

# Rules and Regulations

**REVISED:**

**April 26, 2017**

# **INTRODUCTION**

Living in a condominium can be a rewarding experience, especially in as spectacular a setting as Sea Point. Condominium living can provide individuals with a great deal of personal freedom while affording them a beautiful and well-maintained Common Area.

Inherent in condominium living is the need for compromise, good will, and awareness since everyone must share the same Common Area. The rules and regulations in this handbook were enacted to protect you and your property and to ensure that Sea Point will be a pleasant and safe place to live. Common sense, common courtesy, and consideration of others are essential in accomplishing this.

## **Operations**

Sea Point is governed by a seven-member Board of Directors that has the legal responsibility to discharge the Association's duties and obligations. The Board is advised and assisted by a number of committees that focus on particular areas of operation, such as finances and landscaping. The general principles by which the Board operates are specified in Section IA. The conduct of directors and committee members is governed by Section 1C and 1D respectively.

## **Rule Enforcement**

Sea Point is a self-governed community. Owners and residents are encouraged to discuss any rule violation with their neighbors to bring about compliance. This is the most relied upon method of enforcement at Sea Point.

Sea Point will act in accordance with the appropriate Schedule of Warnings and Corrective Assessments upon receipt of a signed, written report or e-mail delivered to the manager or office administrative associate. . The report *must* reference the rule violation, the specific date and time that the violation occurred, and the identity or description of the violator. Without specific information we would be unable to issue a violation. [Revised 2/26/2014]

## **Homeowner Responsibility**

Homeowners are responsible for violations of the Rules and Regulations and any damages caused by themselves, their relatives, their guests, and their tenants. Damages and corrective assessments shall be assessed to the unit, and become the financial responsibilities of the owner. Notices of infractions, including warnings and/or corrective assessments, shall be mailed to the unit owner. When applicable, notices shall also be mailed simultaneously to the registered tenant.

## **Abbreviations Used In This Document**

ARC = Architectural Review Committee;  
BAP = Board Action Principle;  
CCC = California Corporations Code;  
CC&R = Declaration of Covenants, Conditions and Restrictions.  
R&R = Rules and Regulations

# TABLE OF CONTENTS

## **SECTION 1: OPERATIONS**

- A. Board Action Principles
- B. Sea Point Policies
  - Fumigation Policy
  - Expenditure Authorization Policy
  - Privacy Policy
  - Committee Policy
  - Annual Meeting Discussion Policy
  - Tree Removal Policy
  - Patio Expansion Policy
  - Electronic Key Policy
- C. Duties and Responsibilities of Directors
- D. Duties and Responsibilities of Committee Members

## **SECTION 2: USAGE AND MODIFICATION OF UNITS**

- A. Usage of Units
- B. Modification of Units

## **SECTION 3: COMMON AREA**

- A. General
- B. Roofs
- C. Patios and Balconies
- D. Flags, Banners, Signs and Posters
- E. Animals
- F. Trash Collection
- G. Termite Prevention

## **SECTION 4: RECREATIONAL FACILITIES**

- A. General
- B. Pools and Spas
- C. Tennis Courts
- D. Volleyball Court
- E. Clubhouse (Clubhouse Rental Application and Agreement)
- F. Park (Park Rental Application and Agreement)

## **SECTION 5: PARKING**

- A. Vehicles Permitted to Park in the Common Area
- B. Types of Vehicles Not Permitted to Park in the Common Area (Subject to Towing)
- C. Resident Parking Decals
- D. Violations Subjecting a Vehicle to Immediate Tow
- E. Sea Point Parking Policy (Parking Passes and Decals)

## **SECTION 6: COMPLIANCE, ENFORCEMENT AND CORRECTIVE ASSESSMENTS**

- A. Architectural Review Infractions
- B. Fumigation Infractions
- C. Flags, Banners, Signs & Posters Infractions
- D. Clubhouse Rental Infractions
- E. General Schedule of Corrective Action
- F. Hearings

## **SECTION 7: COLLECTION POLICY**

## **SECTION 8: VOTING POLICIES AND PROCEDURES**

## **SECTION 9: ARCHITECTURAL GUIDELINES**

- A. General
- B. Design Guidelines
- C. Procedure
- D. Expansion Guidelines
- E. Davis Stirling Act

# SECTION 1: OPERATIONS

## A. Board Action Principles

The Board of Directors is elected by the membership to conduct the affairs of the Association. To ensure that the Association's actions are neither arbitrary, capricious nor unreasonable, the Board of Directors makes its decisions and governs its actions by principles rather than ad hoc responses. From time to time, such "Board Action Principles" are crafted by the Board as circumstances are encountered that are not governed by an existing Principle. This procedure serves to place the Association's actions on firm ethical and legal foundations.

### **BAP-1** *Enacted Aug 23, 2000:*

(a) Directors must always conduct themselves in accordance with the attached "Duties & Responsibilities of Directors".

(b) Committee members must always conduct themselves in accordance with "Duties & Responsibilities of Committees".

### **BAP-2** *Enacted May 24, 2000:*

The actions of the Manager, and of all committees & contractors, are controlled and directed by the Board as a body.

### **BAP-3** *Enacted May 24, 2000 and amended March 24, 2004:*

Email is the primary means of communication among Directors, attorneys and the Manager. Telephone is secondary, and should be summarized in email as soon as possible.

### **BAP-4** *Enacted May 24, 2000:*

All legal decisions must be made by the Board as a body, except in emergencies. All communications with attorneys must first be approved by the Board. As soon as possible, any emergency communications must be ratified by the Board.

## B. Sea Point Policies

### **Fumigation Policy** *Enacted December 5, 2001:*

California law (CCC 1364) and the Sea Point CC&R's (6.2f) require that the Association eliminate wood destroying organisms from all Sea Point structures.

The law regards this duty so seriously that it authorizes, if necessary, the forcible, involuntary removal of occupants (CCC 1364 (d)(1) "The association may cause the temporary, summary removal of any occupant as may be necessary for prompt, effective treatment of wood-destroying pests or organisms"). This policy specifies how the Association shall perform its duty.

#### **Notification by Association**

The Association shall notify all affected owners by first class mail 15-30 days before fumigating a building. The notice shall be mailed to **the address currently registered with the Association**, as the law requires. The Association shall provide a copy of the notification to all **registered tenants** of the building. **An owner's failure to properly register addresses and tenants ahead of time does not reduce owners' responsibilities or liabilities in any way. On the contrary, that in itself carries a penalty (see R&R's: 2A2).**

The notice shall include the scheduled dates of fumigation and actions required in advance to prepare for fumigation. It is the responsibility of the owner, not the Association, to inform tenants and obtain their signatures. The Association does not participate in any negotiations with tenants.

**Owner's Duty to Respond**

The owner shall promptly provide to the Sea Point office a signed copy of the fumigation forms (with tenant's signature if required), and a key to the unit, no later than seven days after the postmark of the fumigation notification package. Because lack of this information has in the past, and could in the future, result in severe and costly inconvenience to Sea Point residents as well as legal costs to the Association, any owner failing to provide the documents and keys within seven days shall be sent written notice of when they must appear before the Hearing committee, which may assess them \$25 per day, up to a maximum of \$150.

**Preparation for Fumigation**

It is the responsibility of affected owners to read and understand all materials concerning the fumigation process, and to take steps to prepare their unit and its occupants (especially tenants) for fumigation.

The Association will make available appropriate bags for the storage of food and other ingestible items. It is the responsibility of the owner to have occupants obtain them from the Sea Point office.

If occupants wish to remove potted plants from units, patios and balconies, it is the owner's sole responsibility to have them arrange for it before the date of fumigation. Whenever feasible, the Association will try to provide space to store plants, but such storage is at the owner's sole risk. Any arrangements for temporary housing of affected occupants, and any costs associated with occupants' inability to occupy the unit during the fumigation process, are the sole responsibility of the owner.

**Vacating and Re-Occupying Units**

The Association shall take steps to ensure that occupants vacate affected buildings prior to fumigation. Units must be vacated no later than 8:30 a.m. sharp on the day of fumigation, and may not be re-occupied until declared safe by the fumigation contractor (normally, after 6:00 p.m. three days after the fumigation). The fumigation contractor shall post notices on the affected buildings stating the expected time and date that the buildings may be re-occupied.

**Miscellaneous**

Neither the Manager nor any Sea Point contractor has any authority to vary this Association policy; the Manager is directed to enforce it rigorously in every case without exception. Once wood-destroying organisms that cannot be locally treated are detected in a building, that building will be fumigated with Vikane, or equivalent gas fumigant. Any owner committing a violation of this policy that leads to delaying the fumigation shall be sent written notice of when they must appear before the Hearing Committee, which may assess the owner \$500, plus any legal costs incurred by the Association in the process, including but not limited to the cost of marshals forcibly removing occupants from the building. [Revised 3/27/08]

Regarding costs and damages incurred by complying occupants due to rescheduling caused by the actions of other residents of the building, occupants incurring such costs and damages must pursue their own legal remedies against those owners responsible for the delay. The Association's responsibility shall be limited to publishing the names of owners or tenants who cause the fumigation to be delayed (e.g., by not having their units vacated at 8:30 a.m. on the appointed day).

**Expenditure Authorization Policy** Enacted March 27, 2003; amended Dec 1, 2004:

The Manager is authorized to spend up to \$1,000 for routine items without prior Board approval. In cases where it is not feasible to obtain prior Board approval via email, the Maintenance Liaison Officer is authorized to approve urgent and necessary maintenance expenditures of up to \$10,000. He or she is further authorized with the written or email concurrence of two additional directors, to

approve emergency maintenance expenditures of up to \$25,000. Should the Maintenance Liaison Officer be unavailable, any three directors may approve such expenditures up to \$25,000. The Board is to be notified of all such emergency expenditures as soon as possible, and all of them must be submitted for Board ratification at the next regular board meeting.

**Privacy Policy** *Enacted September 24, 2003 and amended March 24, 2004:*

The Association is a private organization. As such, its proceedings, meetings, documents, and records are private; they are not open to anyone other than owners. Owners are welcome at all open sessions of Board and Committee meetings, and while they may take notes, the use of any recording device, electronic or otherwise, is prohibited.

**Committee Policy** *Enacted December 1, 2004*

The Association benefits greatly from the commitment and dedication of all of its permanent committees as of this date they are: the Architectural Review, Finance, Governing Documents, Landscape, Maintenance, Security and Social committees.

The Board of Directors is very grateful for the service and contribution of committee members. To make their work as rewarding, effective and untroubled as possible, it hereby enacts this policy.

1. Committees, and all visitors to committee meetings, must conduct themselves in accordance with the Conduct of Committee section of these Rules & Regulations.
2. Requests, proposals and other initiatives falling within the purview of a permanent committee should normally be routed first to that committee, except as dictated otherwise by the governing documents or other policies, such as the procedures already established to process preservation-of-view requests.
3. If any meetings or viewings other than committee meetings are scheduled to address such initiatives, such special meetings or viewings must include the pertinent committee, or its representative if the committee prefers.
4. Management will provide with copies of all correspondence pertinent to their area of concern.

Ad hoc committees should conduct themselves in accordance with this policy, as far as their instructions permit. To assist this process, the Board will give written instructions to each ad hoc committee that are as precise and specific as possible.

**Annual Meeting Discussion Policy** *Enacted September 22, 2004:*

To assure a fair and reasonable allotment of time to discuss all pertinent topics at annual meetings, the chair will assign no more than fifteen minutes to the discussion of each topic raised. In cases of substantial owner interest, the chair may allot reasonable additional time.

**Tree Removal Policy** *Enacted October 25, 2006; Amended April 28, 2010:*

Under the CC&Rs, the board has the power and authority to preserve views from lots and units in the project, and to trim or remove landscaping which, in its sole discretion, materially impairs a unit's western, eastern, or southern view of the ocean, the Los Peñasquitos Lagoon, the Torrey Pines State Reserve or the Torrey Pines State Reserve extension.

The association shall maintain (or trim) the landscaping annually to preserve the western or southern view of the ocean, the Los Peñasquitos Lagoon or the Torrey Pines State Reserve.

The owner (or owners) of each unit has the right to request the removal of no more than one tree per year based on view impairment. Homeowner's request for tree removal must provide an explanation of how it materially affects their view.

Each board and landscape committee member must evaluate the severity of view impairment from within the unit. The owner will coordinate with the manager to establish at least two proposed viewing times, after which it will be the owner's responsibility to arrange and schedule all remaining viewings within 60 days.

When board and landscape committee members evaluate the unit's view impairment, they shall take the following factors into consideration:

1. The critical importance of the unit views and overall community appearance
2. The effect of pruning and trimming
3. Keeping costs reasonable.

