clean mixed paper such as magazines, junk mail, cardboard, phone books, **paper** egg cartons, clean pizza boxes and food boxes (example: such as those holding dry cereal or crackers). Clean shredded paper. Cans: Aluminum cans, tin and steel cans (including pet food cans), clean foil and pie plates, **empty** aerosol cans. Glass food & beverage containers: soda bottles, food jars, wine and liquor bottles. Plastic bottles: narrow-necked, screw-top bottles, such as soda bottles, plastic milk and water jugs and colored bottles labeled with a or a imprinted on the bottom of the container. Any plastic bottle with "CRV," "CA Redemption Value," or "CA Refund" on the label.

## **What Cannot Go in the Recycling Container**

It is illegal to put trash, greenery or hazardous materials in your recycling container. No soiled or wet newspaper, rubber bands, string or plastic bags. No milk cartons, used tissues, paper plates or paper towels. No frozen food containers, such as those holding frozen vegetables or microwave dinners.

No TV dinner trays or scrap metal.

No china, ceramics, crockery, Pyrex-type glass, mirrors, window glass, light bulbs, drinking glasses, or stemware.

No plastic bags, wide-mouth plastic tubs (such as margarine, yogurt or cottage cheese), plastic trays, plastic toys, automotive product containers, poison or pesticide bottles. Please discard plastic lids.

No containers that contained household hazardous wastes, such as motor oil, paint, poison, cleaning fluids, insecticides, solvents, acids, gasoline, pool chemicals, highly flammable liquids, radioactive materials, or toxic chemicals.

## **19. WATER INTRUSION**

It is the responsibility of the Homeowner to immediately notify the HOA Management Company of any signs of water intrusion, including but not limited to, plumbing leaks, roof leaks, irrigation leaks (or overspray), window leaks, overflows from the kitchen, bathroom and/or laundry facilities, mold or mildew.

Any homeowner that fails to report water intrusion issues within 72 hours of the initial discovery will be fully responsible for all water removal, mold remediation and damage repairs in their unit, or any other homeowner's unit, regardless of the source of the intrusion.

If you have not received confirmation from the Property Management Company within 24 hours that your issue is being addressed, it is the responsibility of each homeowner to follow up with the Property Management Company to ensure timely repairs. Failure to follow up on needed repairs will transfer responsibility for damages to the individual homeowner, regardless of the source of the water intrusion.

While the HOA may investigate the water intrusion, if the intrusion is from something that is under the maintenance responsibility of the homeowner, the homeowner will be responsible for all costs involved, including investigation costs (plumbers service call, etc.), even if the homeowner chooses to use another vendor to complete any needed repairs.

## **20. SMOKING**

Please note that smoking in the exclusive use common areas and the regular common areas cannot create a nuisance for other residents. As with any other litter, disposal of cigarette butts on the ground is prohibited.

## **21. MISCELLANEOUS PROVISIONS**

1. Only owners may serve on the Board of Directors.

2. Any and all disputes arising under these Rules & Regulations, including, but not limited to, the interpretation, enforcement and imposition of monetary penalties, shall be resolved by the Board of Directors. The Board of Directors shall have full, final and exclusive jurisdiction of any such disputes and its decisions shall be final and binding on all parties. Nothing herein, however, shall prevent the Board from taking such action as is necessary or appropriate to enforce or implement its decisions,

3. These Rules & Regulations become effective immediately upon receipt and ignorance of same shall not be acceptable as just cause for non-compliance.

**Professional HOA Consultants, Inc.**  
*MANAGEMENT SERVICING HOMEOWNERS ASSOCIATIONS*  
8181 Mission Gorge Road, Suite E  
San Diego, CA 92120-1600

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**HILL 'N DALE TOWNHOMES OWNERS ASSOCIATION**

June 10, 2014

**IMPORTANT NOTICE**

To:            Members of the Hill 'N Dale Townhomes Owners Association  
Re:            Rules and Regulations Amendment - Replacement Windows & Patio Doors  
From:         Board of Directors of Hill 'N Dale Townhomes Owners Association

Dear Members;

Due to many requests from our Members to install vinyl windows, the attached proposed Replacement Window & Patio Door Rules are being presented to the membership for a 30-day review and comment period, pursuant to California Civil Code §4360.

Please take a moment to review the proposed new rules. If you have any questions or concerns regarding the proposed new rules, please submit them in writing to the Board of Directors, care of Professional HOA Consultants Inc., no later than July 15, 2014.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect July 15, 2014 after the 30-day review period. It will be the responsibility of the Homeowner to supply their tenant(s) with a copy of the new rules.

Thank you for your time and consideration.

Sincerely,

Hill 'N Dale Townhomes Owners Association  
Board of Directors

## **Replacement Windows & Patio Doors**

All owners are required to submit an architectural application for the Board of Directors to review prior to the commencement of any window or patio door replacement. All window/patio door replacement applications *must* include the window manufacturer, type, size and quantity as well as information on the contractor who will be installing the windows, including all insurance, contractor's license and bond requirements.

**Aluminum:** If you are planning on replacing your windows with aluminum windows, you must replace with aluminum windows of equal appearance, dimension and material as the existing aluminum windows. All windows visible from the Common Area must be sliding windows only.

**White Vinyl:** If you are planning on replacing your windows with vinyl windows, you must replace with white, vinyl windows with no grids. All windows visible from the Common Area must be sliding windows only.