When a homeowner submits a tree removal request for view or any other reason, the manager will mark the tree with an orange ribbon and inform the landscape committee that a tree removal request has been received. The request for tree removal will be published in the next newsletter. The manager will coordinate with the homeowner for a landscape committee viewing time that occurs after publication in at least one newsletter. The landscape committee may determine its findings once at least two-thirds of its members have viewed the tree. If the landscape committee approves the request it will be published in at least one issue of the newsletter and presented to the board at its next regular meeting. *[Revised 04/28/10]*

If the landscape committee denies the request, the owner will be notified and will have 30 days to appeal to the board. The appeal will be published in the next newsletter. *[Revised 04/28/10]*

Only the board of directors can authorize removing a tree, after considering the landscape committee's recommendation. Board and committee members who did not view the tree from the unit or who would benefit from its removal must recuse themselves from the discussion and voting. *[Revised 04/28/10]*

If the board denies the tree removal request, the owner may not commence litigation without first seeking mediation.

Deviation from these procedures is only allowed when the tree presents imminent danger to life or property. *[Revised 04/28/10]*

For clarification purposes, this process does not apply to requests for removal of bushes or other vegetation. *[Revised 04/28/10]*

**Patio Expansion Policy** (for expansions into front door entryway to unit) *enacted June 29, 2009:*  
See Architectural Guidelines section I, paragraph F, for detail guidelines.

The guidelines contained in the Architectural Guidelines section I. paragraph F. were adopted by the Board pursuant to Section 7.15 of the CC&Rs, and are designed to assist the homeowners, Architectural Review Committee (ARC) and the Board of Directors in reviewing applications for patio expansions into front door entryway of a unit. For the purposes of these guidelines, "patio" is defined as the ground floor patios, not balconies. *[Revised 04/28/10]*

### **Electronic Key Policy**

Electronic Key Fobs are for opening the following areas that are for the exclusive use of Seapoint owners, their tenants and guests:

- ☐ Lower Clubhouse side door
- ☐ Pool #1 gate
- ☐ Pool #2 south gate
- ☐ Pool #2 north gate
- ☐ Park north gate
- ☐ Park south gate
- ☐ Park west gate



- ☐ Tennis court gate #1
- ☐ Tennis court gate #2

1. One Common Area facility electronic "key" is available to each unit at no fee. A second Common Area facility key may be purchased for \$35 Electronic key fobs have a unique identification number allowing them to be individually enabled, disabled, or tracked.
2. Only two fobs are allowed per Unit. In no case will more than two fobs be assigned to one unit.
3. Fobs are not transferable from one owner to the next.
4. When an owner sells a unit, all fobs for that unit will be disabled and should be discarded.
5. Any new owner is responsible for obtaining his/her own fobs.
6. Fobs will only be issued in the owners' names and belong to those owners who are responsible for their use.
7. If a fob stops working, the owner may bring it back to the office for a free replacement as long as the non-working fob is returned there is no charge for a replacement.
8. If a fob is lost, it may be replaced with a new fob by giving the office the code number of the lost fob and paying a non-refundable replacement fee of \$50. The lost fob will be disabled and deleted.

*[Revised 3/26/2014]*

## **C. Duties and Responsibilities of Directors**

### **Preface**

This outline highlights some critical features of the Association's structure and operations. It is not exhaustive, however, and directors should not consider it a substitute for a thorough understanding of the Association's governing documents and the laws underlying them.

### **Sea Point Structure**

Sea Point Townhome Association is a California not-for-profit corporation. It is controlled by a board of seven directors acting as a body. Each director has the same rights and powers as all other.

To assist it in performing its duties, the Board appoints officers and committees, and contracts with a manager and other contractors as needed. All of these persons serve at the pleasure of the Board and under the direction of the Board.

### **Duties of Officers**

There are two kinds of officers, corporate officers and liaison officers:  
There are five corporate officers (see Bylaws Art. 5.1, 5.3):

President: spokesperson for Board, chairs Annual & Board meetings  
Vice-President: internal coordinator for Board, keeps directors informed  
Secretary: record-keeper for Board, maintains corporate seal & minutes  
Treasurer: fiscal overseer for Board, maintains investments  
Assistant Treasurer: maintains an independent second opinion of finances

Liaison officers are elected by the Board to serve in nine areas:

Administration, Architectural Review (two voting members per CC&R's 7.11) Finance, Governing Documents (chairs the Governing Documents Committee), Landscape, Maintenance, Recreation/Social, and Security.

Liaison Officers to committees will attend all of their committee's meetings. The Liaison Officer will arrange for another Director to attend in his/her place if attendance is not possible. The Liaison Officer will insure that a copy of the minutes is available for the following Board meeting and give the Committee report to the Board.

Officer's work for the Board, not the other way around: the Board appoints and removes officers at will, and the Board decides what duties to give them. But only a vote of the owners can remove a director in good standing. (See CCC §300 (a), 312(a), Bylaws Art 5.3, 5.4, 3.4.2)

### **Internal Communications**

The Board Action Principles specify email as the primary channel of communication among directors, attorneys and the Manager. This has made it possible for directors to remain much better informed, and to significantly reduce the duration of meetings. Occasionally it has even eliminated the need to call a special Board meeting at all. Further, it gives us written records of discussions that may well prove significant later.

To maintain good internal Board communication, directors should check their email at least twice daily if at all possible. Replies need not be either lengthy or formal, but most messages should be at least briefly acknowledged so the writer knows you have received it.

In replying to emails that have addressees other than the regular Board Address List (such as attorneys), it is imperative to use extreme caution when pressing the "Reply to All" button. An unguarded reply intended solely for directors might be quite embarrassing if unintentionally sent to an attorney, owner or contractor. When in doubt it is always safer to manually insert the "Board" group address rather than hitting "Reply".

### **Meetings**

The Board meets in either open or executive session; Association members may attend open sessions but not executive sessions. However, even in open session, only directors may participate in Board discussions or deliberations, except that a particular individual may be invited to speak to a specific issue. For instance, the Manager is routinely asked to advise the Board, and proponents of major architectural changes are usually permitted to present their proposals in person. (See Bylaws Art.4.4) To give Association members ready access to the Board, a 30-minute Owners' Open Forum precedes each regular meeting.

The proposed agenda for each regular meeting is compiled by the previous Friday, so directors should submit proposed items by that Thursday. Only emergency items may be added at the meeting. *[Amended 2/26/2014]*

The Board Packet (proposed agenda, management report and all supporting documents) is placed in each Director's office box by the Friday evening before each regular meeting. Directors are responsible to pick up their packets as soon as possible, because there are usually items requiring physical inspection before they can be competently discussed. In lieu of paper copies, Directors may opt to receive board packets by email on the Friday before each meeting.

Meetings are briefer and more coherent when directors are well prepared. So by the Monday before each meeting, after studying their Board Packets and inspecting any pertinent physical sites, each director should email any additional information or reactions that might make the Board better prepared.

### **Voting**

No Board Member should vote on an issue in which he/she has a direct personal or financial interest not common to other members or owners.

### **Relation of Directors to Manager Committees & Contractors**

The Manager, committees and contractors all help the Board discharge its many responsibilities. The Board exercises its control through oversight by the pertinent liaison officer except in those cases where it reserves to itself direct control, such as managerial expenditures over \$1000, or significant architectural changes.

If a director becomes engaged in a dispute with a committee, a contractor or the Manager, that director should refer the matter to the pertinent liaison officer rather than unilaterally issuing any instructions. If not resolved, the dispute should be referred to the whole Board as a body.

## **D. Duties and Responsibilities of Committee Members**

### **Sea Point Legal Structure**

The Association is a corporation controlled by a board of directors acting as a body. To assist it in performing its duties, the Board establishes committees, which serve at the pleasure and under the direction of the Board.

### **Purpose of Committees**

Committees are vital to Sea Point in many ways. Staffed by dedicated, community-minded volunteers, they provide the Board essential expert advice in their field, they do important work in administering Board policy in that field and they offer detailed, case-specific interaction with all those owners who are concerned about requests and developments in that field. Our committees perform invaluable service to the whole Association in such areas as enhancing the natural beauty of Sea Point, preserving its architectural and esthetic eminence, and maintaining its fiscal health.

In general, committees have three purposes

1. To advise the Board in their specific field.
2. To assist the Board in administering its current policy governing that field, (The Board typically enacts these governing policies as Board Action Principles).
3. To communicate directly with owners concerned with events in that field, in specific furtherance of the first two purposes.

### **Conduct of Committees** *Enacted September 24, 2003:*

The Association is very grateful for all the dedication and hard work that committee members give to our community; it is important to insure that those efforts are not wasted or impeded. To optimize committee functioning, the following procedures govern their meetings:

1. Committee meetings are open to all owners, who are welcome to take handwritten notes.
2. Recording by electronic or other means is prohibited.
3. Committee Chairs will maintain good order and discipline at all times. This includes:

- a. Establishing an area for visitors physically separated from the committee's working space;
- b. Maintaining the focus of attention on the committee's agenda and insuring that all committee members have the opportunity to be heard with consideration and civility;
- c. Providing the opportunity for visitors to offer such brief questions and comments as, in the judgment of the Chair, contribute to rather than interfere with the committee's business;
- d. Requiring the departure of rude or disruptive individuals or groups;
- e. All other measures necessary to the proper and decorous conduct of meetings.

### **Communication**

Each committee is assigned a Liaison Officer to convey the Committee's advice to the Board and the Board's guidance to the Committee. The minutes of each committee meeting shall be forwarded to the Manager by the Friday before the Board's next meeting for inclusion in the Board Packet. The Manager will give a copy of this document, Duties & Responsibilities of Committees, to each committee member.

### **Voting**

No Committee Member should vote on an issue in which he/she has a direct personal or financial interest not common to other members or owners.

### **Relation of Committees to Manager, Other Committees & Contractors**

Committees and contractors all help the Board discharge its many responsibilities. The Board normally exercises its control through oversight by the pertinent liaison officer, except in those cases where it reserves to itself direct control, such as tree removal or significant architectural changes.

If a committee, or a committee member, becomes engaged in a dispute with a contractor, the Manager or another committee, the matter should be referred to the committee's Liaison Officer. The Manager and other contractors work directly for the Board; they are not authorized to arbitrate dispute.

## **SECTION 2: USAGE AND MODIFICATION OF UNITS**

### **A. Usage of Units**

- 1. "Units of Sea Point Townhomes are restricted to residential use only. The CC&R's prohibit any commercial use. Garages may never be used for living quarters."
- 2. To permit the Association to comply with California law (e.g. CCC 1364), owners are required to maintain their current legal residence address on file with the Sea Point office. Changes must be registered within 14 days.
- 3. Lease or Rental of Residence.
  - a. Any Owner has the unrestricted right to rent or lease his residence or to sell it under a contract of sale, but by so doing he thereupon relinquishes his right to use of the Common Area and its facilities for himself and his family to those tenants or contract purchasers who live in the Residence. Any rental or lease shall be subject to these provisions of the Governing Documents and

Association Rules, all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner shall provide any tenant or lessee with a current copy of all Governing Documents and Association Rules and shall be responsible for compliance by the Owner's tenant or lessee with all their provisions during the tenant's or lessee's occupancy and use of the Residence.

- b. If a unit is leased or rented, the owner is required to register tenants with the office. Owners must complete a tenant registration form. Form must be signed and mailed or emailed to the office within 24 hours of tenant occupancy. The owner may download the form from the web site ([www.seapointtownhomes.com](http://www.seapointtownhomes.com)). Any owner failing to submit the appropriate form within 24-hours shall be sent written notice of when they must appear before the Hearing Committee, which may assess a fine of \$100 for the first offense.

Following form may be downloaded from web site: [www.seapointtownhomes.com](http://www.seapointtownhomes.com)

SEA POINT TOWNHOMES  
TENANT/GUEST  
REGISTRATION FORM

To be filled out by Unit Owner and delivered to the Sea Point Office within 24-hours of tenant occupancy.

UNIT NUMBER \_\_\_\_\_ Date \_\_\_\_\_

ADDRESS \_\_\_\_\_

OWNER NAME \_\_\_\_\_

CONTACT TELEPHONE NUMBER OF OWNER \_\_\_\_\_

DATES OF STAY: FROM \_\_\_\_\_ TO \_\_\_\_\_

RENTER/TENANT

GUEST

RELATIVE

(circle one)

NAME OF RESPONSIBLE  
GUEST/TENANT \_\_\_\_\_

CONTACT TELEPHONE NUMBER  
OF TENANT/GUEST WHILE AT SEA POINT \_\_\_\_\_

NUMBER OF PEOPLE WHO WILL OCCUPY THIS UNIT \_\_\_\_\_

**(Note, City codes specify that no more than 6 people will occupy an A or B unit; and no more than 8 People will occupy a C or D unit and that a unit may be rented for a minimum of 7 days.)**

DOGS THAT WILL BE IN THE UNIT:

**(For off-leash privilege in park, Resident must register dog in office and get a Sea Point tag.)**

BREED(s) \_\_\_\_\_ NUMBER OF DOGS \_\_\_\_\_ (maximum 2)

**Unregistered visiting dogs must be on leash at all times on Sea Point Property**

AUTOMOBILE LICENSE NUMBER \_\_\_\_\_

AUTOMOBILE MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

I HAVE PROVIDED THIS TENANT/GUEST WITH A COPY OF THE RULES AND REGULATIONS AND I ALSO UNDERSTAND THAT ANY RULES VIOLATION FINES ARE MY RESPONSIBILITY

OWNER SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

Form Updated April 2014

4. Should guests or relatives occupy a unit, in a resident's absence, Owners are required to notify the Sea Point office.
5. Storage creating a fire hazard is prohibited. Fire hazard complaints may be registered with the City of San Diego Fire Department.

## **B. Modification of Units**

1. No improvement or structure of any kind shall be commenced, erected, placed, painted, or maintained until it has been approved in writing by the Board of Directors, or Architectural Review Committee if specifically authorized by the Board. CC&R's, Section 7.2.
2. No exterior alteration to a Unit or to Exclusive Use Common Area shall be commenced, erected, placed, painted, or maintained until it has been approved in writing by the Board of Directors, or Architectural Review Committee if in those cases authorized by the Board.
3. No interior alteration to a unit that would affect the structural integrity of the building shall be commenced, erected, place, painted or maintained until it has been approved in writing by the Board. CC&R's Section 7.2.
4. Nothing may be attached in any manner to the shingle siding. Plants must not adhere to stucco walls or come into contact with the shingle siding.
5. Nothing may be placed on the roofs except permanent real-property improvements that have been individually approved either by the Board of Directors or by the Architectural Review Committee if the Board has delegated such authority in writing.

## **SECTION 3: COMMON AREA**

### **A. General**

1. Owners, tenants, and guests shall not use the Common Area including recreation areas (i.e., pools, tennis courts, and park) nor any unit in such a manner so as to obstruct or interfere with the general enjoyment of the Common Area. Improper uses of the Common Area include, but are not limited to, loud and disturbing noises, nudity, and trash accumulation. [revised 4/28/10]
2. Noise, including sound from electronic devices, must be kept to a level that does not disturb the peace and quiet of neighboring units, especially between the quiet hours of 10 p.m. to 8 a.m. and 11 p.m. to 8 a.m. on Friday, Saturday and Holidays. Days prior to a nationally observed holiday will follow the Friday/Saturday schedule. The occasional barking of a dog, crying of a baby, slamming of a door, or other sounds of ordinary life during non-quiet hours must be expected in a condominium. [added 4/28/10]
3. Specifically, no person shall make, or cause or suffer, or permit to be made upon any premises owned, occupied or controlled by such person, any unnecessary noises, sounds or vibrations which are physically annoying to reasonable persons of ordinary sensitivity or which are so harsh or so prolonged or unnatural or unusual in their use, time, or place as to occasion unnecessary discomfort to any persons within the neighborhood from which the said noises emanate or which

interfere with the peace and comfort of the residents or their guests. Construction contractors may work only between the hours of 8:00 a.m. and 6:00 p.m. [added 3/27/08]

4. Removal of common property (e.g., chairs, pads, tables) from the Common Area is prohibited.
5. Recreation areas and common grounds are not for public use. The areas may be used only by owners, tenants, and their guests. Residents or owners may not provide keys to unauthorized persons which includes someone not living at Sea Point or not personally visiting the owner or tenant. [revised 04/28/10]
6. Recreational activities are only permitted in the park, pool, clubhouse, and tennis enclosures.
7. All recreational activities are prohibited in the Sea Point alleys.
8. Skateboards are not to be used anywhere on Sea Point property. [Modified 4/23/08]
9. No riding, walking, or playing is permitted on planted areas.
10. Modifying the Common Area landscaping is not permitted except as specified below.
11. Appropriate potted plants may be placed on pavement at front entries and near garages. Such plants placed on asphalt must rest on a barrier to prevent rooting into the asphalt.
12. No plant may be placed in or on the ground of the Common Area without permission by the Sea Point Board. Such Plants placed without permission will be removed without warning by the Association at the unit owner's expense.
13. Homeowners may submit an application to the Landscape Committee to place plants in the Common Area. The application will clearly define the type and location of the plants. The homeowner will include a "Maintenance and Indemnity Agreement." The Landscape Committee will review the application to determine if the proposed plants conform to Sea Point standards. If the committee approves the application it will forward it to the Sea Point Board for review. If the Landscape Committee rejects the application; the homeowner can submit an appeal to the Sea Point Board. If the application is approved by the Sea Point Board, the Landscape Committee will periodically review the area to ensure that it is in compliance with the application and is being properly maintained. The homeowner agrees to take any corrective action directed by the Landscape Committee at the homeowner's expense
14. All plants must, in the judgment of the Landscape Committee, conform to Sea Point standards.
15. Unit owners are responsible for maintaining their plants, and, and those of their tenants, in accordance with the above requirements. Any plant and/or container not so maintained will be removed without warning by the Association at the unit owner's expense.
16. The Association has no responsibility for any damage, destruction, or removal of plants and/or containers placed in the Common Area. Such plants are placed



solely at the unit owner's risk.

17. Vehicle maintenance and repair, other than emergency work, is not permitted in the Common Area, including parking spaces. In the event of an emergency, disabled vehicles must be removed within 24 hours.
18. The maximum speed allowed on Sea Point streets is 10 mph or such lesser speed as is safe under prevailing conditions.
19. Antennas are not permitted in the Common Area except as specifically authorized by California law. Such exceptions must be submitted to the ARC for approval prior to installation. CC&R's Section 5.3 Any antenna installation must be coordinated with the Seapoint Manager. Failure to coordinate with the Manager may result in removal of the antenna at the expense of the homeowner or tenant. *[revised 3/27/08]*
20. Clotheslines are not permitted in the Common Area, including patio areas.
21. Garage sales are not permitted at Sea Point.
22. Garage doors shall be kept closed except for ingress, egress, loading and unloading, or when working in the garage.
23. Owners, tenants, and their guests are not permitted to instruct or direct the Manager or other Sea Point contractors. These contractors do not work for owners: they take direction only from the Board of Directors or its designated agents. Contact the Sea Point office if you have a question or concern relating to a contractor.
24. Any owner who does not comply with a work notification asking them to move items from their exclusive use area shall be sent written notice of when they must appear before the Hearing Committee, which may assess them \$50.
25. Smoking of any kind is not allowed in the Common Area, excepting homeowners' Exclusive Use Areas. *[revised 6/19/09]*
26. No person shall cause or suffer, or permit to be made upon any premises owned, occupied or controlled by such person, any smoke which is physically annoying to reasonable persons of ordinary sensitivity or which are so harsh or so prolonged or unnatural or unusual in their use, time, or place as to occasion unnecessary discomfort to any persons within the neighborhood from which the said smoke emanates or which interfere with the peace and comfort of the residents or their guests. *[added 6/19/09]*
27. Amplified music is only allowed in the Common Area when prior Board approval has been obtained. *[added 04/28/10]*
28. All gates in the common area, such as those to pools, spas, tennis courts, and the park for example, must be kept closed and locked at all times. No gate may ever be left unlocked, nor held open by propping, tying or any other means. *[added 04/28/10]*

## **B. Roofs**

1. No one is permitted on roofs at any time. The only exception is maintenance personnel specifically authorized by the manager.

2. All contractors must obtain prior authorization from Management to gain roof access and must show proper evidence of insurance. Additionally, the homeowner will be required to sign an indemnification form.
3. Roofs are part of the Common Area and may not be used for any purpose at all. Nothing may be placed on the roofs.
4. Animals are prohibited from all roof areas. Owners shall not allow their animals to defecate or urinate on the roof.

### **C. Patios and Balconies**

1. Except temporary patio and balcony ground covers, no attached structural or visual alterations, either temporary or permanent, are permitted on any commonly owned property without written approval from the Board of Directors or the Architectural Review Committee (ARC) if authorized. Any additions, including exterior shades, require ARC approval. CC&R's, Section 5.3(n) & 5.3(o).
2. Balconies and patios shall be maintained in a clean and safe condition. No towels, clothing, or other items shall be hung in public view.
3. No animal pens or enclosures are permitted on patios or balconies.
4. Pots or other objects shall not be placed on balcony railings unless they are securely fastened down with dishes under them.
5. Unit owners are responsible for plantings within patios and balconies and are liable for damage resulting to the Common Area, including fences and stucco walls. Residents are urged to plant appropriate foliage.
6. Dead or overgrown plantings must be removed immediately.
7. Patio and/or balcony plantings may not obstruct neighboring views.
8. Hanging pots/planters on balconies shall not be allowed to drip water on shingles or stucco. Any staining that occurs shall be fixed at owner's expense.
9. Gas heaters are not allowed on balconies/patios unless the specific appliance to be used is approved for that specific unit by the Board of Directors. An owner must come to the Board with all documentation and specifications to prove that the heater is within its safety guidelines for use on the balcony/patio and request approval. Any unauthorized use of a gas heating appliance will result in a fine of \$250 for the first offense. *[added on 8/26/2013]*

### **D. Flags, Banners, Signs and Posters**

1. No flag, banner, sign, or poster may ever be placed in the common area except as specified in paragraph 2.b below.
2. Commercial flags, banners, signs, and posters of all kinds are prohibited except:
  - a. A maximum of two "for sale" or "for rent" signs, including any real estate company signs not exceeding 400 square inches, are permitted on the unit. One is permitted on the front of the unit and one on the rear of the unit; the two signs may not be placed on the same side of the unit. No freestanding signs are allowed. No sign may ever be attached to the shingle siding.
  - b. Only while an open house is actually in progress and someone is at the unit

ready to show the property, two self-supported "open house" signs, not exceeding 400 square inches, are allowed in the Common Area. These signs are the only ones ever allowed in the Common Area, and must be removed by sunset.

- c. "Sold" signs are prohibited.
- 3. Non-commercial flags and banners may not be over 15 sq. ft. Non-commercial signs and posters may not be over 9 sq. ft.
- 4. Any flag, banner, sign, or poster displayed at Sea Point must be appropriately constructed and displayed. For example, it may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of any architectural surface. [Amended September 28, 2005]
- 5. The first time an owner violates Section D, they shall be sent written notice of when they must appear before the Hearing Committee.

## **E. Animals**

- 1. A maximum of two household pets of the same species, exclusive of fish and caged birds, may be kept in any unit. No animals are to be raised for commercial purposes.
- 2. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance.
- 3. Animals are strictly prohibited from roofs.
- 4. Pets are not permitted in the pool, pool area, spa, tennis court enclosures, or clubhouse, except the office. [modified 2/26/2014]
- 5. Dogs must be on a leash at all times in the Common Area, except in the park.
- 6. Dogs off leash in the park must adhere to the following rules:
  - a. Residents will register their dogs with the Sea Point office, and upon registration will receive an identification tag with their unit number on the tag. This tag must be worn by the dogs at all times while using the park. Dogs must be re-registered each year.
  - b. Dogs may only be off a leash if they are under voice control.
  - c. Only the dogs of residents and their guests are allowed in the park, and only after the dog has been registered at the office.
  - d. In consideration of being granted off-leash privileges, dog owners are required to participate actively in enforcing all of the rules governing dogs in the park. Offenders are to be confronted, and if unresponsive, they must be reported to the Sea Point office.
  - e. The "off leash" privileges of anyone violating these rules will be revoked.
  - f. Pet owners must remove droppings left by their animals or their guest's animal. The "off leash" privileges of anyone violating these rules will be revoked.
- 7. Pet owners must remove droppings left by their animals or their guest's animal.