All windows on the bottom and next to the sliding glass door must be replaced with tempered glass.

The Board will review and consider tinted windows on a case by case basis.

As with any owner upgrade, the maintenance, repair, and replacement costs are the owner's responsibility.

The Association shall not be responsible for any repair or maintenance costs directly or indirectly attributable to the installation and/or operation of the windows and/or doors.

**HILL 'N DALE TOWNHOMES HOMEOWNERS ASSOCIATION  
ASSOCIATION ELECTION RULES, POLICIES AND PROCEDURES**

Pursuant to California Civil Code §4340 (Previously Civil Code §1357.100) the following operating rule governing Annual Meetings and Elections is being presented to the Membership for a minimum 30-day review and comment period. Unless you are notified otherwise, the proposed operating rule shall be adopted and take effect following the minimum 30-day review and comment period.

**ANNUAL MEETING AND ELECTION PROCEDURES**

**Candidate Qualifications:**

All qualified Candidates in good standing are eligible to run for Director Positions. "Good Standing" means that the Candidate is not more than thirty (30) days delinquent in the payment of assessments and has no pending violations of the Association's governing documents.

**Nomination Procedures:**

The Board shall announce, at an open meeting of the Board of Directors, the date of the Annual Meeting at least one hundred twenty (120) days prior to the meeting. The Board shall determine the date by which ballots shall be received.

**Nominating Committee:**

The Board of Directors shall serve as the Nominating Committee. The Board may of course delegate the functions of this committee to any Members of the Association who are in good standing and who are not Candidates for the election.

**Nominations:**

The Nominating Committee shall mail out requests for Candidates approximately ninety (90) days before the meeting.

Nominations for elected positions must be received no later than forty-five (45) days prior to the meeting date.

Any qualified Member of the Association may nominate himself or herself for election to the Board of Directors.

The Nominating Committee shall finalize the roster of Candidates no later than forty-five (45) days prior to the meeting date.

**Campaign Protocols:**

All Candidates shall have equal access to the Association's Media, including, but not limited to, newsletters, websites and bulletin boards, for purposes related to the election if the Board decides to make Association Media available to the Candidates.

Any Candidate shall have access to common area meeting spaces (if available) for the purposes of campaigning or stating of one's view or opinion. All requests for the use of common area facilities must be in writing and state the purpose for the proposed use.

**Inspectors of Election/Ballots:**

The Board of Directors shall appoint Inspectors of Election.

Inspectors of Election may be a Member of the Association in good standing that is not a Director or a Candidate for Director or related to a Director or a Candidate for Director, and/or may be an independent third party. If these parties are not available, the Managing Agent or Legal Counsel may act as Inspector of Election.

The Inspector(s) of Election shall be comprised of either one (1) or three (3) persons. In no case shall the number of Inspectors be even in number.

The Inspector(s) of Election shall perform their duty impartially, in good faith, to the best of their ability and as quickly as possible.

**Voting:**

The Associations governing documents shall determine voting classes.

Members in good standing shall be entitled to vote on behalf of each separate interest owned.

The Board of Directors shall have the right to suspend the voting rights of any Member, after notice and hearing, for non-payment of assessments and or for a violation of the governing documents.

**Voting Format and Scope:**

All Member voting related to election of Directors, amendments to governing documents, regular assessment increases exceeding the authority of the Board, special assessments and the granting of exclusive use of common area property **shall be conducted by secret ballot.**

**Proxies:**

Proxies will no longer be mailed out to the Members as part of the election package. Owners may still use proxies that are compliant with the Civil Code, but the Association will not produce or provide proxies unless the Board votes to do so.

All proxies will include a separate sheet that is formatted to allow the Member to provide instructions for the proxy holder. The proxy holder shall retain this instruction sheet. Proxies that do not comply with this format as well as the Civil Code shall be deemed invalid. The Proxy holder must be present at the meeting to cast the Member's vote by secret ballot. Faxed/e-mailed proxies are not permitted.

**Ballots:**

Ballots shall contain the names of all Candidates who have been nominated and/or a description of any other matter being addressed in the voting.

Ballots shall be distributed to each Member along with two (2) pre-addressed envelopes and instructions for submission by mail or hand delivery at least thirty (30) days in advance of the meeting.

Members must identify his or her unit or lot number and print and sign his or her name on the return envelope containing the ballot. Ballots that are not received in properly identified envelopes shall not be counted. Once voted, a ballot may not be revoked. Only Association provided election materials may be used. The Inspector(s) may void any reproduced or unofficial election materials. If a ballot is lost or spoiled, the owner may request that a new one be issued by the Association. The Association may require that a "Declaration of lost or Spoiled Ballot" be completed by the owner.

Ballots shall not be opened, viewed, or otherwise reviewed prior to the date and time of ballot tabulation. The cut off date shall be the day of the Annual/Tabulation Meeting, and the cut off time shall be determined after the Annual/Tabulation Meeting registration begins. Faxed/e-mailed ballots are not permitted and will be deemed invalid.

**Election results:**

The counting and tabulation of ballots shall be performed in public.

The results of the election or other matter being addressed shall be promptly reported to the Board of Directors.

The Board of Directors shall publicize the results of the election or other matter being addressed within fifteen (15) days of the election.

Ballots shall be retained by the Association for a period of one (1) year. At the end of this period, all ballots shall be destroyed.