Following form may be downloaded from web site: [www.seapointtownhomes.com](http://www.seapointtownhomes.com)

## SEA POINT DOG REGISTRATION FORM

Homeowner Name \_\_\_\_\_ Unit # \_\_\_\_\_

Tenant Name \_\_\_\_\_ Date \_\_\_\_\_

Phone Numbers \_\_\_\_\_

Dog#1 Name \_\_\_\_\_ License # \_\_\_\_\_

Description of Dog \_\_\_\_\_

Dog #2 Name \_\_\_\_\_ License # \_\_\_\_\_

Description of Dog \_\_\_\_\_

1. Sea Point Resident Dog Owners, hereinafter referred to as “Owners” will be allowed to have their dogs use the greenbelt during the hours of 8:00 a.m. to 10:00 p.m. 8:00 a.m. to 10:00 p.m. **No dogs may be off a leash after dark.**
2. Owners will register their dogs with the Sea Point office and upon registration, will receive an identification device identifying them as a registered dog... This device must be worn by the dogs at all times while using the greenbelt. **Dogs must be re-registered every January.**
3. Owners may have their dogs off a leash for playing, and exercise **if they are under voice control and in owner’s sight at all times.**
4. Owners are responsible for self-monitoring of the association policies. If they see a dog that is not under control or is not identified as a registered dog; owners have a responsibility to bring this to the attention of the dog’s owner. **They must report violations to the manager.**
5. The Association in its sole discretion may ban any misbehaving dog from the park or require that it be on a leash at all times when in the park.
6. If Owners abuse any of the pet rules, their privileges for allowing their dog(s) in the Park will be revoked pursuant to the process in use, this includes any violation of Park Rules.
7. **Residents are responsible for any damages/injuries caused by their pet to property, other pets, or people.**

I have read and understand the above Rules and Regulations. I understand that I am responsible to keep my dog under control and accept the responsibility for its actions. I understand if I violate any of these guidelines, my privileges can be revoked.

Signature\_\_\_\_\_

Date\_\_\_\_\_

## **F. Trash Collection**

1. All trash must be placed entirely within the automated refuse collection containers provided to each unit by the contracted Sea Point refuse collector. Trash may not be placed in any other container, including bags, boxes, or personal cans. The refuse company will only collect trash from the containers that they have provided. The first time an owner violates this paragraph, they shall be sent written notice of when they must appear before the Hearing Committee.
2. One side of each alley has been designated for trash collection. Trash may only be placed in these designated collection areas.
3. Trash containers shall not be placed in a manner that obstructs access to a garage.
4. Trash containers shall not be placed closer than three feet from another trash container or from a planter box.
5. Trash collection is on Monday except for specified holidays. ([www.seapointtownhomes.com](http://www.seapointtownhomes.com)) or call our contracted refuse company for a list of those days.) Trash shall be placed in the designated area no earlier than 6:00 p.m. the evening before collection day. Trash containers shall not be left in the Common Area after 9:00 p.m. on collection day. First offense will result in the owner being sent a notice of when to appear before the Hearing Committee. The Committee may assess owner a \$50 fine for the first offense.
6. Hazardous waste material (e.g. paint or paint thinner cans, petroleum based products, aerosol cans, etc.) may not be placed in trash containers or in the collection areas. Please call our contracted refuse collection company for appropriate disposal information. First offense will result in the owner being sent a notice of when to appear before the Hearing Committee. The Committee may assess owner a \$50 fine for the first offense.
7. Homeowners and residents are responsible for the storage and cleanliness of the refuse containers. The trash containers do not belong to Sea Point. Repair and replacement must be arranged directly with the contracted refuse collection company. As soon as you receive a new can, contact the Sea Point office to have your unit number painted on the can. No unnumbered cans may be used. See web page ([www.seapointtownhomes.com](http://www.seapointtownhomes.com)) for additional trash information and contact numbers.

## **G. Termite Prevention** (also see Fumigation Policy, Section 1 B)

1. Preventive measures must be observed.
  - a. Do not allow any wood-to-earth contact.
  - b. Allow air to circulate in storage areas. Avoid excess storage, particularly in the crawl space and garage. Do not store items so closely as to make any area inaccessible. Support boxes off the floor with bricks.
  - c. Firewood and decorative wood often introduce termite colonies to infested areas. Do not store wood in the crawl space or adjacent to wooden walls or patios.

- d. On patios and balconies, place wooden planters on non-wood supports. This eliminates wood-to-wood contact.
- e. Do not over water plants. Over watering rapidly creates fungus and dry rot.
- 2. Should termites be found due to any of the above conditions, the Association will correct the situation at the unit owner's expense. CC&R's Section 6.5.

## **H. Park**

- 1. The Park is for the exclusive use of residents and their guests. [added 4/28/10]
- 2. Noisy play, throwing dangerous projectiles, profanity, physical /verbal abuse, and any actions which are unsafe or disruptive to others are prohibited. [Revised 7/31/12]
- 3. Common area quiet hours 10pm to 8 am. During quiet hours no noisy play, attempt to keep dogs in park from barking, be considerate when talking on cell phones.
- 4. Keep gates closed.
- 5. No climbing over any fence.
- 6. Amplified music is prohibited.
- 7. Volleyball Courts closed after dark.
- 8. Playground
  - a. Play at your own risk.
  - b. Children over the age of 13 should not use the equipment as it is designed for children under 13.
  - c. No shoving, pushing, throwing sand or any inappropriate objects.
- 9. Parties may be scheduled to reserve volleyball court and picnic table for exclusive use. A "Seapoint Park Reservation and Agreement" form and deposit check must be submitted prior to the party. Reservations for parties of more than 50 people will require Board approval.
- 10. Park may not be reserved on holidays. [added 08/28/2013]

Following form may be downloaded from web site: [www.seapointtownhomes.com](http://www.seapointtownhomes.com)

## SEA POINT PARK RESERVATION AND AGREEMENT

(NOT required for general park use)

(PAGE 1 OF 2)

Must be signed by Unit Owner and Tenant if the tenant is requesting the reservation

UNIT NUMBER \_\_\_\_\_ APPLICATION DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

OWNER NAME \_\_\_\_\_

CONTACT TELEPHONE NUMBER OF OWNER \_\_\_\_\_

Name of Owner or Tenant Requesting  
Reservation \_\_\_\_\_

Contact Phone Numbers of Requestor:

HOME \_\_\_\_\_ CELL \_\_\_\_\_ DURING FUNCTION \_\_\_\_\_

DATE OF FUNCTION \_\_\_\_\_ TIME \_\_\_\_\_

PURPOSE \_\_\_\_\_

I WOULD LIKE TO RESERVE: ☐ VOLLEYBALL COURT ☐ PICNIC TABLES ( )

### AGREEMENT:

I am a resident of Sea Point Townhomes and at least 21 years of age. I have read the attached rules regulating the use of the Sea Point Park private function in their entirety. Further, I understand all rules and agree to comply with them. I understand that any violation of the rules may result in a fine to the Unit up to \$1000 and that I may be charged for damages or losses to the park as a result of my function.

TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

And  
OWNER SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

(Page 2 of 2)

The Sea Point Park may be reserved for special functions by Sea Point resident homeowners and resident tenants. It may only be reserved for private parties which are social in nature. Reservations should be made through the Sea Point office at least two weeks prior to the function on a first come basis.

**Date is not saved until application and checks are submitted.**

**Park may not be reserved on Holidays.**

**Homeowner must sign the reservation request of a tenant.**

This form must be completed, signed, and returned to the office with a check for \$250 which will be cashed after the function from which any damages or assessed violations shall be deducted. If there are no violations or damages, the \$250 check will be returned no later than three weeks following the function.

Reservations are not confirmed until review and approval by the Board Liaison of the Social and Recreation Committee, Property Manager and Homeowner. Any reservation for a group larger than 50 people will require board approval. If not approved, the deposit check will be returned.

Reservation has been Approved \_\_\_\_\_ Denied \_\_\_\_\_ Notification Sent \_\_\_\_\_

Board Appointed Liaison Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrative Office Assistant Signature \_\_\_\_\_ Date \_\_\_\_\_

Deposit of \$250 Received: Check Number \_\_\_\_\_ Date \_\_\_\_\_

**Rules:**

1. Please honor Quiet Hours 10:00 p.m. to 8:00 a.m.
2. Gates may not be propped or left open at any time.
3. Trash to be removed from Park after the function. Area must be left clean.
4. Replace tables and benches in original position after the event.
5. Amplified music is prohibited
6. No more than 6 guests may be in the pool at one time.
7. Volleyball Court is closed after dark.

*[Form Revised April 2014]*



## **SECTION 4: RECREATIONAL FACILITIES POOLS, SPAS, TENNIS COURTS, VOLLEYBALL COURT, PARK, AND CLUBHOUSE**

### **A. General**

Common Area facility electronic "key is available to each unit. See Electronic Key Policy for details. *[Revised February 26, 2014]*

1. Recreational facilities are not for public use. The facilities may be used only by owners, tenants, and their guests.
2. Residents or owners may not provide keys to unauthorized persons which includes someone not living at Sea Point or not personally visiting the owner or tenant. *[revised 4/28/10]*
3. Climbing fences to enter or leave recreational facilities is prohibited.
4. All activities are to be terminated at the posted times.
5. Adherence to posted rules at each facility is mandatory.
6. All gates in the Common Area, such as those to pools, spas, tennis courts, and the park for example, must be kept closed and locked at all times. No gate may ever be left unlocked, nor held open by propping, tying or any other means. *[added 4/28/10]*

### **B. Pools and Spas**

1. Children under the age of 14 are not permitted to use the pool or spa without an adult (18 years or over) present.
2. Adults must accompany children in the spa area.
3. All persons having a skin disease, sore or inflamed eyes, nasal or ear discharge, or any communicable disease are barred from the pool area.
4. Everyone must shower off all sand from themselves and any pool toys or equipment before entering the pool or spa. *[revised 4/28/10]*
5. Swimsuits must be worn by all persons using the pool or spa.
6. Swim Diapers – All children three years and under (potty trained or not) must wear a re-usable plastic swim diaper. Disposable swim diapers (including brands such as "Little Swimmers") are not health department approved and must be worn with a plastic swim diaper. *[revised 4/28/10]*
7. Running, roughhousing, horseplay, throwing dangerous projectiles, profanity, physical/verbal abuse, and any actions which are unsafe or disruptive to others are prohibited. *[added 4/28/10]*
8. Diving or flips off the side of the pool are prohibited. *[added 4/28/10]*
9. Child safety devices and life preservers are allowed. Toys or flotation devices that may annoy or get in the way of other swimmers are prohibited. *[revised 4/28/10]*

10. Objects that can damage the pool/spa such as metal toys, scuba gear and surfboards are prohibited. *[added 7/31/12]*
11. Furniture may not be placed in the pools or spas.
12. No glass containers or other breakable items are allowed in the pool or spa area. Use plastic or metal containers at all times. Food and beverages shall not be consumed while the person is in the pool or sitting on the pool edge. *[revised 4/28/10]*
13. Skateboarding, rollerblading, or bicycle riding within the fenced pool area are not permitted. *[revised 4/28/10]*
14. Pool or spa area activities must not disturb others' enjoyment of the facilities. *[revised 7/31/12]*
15. Radios, televisions, tape recorders, and other audio devices are only allowed in the pool area if used with headphones.
16. Residents only may use the pool and spa, using their electronic key, and are allowed a maximum of six guests which must be someone personally visiting or living with the owner or tenant. *[revised 4/28/10]*
17. Pets are prohibited within the fenced pool area. *[added 4/28/10]*
18. All gates in the common area, such as those to the pools, spas, tennis courts, and the park for example, must be kept closed and locked at all times. No gate may ever be left unlocked, nor held open by propping, tying or other means. First offense will result in the owner being sent a notice of when to appear before the Hearing Committee. The Committee may assess owner a \$50 fine for the first offense. *[added 7/31/12]*
19. Pool may be used during posted hours only:  
  
**8:00AM – 10:00PM Sunday through Thursday**  
**8:00AM – 11:00PM Friday and Saturday**  
**(Days prior to a nationally observed holiday will follow the Friday/Saturday schedule.)**  
*[Added 4/28/10]*
20. All activities are to be terminated at posted times. *[added 7/31/12]*
21. Pool temperature will be maintained at 84 degrees on at least one pool year round *[added 02/26/2014]*

### **C. Tennis Courts**

1. Tennis courts are for the exclusive use of residents and their guests.
2. Residents and guests are limited to the use of one court at a time, if others are waiting. *[revised 7/31/12]*
3. Play time is limited to one hour if others are waiting. *[added 7/31/12]*
4. Shoes with non-marking soles must be worn. *[revised 7/31/12]*

5. Balls may not be hit against the fence/windcreens for warm up.
6. The tennis Court shall not be used for any activity other than tennis.
7. Wheels (bicycles, skates/rollerblading, skateboards, and vehicles etc.) are prohibited from the tennis courts. *[revised 7/31/12]*
8. Radios and other audio devices are not allowed in the court area.
9. Use of tennis courts is restricted to posted hours
10. All food and beverages must be confined to the grandstand area. *[added 7/31/12]*
11. Throwing dangerous projectiles, profanity, physical/verbal abuse, and any actions which are unsafe or disruptive to others are prohibited. *[added 4/28/10]*
12. No pets allowed in tennis courts. *[added 7/31/12]*
13. All gates in the common area, such as those to the pools, spas, tennis courts, and the park for example, must be kept closed and locked at all times. No gate may ever be left unlocked, nor held open by propping, tying or other means. First violation of this rule can carry a fine assessment of up to \$50.00. *[added 7/31/12]*
14. Players are to turn off lights after night-time play. *[revised 7/31/12]*
15. Use of the tennis courts is restricted to posted hours.

#### **D. Volleyball Court**

1. The volleyball court hours are from 8:00 a.m. until sundown.
2. Reservations are not required; the volleyball court use is on a first come basis.
3. Radios, televisions, tape recorders and other audio devices are only allowed if they do not disturb nearby residents.
4. Throwing dangerous projectiles, profanity, physical/verbal abuse, and any actions which are unsafe or disruptive to others are prohibited. *[added 4/28/10]*
5. Park rules apply to the Volleyball Court area. *[added 7/31/12]*

#### **E. Clubhouse**

1. Reservations must be made through the Sea Point office at least two weeks prior to the function.
2. The clubhouse may only be reserved for private parties which are social in nature. The clubhouse may not be reserved for meetings, seminars, lectures, etc.
3. Clubhouse hours for private functions are as follows:
  - a. Sunday through Thursday: 9:00AM to 9:00PM. Quiet clean-up until 10:00PM Friday and Saturday: 9:00AM to 11:00PM. Quiet clean-up until 12:00AM.
  - b. The evening prior to a nationally observed holiday will follow the Friday/Saturday schedule.
4. Use of the enclosed pool area or tennis courts is not permitted by attendees of

clubhouse functions. All activities must be confined to the clubhouse and patio area.

5. Pool furniture shall not be removed from the pool area for use in the clubhouse or patio area.
6. The indoor clubhouse furniture may not be brought outside (the lanai is considered outside).
7. Patio/balcony activity must conclude at 9: OOPM Sunday through Thursday or 10:00PM Friday and Saturday. At this time all clubhouse doors must be closed. Noise levels must not disturb other Sea Point residents.
8. Decorations must be confined to the clubhouse and patio area. Decorations shall not be attached to trees, shrubs, or bushes. The use of staples, tacks, nails, etc., is not allowed to hold decorations in place. All decorations must be removed completely at the conclusion of the function.
9. The use of confetti, or the like, may result in an additional cleaning fee.
10. As mandated by the Fire Marshal, furniture may not be placed in front of the fire exits.
11. No outside music source (disc jockey, band, quartet, stereo equipment, etc.) may be used in the clubhouse without written permission from the Board of Directors. There is a complete audio/visual system in the clubhouse.
12. All cabinets and doors must be locked at the conclusion of the function.
13. The maximum number of persons attending a function is 100.
14. The unit owner or tenant must be in attendance at all times.
15. Smoking is prohibited on all Sea Point Property including all three levels of the clubhouse, both inside and outside. Evidence of smoking will result in an automatic \$25.00 assessment. Any damage caused by smoking materials will result in additional assessments.
16. Stains and/or damage to the carpet will result in an automatic assessment. In the event of a spill, cleaning solution is located in the cabinet under the sink on the second level of the clubhouse. Your immediate attention to spills may help prevent the carpet from staining and may help the unit owner avoid an additional cleaning assessment.
17. No animals will be allowed in the clubhouse at any time.
18. A reservation is not considered confirmed until it has been reviewed and approved by the Board Liaison of the Social and Recreation Committee.

Following form may be downloaded from web site: [www.seapointtownhomes.com](http://www.seapointtownhomes.com)

**SEA POINT TOWNHOMES**  
**Clubhouse Rental Application and Agreement**

Page 1 of 2

Sea Point's clubhouse may be rented by Sea Point resident owners and tenant. It may only be reserved for private parties that are social in nature. Reservations must be made through the Sea Point office.

**This form must be completed, signed by both the owner and any tenant applicant,** and returned to the office with two checks; one for \$35.00 that will be cashed after the event and one for a \$250.00 deposit. If there are no violations and/or damages, the \$250.00 check will be destroyed. Reservations are not considered confirmed until reviewed and approved by the Board Liaison of the Security Committee.

Date cannot be saved until checks and application are received in the office.

Confirmation of approval will be provided at least one week prior to the event.

Owner Name \_\_\_\_\_ Unit No. \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ or \_\_\_\_\_

Name of Tenant Applicant: \_\_\_\_\_

Phone No. Applicant: \_\_\_\_\_ and/or \_\_\_\_\_

Contact Phone Number during function: \_\_\_\_\_

Date of function: \_\_\_\_\_

Description of Function: \_\_\_\_\_

\_\_\_\_\_

Anticipated number of guests: \_\_\_\_\_ (100 maximum).

If there will be guests under the age of 21, please provide the names of adult Chaperones: \_\_\_\_\_

\_\_\_\_\_

**Clubhouse Rental Agreement**

I am a resident of Sea Point and at least 21 years of age. I have read the Rules regulating the use of the clubhouse for a private function in their entirety. Further, I understand all rules and agree to comply with them. I understand that any violations of the rules may result in a corrective assessment to the owner in accordance with Sea Point's Corrective Assessment Schedule and that I may be charged by Sea Point or the Unit Owner for any damages and/or losses to the clubhouse and contents as a result of my function.

**I have obtained a copy, read, and understand the Clubhouse Rules.**

Applicant Signature\_\_\_\_\_

Unit Owner Signature\_\_\_\_\_

This reservation is not considered confirmed until it has been reviewed and approved:

Reservation has been:      Approved \_\_\_\_\_ Denied \_\_\_\_\_

Date Notification sent \_\_\_\_\_

Security Liaison Signature: \_\_\_\_\_ Date \_\_\_\_\_

Office Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

\$35 Deposit Received \_\_\_\_\_ Check No. \_\_\_\_\_ Date \_\_\_\_\_

\$250 Deposit Received \_\_\_\_\_ Check No. \_\_\_\_\_ Date \_\_\_\_\_

**Clubhouse Hours**

Sunday through Thursday: 9:00AM to 9:00PM. Quiet clean-up until 10:00PM Friday and Saturday: 9:00AM to 11:00PM. Quiet clean-up until 12:00AM. (The evening prior to a nationally observed holiday will follow the Friday/Saturday schedule.)

*[Form Revised April 2014]*

**F. Park** *[added 4/28/10]*

1. The Park is for the exclusive use of residents and their guests. *[added 4/28/10]*
2. Noisy play, throwing dangerous projectiles, profanity, physical /verbal abuse, and any actions which are unsafe or disruptive to others are prohibited *[revised 7/31/12]*
3. Common area quiet hours 10pm to 8 am. During quiet hours no noisy play, attempt to keep dogs in park from barking, be considerate when talking on cell phones.
4. Keep gates closed.
5. No climbing over any fence.
6. Amplified music is prohibited.
7. Volleyball Courts closed after dark.
8. Parties may be scheduled to reserve volleyball court and picnic table for exclusive use. A "Seapoint Park Reservation and Agreement" form and deposit check must be submitted prior to the party. Reservations for parties of more than 50 people will require Board approval.
9. Park may not be reserved on holidays. *[added 08/28/2013]*
10. Playground
  - a. Play at your own risk.
  - b. Children over the age of 13 should not use the equipment as it is designed for children under 13.
  - c. No shoving, pushing, throwing sand or any inappropriate objects.

Following form may be downloaded from web site: [www.seapointtownhomes.com](http://www.seapointtownhomes.com)

## SEA POINT PARK RESERVATION AND AGREEMENT

(NOT required for general park use)

Must be signed by Unit Owner and Tenant if the tenant is requesting the reservation

UNIT NUMBER \_\_\_\_\_ APPLICATION DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

OWNER NAME \_\_\_\_\_

CONTACT TELEPHONE NUMBER OF OWNER \_\_\_\_\_

Name of Owner or Tenant Requesting  
Reservation \_\_\_\_\_

Contact Phone Numbers of Requestor:

HOME \_\_\_\_\_ CELL \_\_\_\_\_ DURING FUNCTION \_\_\_\_\_

DATE OF FUNCTION \_\_\_\_\_ TIME \_\_\_\_\_

PURPOSE \_\_\_\_\_

I WOULD LIKE TO RESERVE: ☐ VOLLEYBALL COURT ☐ PICNIC TABLES ( )

### AGREEMENT:

I am a resident of Sea Point Townhomes and at least 21 years of age. I have read the attached rules regulating the use of the Sea Point Park private function in their entirety. Further, I understand all rules and agree to comply with them. I understand that any violation of the rules may result in a fine to the Unit up to \$1000 and that I may be charged for damages or losses to the park as a result of my function.

TENANT  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

And  
OWNER SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

The Sea Point Park may be reserved for special functions by Sea Point resident homeowners and resident tenants. It may only be reserved for private parties which are social in nature. Reservations should be made through the Sea Point office at least two weeks prior to the function on a first come basis.

Park may not be reserved on Holidays, and homeowner must sign the reservation request of a tenant.

This form must be completed, signed, and returned to the office with a check for \$250 which will be cashed after the function from which any damages or assessed violations shall be deducted. If there are no violations or damages, the \$250 check will be returned no later than three weeks following the function.

Reservations are not confirmed until review and approval by the Board Liaison of the Social and Recreation Committee, Property Manager and Homeowner. Any reservation for a group larger than 50 people will require board approval. If not approved, the deposit check will be returned.



Reservation has been Approved\_\_\_\_\_ Denied\_\_\_\_\_ Notification Sent\_\_\_\_\_  
Social Committee Liaison Signature\_\_\_\_\_ Date\_\_\_\_\_  
Administrative Office Assistant Signature\_\_\_\_\_ Date\_\_\_\_\_  
Deposit of \$250 Received: Check Number\_\_\_\_\_ Date\_\_\_\_\_

Rules:

8. Please honor Quiet Hours 10:00 p.m. to 8:00 a.m.
9. Gates may not be propped or left open at any time.
10. Trash to be removed from Park after the function. Area must be left clean.
11. Replace tables and benches in original position after the event.
12. Amplified music is prohibited
13. No more than 6 guests may be in the pool at one time.
14. Volleyball Court is closed after dark.

Form updated April, 2014

## **SECTION 5: PARKING**

### **A. Vehicles Permitted to Park in the Common Area**

1. Only vehicles properly displaying a valid guest pass or Common Area decal issued by the Sea Point office and fitting entirely within the marked parking space may park in the Common Area.

### **B. Types of Vehicles Not Permitted to Park in the Common Area (Subject to Towing)**

1. Vehicles with invalid or expired guest passes, or revoked common area decals.
2. Vehicles with garage decals between the hours of midnight and 8:00 a.m.
3. Vehicles that do not fit entirely within the marked parking space.
4. Vehicles with commercial markings.
5. Unidentified vehicles, that is, vehicles without a resident decal or guest pass.
6. Motorhomes and trailers, except while loading and unloading.
7. Watercraft of any sort.

### **C. Resident Parking Decals and Passes**

All full-time residents are requested to register their vehicles with the Sea Point office within 14 days of their moving in. Appropriate decals will be issued. The decals must be permanently affixed to the lower left corner of the vehicle's front windshield.

Any towing and/or storage facility charge, in connection with a violation of Sea Point's parking rules, for which the Association becomes liable, shall be assessed to the unit owner, in addition to any corrective

### **D. Violations Subjecting a Vehicle to Immediate Tow**

The following parking infractions are a threat to the safety of the residents of Sea Point and are a significant infringement upon the rights of the residents. Therefore, a vehicle parked in violation thereof shall be subject to immediate towing at the vehicle owner's expense.

Any towing and/or storage facility charge, in connection with a violation of Sea Point's parking rules, for which the Association becomes liable, shall be assessed to the unit owner, in addition to any corrective assessments.

If a violation of this section occurs, for which towing is mandated and towing is not accomplished for any reason, the owner will be sent a violation notice of when to appear before the Violations Committee.

1. Unoccupied vehicles parking in "No Parking" areas, or areas which are designated by a red curb, shall be subject to immediate tow.
2. Alleys in the Sea Point Common Area have been designated fire lanes by the San Diego Fire Department. Any unattended vehicles parked in these areas will be towed, without notice, at the vehicle owner's expense.
3. All unoccupied vehicles parked so that they obstruct garage doors or the access to garages shall be subject to immediate tow, without notice, at the vehicle owner's expense. Parking between the red "No Parking" line and the garage is not permitted at any time.

4. Any type of trailer (e.g., boat, motorcycle, utility) parked in the Common Area shall be subject to immediate tow, without notice, at the trailer owner's expense.
5. Motorhomes and watercraft parked in the Common Area are subject to immediate tow.
6. Any vehicle without a resident decal or guest pass will be considered an "Unidentified Vehicle" and subject to immediate tow.

## Sea Point Parking Policy

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Guests are subject to all of the parking and vehicular restrictions applicable to residents.

### 1. On-site Parking is reserved for:

- a. **Guests** displaying valid yellow or blue guest passes. *(these allow parking in common area during all day and night hours)*
- b. Full time residents displaying **black decals** *(these allow parking in common area **only** during hours between 8:00 a.m. to 12:00 midnight.)*
- c. Cars displaying COMMON AREA PARKING DECALS. (not black)
  1. These decals must be renewed each January.  
*(Allow parking in common area during all day and night hours)*

### 2. Parking Passes

- a. **Yellow Four-Day Guest Passes** can be obtained from the office during regular business hours. These can be used for up to four consecutive days. Residents may request extra four-day passes to keep in their unit for future use.
  1. To be displayed on driver's side of the dashboard with the Unit Number clearly visible.
  2. These passes may not be used by residents.
- b. **Blue Extended Guest/Owner Parking Passes** can be issued by the office for no longer than two weeks. They must be obtained at the office during regular business hours.
  1. To be displayed on driver's side of the dashboard with the Unit Number clearly visible.
  2. Guests who are visiting a resident for more than four consecutive days, and desire to park their vehicle in the Common Area, must have a guest pass signed and dated by the Office Administrator.

Extended guest passes will be issued for a period no longer than two weeks.

3. Owners who have extenuating circumstances requiring common area parking may obtain a temporary extended parking pass, not to exceed two weeks, from the office.

#### **c. Black Resident Parking Decals**

All full time residents are requested to register their vehicles with the Sea Point office within 14 days of their moving in. Appropriate decals will be issued. Decals must be permanently affixed to the lower left corner of the vehicle's front windshield.

Up to two permanent resident black decals will be issued to each full time resident. These allow the owner to park the car during the day in the common parking area. **These cars must be parked over night in the garage or on the public street.**

Cars bearing a black decal may not park in the common area between midnight and 8:00 a.m. If these cars are so parked, they will receive a parking violation, a summons to a hearing, or their car may be towed.

#### **d. Common Area Parking Decals.**

These decals allow units with three or four residents who are licensed at that address and own three or four cars registered to that address to park these two extra vehicles in the common area. The first two cars will have black decals and the other one or two cars will have the Common Area Decals.

These decals are individually numbered and recorded and must be renewed every January. Colors are changed yearly.

#### **REQUIREMENTS FOR OBTAINING Common Area Parking Decals: red, blue, green or yellow depending on the year issued; a different color each year.**

1. Apply in person at the office each January
2. Provide proof that the car is registered at the Unit address to a third or fourth person living full time at the address. Required verification will include the registration and driver's license. Both these documents will be the originals, not copies, and will show the unit address. These original documents will be copied and returned. The copies will be retained with the application.
3. The application must be approved by the designated Board Liaison.
4. After approval, the Office Administrator or designated Board Liaison will **personally verify** that the first and second cars have Black Decals

permanently affixed, and will **personally** affix the COMMON AREA PARKING DECALS to the third and/or fourth car.

5. In no case will more than two COMMON AREA PARKING DECALS be awarded to any unit. [revised 3/25/14]

## **SECTION 6: COMPLIANCE, ENFORCEMENT AND CORRECTIVE ASSESSMENTS**

The objective of corrective assessments is to encourage and improve compliance with the Governing Documents by all owners. Fines imposed for violating any of the Rules & Regulations and/or CC&R's will conform to the following schedules.

Owners are liable for the action of their guests and tenants, and any financial obligations incurred as a result of violations of the governing documents. (Owners should consider these facts when collecting rental deposits.)

### **A. Architectural Review Infractions**

Non-compliance with architectural review requirements shall incur a corrective assessment of up to \$500 per occurrence, as determined by the Board of Directors.

### **B. Fumigation Infractions**

Non-compliance with fumigation policy requirements shall incur corrective assessments as follows:

Failure to provide documents & keys within 7 days.....\$25 daily, but not to exceed \$150  
Violation leading to delay fumigation.....\$500 plus all costs

### **C. Flags, Banners, Signs & Posters Infractions** [revised 3/27/08]

First infraction.....\$100  
Second within two years .....\$200  
Third et. Seq. within three years as ordered by the Board, but not to exceed \$1000

### **D. Clubhouse Rental Infractions** [revised 3/27/08]

First violation of rental agreement.....\$250  
Second within two years..... \$500 and 1 year suspension of rental privilege  
Third ET. Seq. as ordered by Board; not to exceed \$1000 and revocation of rental privilege

### **E. General Schedule Of Corrective Action** [revised 12/07/16]

All infractions not covered by sections **A** through **D** above, or differently specified elsewhere in the Rules & Regulations, are governed by the following:

First infraction..... Warning  
Second infraction..... \$100  
Third infraction..... \$250  
Fourth infraction..... \$500  
Fifth ET. Seq. within five years as ordered by the Board, but not to exceed \$1000

The fine will double for each additional infraction thereafter as ordered by the Board.

Please note that the Association reserves the right, without the need for additional hearings, to levy ongoing assessments for a consistent amount if the violation remains in place. Ongoing assessments shall be levied on a month-to-month basis.

In addition to any corrective assessment, a unit owner will be assessed the amount of all legal fees and costs, if any, associated with correcting or reversing an infraction, and/or with repairing any damage arising therefrom. *CC&R's, Section 5.5.*

**F. Registration of Tenants Infraction [revised 4/26/17]**

Any owner failing to submit the appropriate form to register tenants within 24-hours of move-in shall be sent written notice of when they must appear before the Hearing Committee, which may assess a fine. The fine schedule is as follows:

First infraction.....	\$100
Second infraction.....	\$250
Third infraction.....	\$500

The fine will double for each additional infraction thereafter as ordered by the Board.

**G. Hearings**

Unless waived by the offending owner, a hearing to determine the disposition of an infraction shall be convened by the Hearing Committee of the Board of Directors, which shall comprise not less than three directors. Any director may serve on the Hearing Committee. The time and place of the hearing will be stated in the violation letter, and the letter shall be sent to the owner at least ten days in advance of the hearing date. Owners may call witnesses to appear only if deemed necessary to a fair presentation of their case by the Committee. If the Committee is unanimous in its disposition of the case, that decision is final. If the Committee is not unanimous, owners may elect to appeal to the Board of Directors for final disposition at the next regularly scheduled Board meeting. Written notice of the Committee’s decision shall be provided to the owner within fifteen days from the hearing date. Written notice of an intent to appeal must be provided to Management least seven days before the next regularly scheduled Board meeting, unless notice is waived by the Board.

If an owner fails to appear at a scheduled hearing of the Committee or Board and no alternative arrangement has been authorized by the Committee or Board, final judgment may be entered against the owner without further action.

Hearings convened under this section shall be held in executive session unless the owner waives the right to executive session.

Within fifteen days from the date of the hearing, written notice of any corrective assessment imposed by the Committee or Board shall be sent, via first class mail or personal delivery, to the owner’s last known address officially recorded by the Association. [Amended 02/26/2014]

**SECTION 7: COLLECTION POLICY**

Sea Point Townhomes Community Association (the “Association”) has the right and duty under the Association’s governing documents and California law to impose and collect assessments so that the Association can, among other things, manage, maintain and operate your development.

Timely payment of assessments is of critical importance to the Association. Although most property Owners consistently pay their assessments on time, the failure of any Owner to pay

assessments when due creates a cash-flow problem for the Association and causes those Owners who make timely payments of their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, to encourage the prompt payment of assessments and as required by law and/or the Association's governing documents, the Board of Directors has enacted the following policies and procedures (this "Collection Policy") concerning collection of delinquent assessment accounts, subject to Civil Code section 4340, et seq., if applicable.

### **1. DUE DATES**

All Regular Assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month. Special Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a Special Assessment be due and payable earlier than thirty (30) days after it is imposed.

### **2. PAYMENT / RECEIPTS / OVERNIGHT PAYMENT LOCATION**

The Association will be the collector of the assessments (current and delinquent), late fees and interest. Assessments may be paid by check or direct deposit. Cash will not be accepted. A charge of \$25.00, in addition to late fees, if applicable, will be assessed against any account whose check has been returned by the paying institution. *[Revised 3/26/2014]* When an Owner makes a payment, the Owner may request a receipt and the Association will provide such receipt, which will indicate the date of payment and person who received such payment. (Civil Code Section 5655) Any Owner is entitled to inspect and copy the Association's accounting books and records. (Civil Code Section 5200) Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Payment of assessments may be sent/delivered to the following address:

**Sea Point Townhomes Community Association**  
PO Box 30990  
Los Angeles, CA 90030

### **3. APPLICATION OF PAYMENTS**

Payments received on delinquent assessments shall be applied to the Owner's account in the following order of priority: First, the principal on the assessments owed; then to accrued interest and late charges; then to attorneys' fees; then the title company and foreclosure service company charges and other reasonable costs of collection. Payments on account of principal shall be applied in reverse order so that the oldest arrearages are retired first.

### **4. LATE CHARGE**

All assessments shall be delinquent if not paid within **fifteen (15) days** after they become due and will result in the imposition of a late charge of **ten percent (10%)** of the delinquent assessment. Furthermore, the Association shall be entitled to recover any reasonable collection costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.

### **5. LATE LETTER**

If a delinquent assessment payment is not paid within **fifteen (15) days** after it becomes due, a late letter will be sent to the Owner reminding the Owner of his or her obligation to pay assessments in a timely manner

### **6. SECONDARY ADDRESS**

Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate

that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.

## **7. PAY OR LIEN LETTER**

If an assessment payment from the Owner is not paid, the Board may authorize a pay or lien letter be sent to the homeowner through the Association's attorney. The Pay or Lien Letter shall provide at least 30 days' written notice to a delinquent Owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, including a breakdown of the following items:

- (a) The principal amount owed;
- (b) any late charges with the method of calculation used to determine such charges;
- (c) any attorneys' fees incurred; and
- (d) A description of collection practices, including the right of the association to the reasonable costs of collection.

## **8. ALTERNATIVE DISPUTE RESOLUTION PROCESS**

### **a. Assessment Lien**

Prior to recording an assessment lien, the Association shall offer the Owner and, if so requested by the Owner, the option of participating in dispute resolution, consistent with Civil Code section 5900, et seq. The Association's offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the Owner. An Owner who desires to accept the offer to "meet and confer" under this section shall elect such option by submitting a written request to the Association or the Association's legal counsel, which written request must be received by the Association within twenty (20) days from the date of the offer to "meet and confer." If the offer to "meet and confer" under section 5900, et seq. is accepted by the Owner, the Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its Property Manager to participate in the meet and confer with the Owner.

### **b. Foreclosure**

Prior to initiating foreclosure proceedings against an Owner's separate interest, the Association shall offer the delinquent owner, and if so requested by the Owner, to meet and confer with a delinquent owner (Civil Code section 5900, et seq.) OR alternative dispute resolution (Civil Code section 5900, et seq.) to resolve any dispute related to the total amount of delinquencies owed by the delinquent Owner to the Association and/or the Association's Collection Policy ("ADR Offer"). The Association's ADR Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent owner. An Owner who wishes to accept the ADR Offer must do so by submitting his/her/its written request to facilitate the ADR that is elected with the Association, which written request must be received by the Association within thirty (30) days from the day the ADR Offer is submitted to the delinquent owner. The Association shall designate a prompt date and time for the elected ADR. If a "meet and confer" is elected by the delinquent owner, the Association shall designate a Board officer, along with its Property Manager to participate in the meet and confer with the delinquent owner. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be



available if the Association intends to initiate a judicial foreclosure.

## **9. SHOW CAUSE HEARING**

Additionally, the Association may elect to provide a delinquent owner a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges; and/or (b) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing"). The notice and hearing procedures shall be in accordance with the following rules and restrictions:

- a. Written notice shall be mailed to the Owner not less than ten (10) days prior to the date of such hearing by first class or certified mail at Owner's last known address as shown on the Association's records. The notice shall set forth the amount of delinquency owed by the Owner and the time, date and place on which the hearing shall be held;
- b. The Board of Directors shall provide an opportunity for the Owner to be heard, orally or in writing, at the Show Cause Hearing prior to making any determination on the suspension of any Membership Privileges;
- c. In the event good cause is not shown and the Owner's account has not been brought current, then the Board may suspend any of the Owner's Membership Privileges. The Board shall hold the hearing in Executive Session; provided, however, if the Board is requested by a Member to have his or her matter be heard in an open Board meeting, then the matter must be heard in an open Board meeting, and not in Executive Session.
- d. After the Show Cause Hearing, the Board of Directors shall provide within fifteen (15) days of the Show Cause Hearing written notice to the Owner of the suspension of any Membership Privileges.

## **10. ASSESSMENT LIEN**

- a. If the delinquent owner does not bring his or her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors may proceed with recording an assessment lien against that Owner's separate interest.
- b. For liens recorded after January 1, 2006, the decision to record a lien for delinquent assessments shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. Prior to causing an assessment lien to be recorded, the Board of Directors must approve the recordation of an assessment lien against the delinquent owner's separate interest. The Board of Directors for the Association shall approve the decision to record an assessment lien by a majority vote in an open meeting; the Board shall record the vote in the minutes of that meeting. The Board's action should refer to the Lot number of the property that is delinquent, rather than the name of the owner.
- c. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessment(s), the then current monthly assessment amount which will also accrue and be a part of the lien, interest, late charges, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which may be foreclosed upon by the Association.

## **11. FORECLOSURE**

### **a. ADR Procedure**

The Association, prior to initiating foreclosure proceedings against a delinquent owner's separate interest, must comply with the alternative dispute resolution procedure set forth above (except that the timeline for the delinquent Owner to accept a meet and confer would be thirty (30) days from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with Civil Code 5925, et seq. ("IDR/ADR Offer"). The Owner shall have thirty (30) days from the date of the IDR/ADR Offer to decide whether or not the Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).

### **b. Board Approval**

Prior to initiating foreclosure proceedings, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the board of directors of the Association and may not be delegated to an agent of the Association. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the Lot number of the property that is delinquent, not the name of the delinquent owner. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale. The Board of Directors shall provide notice by personal service to an Owner of a separate interest who occupies the separate interest or to the Owner's legal representative, if the Board votes to foreclosure upon the separate interest. If the Owner does not occupy the subject lot/unit, the Board shall provide written notice via first-class mail to the most current address shown on the books of the Association.

### **c. Threshold**

The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, late charges, fees, costs of collection, attorney's fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than twelve (12) Months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with foreclosure of the assessment lien pursuant to the Association's governing documents and Civil Code 5740, 5700, 5715, 5720. Unless otherwise provided herein, the procedure used shall be private foreclosure pursuant to Civil Code 5740, 5650. The foreclosure action shall include, but is not necessarily limited to the following procedures:

i. Notice of Default (NOD). A NOD will be recorded at the County Recorder's office. The cost of all attorneys' fees and/or trustee's fees will be added to the debt.

ii. Notice of Trustee's Sale (NOS). If the delinquency is not paid within ninety (90) days after the NOD is recorded (and a lawsuit has not been filed), the Association will proceed with the recording and publishing of an NOS. The Owner is responsible for all publication, recording, posting and mailing costs, as well as attorneys' and/or trustee's fees.

iii. Sale of Property by Public Auction. If the trustee's sale proceeds, it is conducted as a public auction in the county in which the separate interest is located, during normal business hours on any business day. ANY OWNER WHOSE SEPARATE INTEREST IS IN FORECLOSURE IS URGED TO CONSULT WITH COMPETENT LEGAL COUNSEL OF THE OWNER'S SELECTION IN ORDER TO BE PROPERLY ADVISED OF THE OWNER'S RIGHTS AND OPTIONS AND THE TECHNICAL REQUIREMENTS OF THE FORECLOSURE PROCESS.

iv. Right of Redemption. The Trustee's Sale shall be subject to a statutory right of redemption, which shall terminate ninety (90) days after the trustee's sale is completed

## **12. MONEY JUDGMENT OPTION**

If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association may file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post-judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant.

## **13. RELEASE OF LIEN**

When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall prepare a Release of Lien, which shall be recorded in the County Recorder's Office within twenty-one (21) days of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the residential Lot.

## **14. PAYMENT PLANS**

An Owner of a separate interest which is not a timeshare or who is not a developer may, if mailed to the Association within fifteen (15) days of the postmark date of the pay or lien notice, submit a written request to meet with the Board to discuss a payment plan for the payment of any delinquency. The Association shall provide the Owner with the Association's standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request, unless there is no regularly scheduled Board meeting within that period, in which case the Board shall designate a committee of one or more members to meet with the Owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an Association's ability to record a lien on the Owner's separate interest to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect delinquent assessments from the time prior to entering into the payment plan.

## **15. REJECTION OF PARTIAL PAYMENTS**

Once a delinquent account has been turned over to the Association's legal counsel, the Association and its legal counsel will not accept partial payments and will reject such partial payments until the Owner's account is brought current and paid in full. Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the Association's legal counsel. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner.

## **16. PERSONAL OBLIGATION TO PAY ASSESSMENTS AND CHARGES**

Assessments, together with late charges, reasonable fees and costs of collection, reasonable attorneys' fees, and interest determined in accordance with California Civil Code Section 1366 and the Association's governing documents are a debt of the Owner of a separate interest (the Owner's

lot) at the time that the assessment or other charges are levied. Whether or not the Association records a notice of delinquent assessment (lien) on your property, the Association has a right to look to the Owner, personally, to pay the debt and pursue collection of that debt in a court action. The Association is also entitled, upon compliance with the requirements of California law and provided certain criteria and procedures as specified by law are satisfied, to record a lien against your property and to take enforcement action to sell your property without court action by non-judicial foreclosure. The recording of a lien against your property does not limit the right of the Association to pursue any Owner personally for payment of all monies due.

#### **17. COURTESY STATEMENTS AND TIMELY PAYMENTS**

It is the Owner's responsibility to allow ample time to drop off or mail all monies due before the delinquency date. As a courtesy only, invoices or statements for regular assessments will regularly be sent to an Owner by first-class mail addressed to the Owner at his or her address as shown on the books and records of the Association. However, it is the Owner's responsibility to be aware of the assessment payment due dates and to pay any and all assessments when due, whether or not an invoice or statement has been sent. Owners should promptly advise the Association of any changes in the Owner's mailing address.

#### **18. RIGHT TO REQUEST VALIDATION OF DEBT**

An Owner has the right to request validation of the debt by notifying the Association in writing of such request within thirty (30) days of the Association's initial communication to the Owner. Upon such request being made, an account history or other document reflecting the delinquent balance will be forwarded to the Owner. Any information obtained in the collection process or obtained from an Owner will be used for the purpose of collecting any monies owed.

#### **19. COMPLIANCE WITH CIVIL CODE SECTION 5730.**

The following notice is set forth to comply with Civil Code sections 5730:

##### NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

##### ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of Any accelerated assessments, late charges, fees, attorney's fees, interest and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 5705 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5600, 5660, and 5704 of the Civil Code)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this.

(Sections 5600 and 5650 of the Civil Code)

The association must comply with the requirements of Section 5650 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5650 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5650 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5650 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

#### PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5650 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 5900) of chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 5925) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5650 of the Civil Code)

#### MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5650 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 5650 of the Civil Code)"

#### **EFFECTIVE DATE OF THIS POLICY**

This policy was duly adopted by resolution of the Board of Directors and shall be effective as and from April 25, 2006. [Revised 3/26/2014]

## **SECTION 8: VOTING POLICIES AND PROCEDURES**

## **Introduction** *[revised 3/27/08 with major sections deleted - see CC&Rs.]*

The Seapoint Townhomes Community Association, Inc. ("Association") has adopted rules, policies, and procedures for conducting the Association's voting and election processes in response to the amendment of California Civil Code Sections 4355 and addition of Sections 5100, 5135 and 5145, which became operative on July 1, 2006. These rules, policies, and procedures are described in the Seapoint By-Laws.

It is the Association's intent to ensure the most comprehensive and balanced guidelines for our Members. To accomplish this goal, we have made the required revisions with you, the Homeowner, in mind. We sincerely hope our efforts in compiling these policies and procedures will assist you in understanding the voting process and will serve to encourage you to participate in the Association's decision making process.

The rules, procedures and policies apply to all matters of the Association that are regulated or otherwise controlled by a Membership voting requirement or ratification. This includes the selection of Directors, amendments to the Association's Governing Documents, regular assessment increases that exceed the authority of the Board of Directors, special assessments, and the granting of exclusive use of common area property.

The Association's CC&R's and By-Laws contain additional provisions and should also be reviewed by you, along with the voting policies and procedures, in order to guarantee a complete and thorough understanding of these matters.

## **SECTION 9: ARCHITECTURAL GUIDELINES**

### **Intent of Guidelines**

These guidelines are to provide owners who may wish to make architectural modifications with information on the process for securing approval as well as some specific design information. Please note that although these guidelines support the CC&Rs, they do not cover the entire document. For more information, please refer to the CC&Rs that are binding on all owners and should be fully understood.

### **GENERAL**

No exterior alteration or improvement of any kind, to a Unit or Exclusive Use Common Area, or interior alteration to a Unit affecting the structural integrity of the building shall be commenced, erected, placed, painted or maintained, without prior application to and approval of the Architectural Review Committee (Hereafter referred to as the ARC) and/or Board, except as noted in (CC&R 7.2).

Each owner shall be responsible for the maintenance, repair and replacement of all improvements, structures of any kind, and exterior or interior alterations added to any Unit, including but not limited to replacement doors, replacement or additional windows, skylights or other alterations. (CC&R 6.3 a)

All Owners are responsible for assuring that changes and additions are made only in accordance with the provisions of these guidelines.

### **Conditions that do not require ARC approval:**

1. MAINTENANCE, UPKEEP, REPAIR of any portion of the structures with the same materials and color (including doors, sliding window doors, windows, skylights, antenna dishes, and air conditioners) do not need the approval of the ARC. In addition, any temporary emergency repairs such as for doors, windows, roof etc. do

not need ARC approval. (CC&R 7.3)

2. THE REPLACEMENT OF SHINGLES removed during a plumbing repair or for any other reason must be done by Sea Point's maintenance contractor and will be paid for by the homeowner.
3. Interior paint of any color, appliances or plumbing fixtures (except water heaters with exterior vents), modification or replacement of cabinets, installation or replacing of wall or floor coverings.

### **Conditions that require ARC approval:**

1. Replacement of any portion of the structure with the same or different materials and color (including doors, sliding window doors, windows, air conditioners, skylights, antenna dishes, water heaters with exterior vents) require the approval of the ARC.
2. Any exterior alteration of a Unit or Exclusive Use Common Area.
3. Improvements or alterations to the interior of any unit which involve altering electrical or plumbing or gas systems or affect the bearing walls of a unit. (CC&R's 7.3) [amended 4/23/2014]

### **Non-Structural Modifications:**

1. Non-structural modification requests that may be directly approved or denied by the ARC include:
  - a. Balcony and patio attached floor coverings
  - b. Balcony sun shades and sun screens
  - c. Skylights
  - d. Balcony railing screening
  - e. Front doors
  - f. House numbers
  - g. Irrigation tubing Patio tile
  - h. Patio gates
  - i. Screen doors
  - j. Satellite dishes
  - k. Sliding door and window replacements like for like.
2. Any denials issued by the ARC may be directly appealed to the Board. (See Article IV of these guidelines and Civil Code §1368)
3. Non-structural modification requests that must be approved directly by the Board: These applications will be reviewed by the ARC and forwarded with its recommendation to the Board for consideration at its next meeting. These include but are not limited to:

- a. Any type of non-structural modification not previously allowed at Sea Point that suggests, implies or establishes any new standard.
- b. Any type of non-structural modification, which deviates from any existing Sea Point standards.

### **Structural Modifications:**

1. Structural modification requests that may be approved directly by the ARC are:
  - a. Balcony railings/barriers
  - b. Solar Tubes
  - c. Roof-top pipe vent enlargements for instant hot water heaters
2. Any denials issued by the ARC may be directly appealed to the Board. (See Article IV of these guidelines and Civil Code §1368.
3. Structural modification requests that must be approved directly by the Board: These applications will be reviewed by the ARC and forwarded with its recommendation to the Board for consideration at its next meeting. These include but are not limited to:
  - a. Any type of modification not previously allowed at Sea Point that suggests, implies or establishes any new standard.
  - b. Any modification or alteration that will impair the structural integrity of any common area or involves altering electrical or plumbing systems or bearing walls including but not limited to:
    - Window addition or enlargement
    - New skylights
    - Crawl space modification
    - Roof vents, other than enlargements for instant hot water heaters
    - Electrical or plumbing system modification

These types of modifications require city permits.

### **DESIGN GUIDELINES**

#### **General design guidelines for all projects:**

1. Wood is to be painted Sea Point brown.
2. Stucco is to be painted Sea Point cream.
3. Tiles visible from the common area should be in earth tones (brown, cream, brick, and beige) and if they have a design, it should be discrete. The grout should also be neutral in color. Accent and signature tiles must be approved by ARC.
4. The positioning of objects on the roof (air-conditioners, satellite dishes, antennas, etc.) need to be approved in writing by the Manager or Managing Agent so designated by the Board on a Sea Point Roof Object Positioning Request Form. (Form may be downloaded from <http://www.Seapointtownhomes.com>. Such form shall be signed by the agent and retained in the ARC book for the specific unit receiving



approval. The designated agent shall both approve and supervise the positioning of the object. [amended 7/24/2013]

5. Air-conditioners should be in earth tones (brown, cream, beige, or gray) in color, and have a low noise level. [amended 7/24/2013]
6. Manufacturer and advertising imprints, etchings, signatures, logos and the like are prohibited on exterior building materials and materials visible from the exterior of a unit. Building materials include (but are not limited to) wood, stucco, tile, stone, doors, windows, and other glass.

### **Specific Design Guidelines:**

1. Air Conditioners: Approval required, even for replacements. Only areas north of Del Mar Scenic are plumbed for roof air conditioning. Wall air conditioners are not allowed. All ground wires on the roof to be covered and cannot be elevated.
2. Antenna and their connecting cable: Requires ARC approval by Manager or Board designated agent on Roof Object Positioning Request Form. Connecting cable must be brown or black to blend in with surrounding area. Satellite dish diameter or diagonal measurement may not be more than 36 inches. (Civil code 1376) Antenna/Satellite Dish must be of earth tone color (brown, cream, beige or gray). Manager/Agent will supervise and approve the installation. Owner will coordinate the installation. Dish cables may not be attached to shingles. [amended 7/24/2013]
3. Balcony Floor Coverings:
  - a. Attached: Approval Required
  - b. Resurfacing: Approval Required
4. Balcony railings: Approval Required. Any modification to railings must be approved. Modification must bring railings up to current city building code. Rails 4" apart and height at least 36" to 48". Must be painted Sea Point brown. Requires city permit and ARC approval.
5. Balcony Materials: Railing Screening: Approval Required. Samples of acceptable materials are available in the Sea Point office. Approved materials are dark stained bamboo matting, glass or plexiglass panels, and brown mesh screening. Screening must extend from the top to the bottom of the railing and all the way from side to side. Flower boxes faced with shingles may be approved, but only if the base of the flower box is watertight.
6. Balcony shades and screens: Approval required. They may be made of metal or of an approved fabric. They may extend the entire width of the balcony, or be divided. The shades and screens should be kept in the raised position when not being used specifically to screen the sun.
7. Clotheslines: Clotheslines or similar apparatus for the exterior drying of clothes are prohibited. Exterior air drying of clothes or bedding is prohibited. (CC&R 5.3 r)
8. Front Doors: Approval Required. Doors may be made of wood or fiberglass. They may have windows. They must be brown, but not necessarily Sea Point brown.
9. Irrigation tubing: Approval required. The tubing may not interfere with shingles or exterior paint. Dangling tubes are not allowed.

10. Screen Doors: Approval Required. The frames must be Sea Point brown.
11. Patio Resurfacing: Approval Required.
- a. Materials: Ceramic tile, Pavers
  - b. Slate Manufacturer and advertising imprints, etchings, signatures, logos and the like are prohibited on exterior building materials and materials visible from the exterior of a unit. Building materials include (but are not limited to) wood, stucco, tile, stone, doors, windows, and other glass.
  - c. Finishes and colors: Earth tones (brown, beige, cream, and brick) are acceptable. No bold or bright color will be approved.
12. Signs are prohibited except as outlined in CC&R 5.3 (f)
13. Skylights: Approval Required.
- a. Replacement skylights may be approved directly by ARC.
  - b. New skylights require Board approval.
14. Solar Tubes: Are allowed but require approval.
15. Trellises: Nothing may be placed on shingle, and they may not block another homeowner's view of ocean or Torrey Pines Reserve. (R&R Section 2, item B.4) [amended 4/23/2014]
16. Window Additions: Require ARC and Board approval. Additions and enlargements require city building permits and an engineering report.
- a. **Windows from the following manufacturers have previously been approved: Anderson, Jeld Wen, and Pella.**
  - b. **Style: Window materials must match the general architectural style of the existing windows. Elevation drawings must be submitted.**
  - c. Materials: The materials may be wood, vinyl, aluminum, or composite.
- Finish: All visible non-glass parts of the window must be brown when viewed from the outside. Finish may either be baked in or painted on.
17. Window and Sliding Door Replacement: Requires ARC approval.
- a. Window and sliding door replacements from the following manufacturers have previously been approved: Anderson, Jeld Wen, and Pella.
  - b. Style: Replacement window and door materials must match the general architectural style of the existing windows/doors. French style windows/doors may be approved.
  - c. Materials: The materials may be wood, vinyl, aluminum, or composite.
  - d. Finish: All visible non-glass parts of windows/doors must be brown when viewed from the outside. Finish may either be baked in or painted on.

## **PROCEDURE**

1. Requirement for all applications:
  - a. Owners wishing to make any changes must submit an Architectural Modification Request Application form to the ARC with all appropriate sections completed, including required submissions (i.e. notarized indemnification release form, pictures, paint chip, material samples, architectural or contractor drawings, etc.).
  - b. Owners must submit proper separate written applications for each change being requested as noted on the Architectural Modification Request Application form. Applications containing more than one request will be returned to owner.
  - c. Applications will not be considered if all of the required submissions are not included. Such applications will be returned to the owner.

- d. Applications will not be considered for additional changes to any property on which there are existing violations and/or for which other approved changes have not been substantially completed.
  - e. All applications must be received at the office of the management agent by 1:00 p.m. five (5) days prior to the monthly ARC meeting. The applicant may check with the Manager for specific dates. Applications received after that time will not be reviewed until the following monthly ARC meeting.
  - f. The Manager will notify immediate neighbors of any application request that may affect them. (Amended 4/23/2014)
  - g. Oral requests will not be considered.
  - h. Homeowners who have pending applications are encouraged to attend the ARC monthly meeting; however, no walk-in applications will be considered.
  - i. Each alteration or addition must be specifically approved, even when a similar or substantially identical alteration or addition has been previously approved.
  - j. Approval by City: Approval of any project by the Association does not waive the necessity of obtaining any required city building permit. Prior to commencing any alteration or improvements approved by the Board or ARC, the Owner shall comply with all appropriate governmental laws and regulations. Approval by the Board or ARC shall not be considered to satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction. The Association shall not be obligated to enforce the provisions of this Section. An Owner's failure to obtain such governmental approval may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Board or ARC, which penalties shall be the responsibility of such Owner. Each Owner by accepting a deed to his or her Unit, agrees to reimburse the Association for any loss resulting from the violation of any applicable governmental laws and regulations. (CC&R 7.5)
  - k. Obtaining a governmental permit does not waive the need for Association approval.
  - l. The burden rests with the applicant to demonstrate the acceptability of the proposal. The applicant must provide any submissions required by the ARC for an alteration or improvement of the type proposed. The applicant may submit with the application any additional materials such as exhibits, petitions, photographs, experts' statements and the like that applicant deems appropriate. The applicant may request an opportunity to appear before the ARC along with any witnesses applicant desires to have testify.
2. Administrative Requirements:
- a. The ARC will review all applications at its monthly meeting, which is normally held eight (8) days prior to the monthly Board meeting. The applicant may check with the Manager for specific dates.

- b. The ARC shall act on the application and give notice to the applicant within sixty (60) days from receipt of a complete application, including all submissions required. The ARC shall notify an applicant, in writing, of any deficiencies in the application, which preclude consideration of the application and the commencement of the sixty (60) day review period. (CC&R 7.4)
- c. The ARC delegates to the managing agent the responsibility for receiving applications. The review period shall commence upon the date of receipt of a complete application by the managing agent.
- d. The applicant must provide in writing to the ARC the Completion Notification (tear-off section at bottom of the Approval Form) as soon as the work is completed. (CC&R 7.6)
- e. Once the Completion Notification has been received, the ARC or its designee will inspect the modification for compliance with the approved application. Once inspection has been done and the project is found to be in compliance with the approved application, final approval will be issued.

### 3. Results of Review

- a. The applicant shall be informed in writing of the decision made by the ARC or the Board. (Architectural Modification Request Approval Form.)
- b. If the applicant fails to receive a reply indicating a decision within sixty (60) days from receipt of the application and submissions, the owner may submit a written notice to the Board advising the ARC's failure to act. If the Board fails to approve or disapprove such plans within sixty (60) days after the receipt of said notice from the owner, the plans shall be automatically approved. (CC&R 7.4)
- c. If an application is disapproved, the reason(s) for disapproval shall be stated as part of the written decision. (Architectural Modification Request Denial Form.)
- d. A denial of approval by the ARC may be appealed to the Board of Directors, pursuant to the procedures for appeal set forth in Article IV of these Guidelines.
- e. Copies of all Architectural Modification Requests, along with the written decision and a statement of any action taken, will be filed according to unit number in the Architecture Modification Notebooks that are maintained in the office.
- f. Management will enter the results of all actions taken by the ARC and/or Board into the Architectural Document History computer Database.
- g. Construction must commence within twelve (12) months after the approval of an Architectural Modification Request. If the item approved has not been started within twelve (12) months of the approval date, the approval shall expire, and construction cannot commence. (CC&R 7.6)
- h. Any approved work must be substantially completed in accordance with the plans and specifications approved by the ARC or Board within twelve (12) months after construction has commenced. (CC&R 7.6)

### 4. Appeal of decision to the Board of Directors

- a. A denial by the ARC pertaining to a modification request may be appealed to the Board of Directors at an open meeting of the Board if such action is taken within forty-five (45) days of the decision of the ARC. Reconsideration by the Board does not constitute dispute resolution. (Civil code 1378) (Amended 4/23/2014)
  - b. The Board of Directors shall act within thirty (30) days following receipt of an appeal request and notify the applicant in writing of the Board's decision.
  - c. The Board may sustain or reverse a decision of the ARC. (Civil code §1378)
  - d. A denial by the Board pertaining to a modification request may not be appealed. Owners may reapply after a one-year period.
  - e. If the Board denies the patio expansion request, the owner may not commence litigation without first seeking mediation.
5. Procedures for Monitoring Compliance
- a. Inspection: The ARC shall periodically survey the Community for compliance.
  - b. Alleged Violations
  - c. An alleged violation may be reported by the ARC, any homeowner or may be identified by the management agent as a result of his/her inspection.
  - d. If the ARC or the Board of Directors is making the report, they will notify the management agent directly.
  - e. If it is determined that a violation exists, the managing agent shall inform the Owner in writing, with a copy to the ARC, giving the Owner thirty (30) days in which to correct the violation. The notice period may be reduced in the event of an emergency situation or in cases where the violation will increase or enhance with the passage of time. In such cases, notice will be sent by certified mail, return receipt requested.
  - f. If the violation is not corrected within 30 days, an Enforcement Hearing will be held per R&R Section 6 (d). The time and place of the hearing will be stated in the violation letter, and the letter shall be sent to the Owner at least ten (10) days in advance of the hearing date. Owners may call witnesses to appear only if deemed necessary to a fair presentation of their case by the Committee. If the Committee is unanimous in its disposition of the case, that decision is final. If the Committee is not unanimous, Owners may elect to appeal to the Board of Directors for final disposition at the next regularly scheduled Board meeting. Written notice of the Committee's decision shall be provided to the Owner within fifteen (15) days from the hearing date. Written notice of an intent to appeal must be provided to the Association office at least seven (7) days before the next regularly scheduled Board meeting, unless notice is waived by the Board.
  - g. The Board of Directors' actions may include any or all of the following:
    - Corrective assessment of up to \$500 per occurrence, as determined by the Board Hearing Committee.
    - Issuing a second written notice requesting compliance.
  - h. Notifying the Association's attorney for legal action.

## **Patio Expansion Guidelines**

### **1. General**

- a. The Board of Directors shall require the owner to be responsible for the Association's cost of planting new plant material outside the new wall to replace landscaping affected by the construction of the expanded patio wall. The choice of new plant material will be at the sole discretion of the Landscape Committee and the Board of Directors.
- b. The Board of Directors shall require the owner to be responsible for the Association's cost of modifying or constructing drainage or irrigation as required due to the construction of the patio expansion.

### **2. Expansions into Sea Point Common Area**

- a. Requests to expand a patio into Sea Point common area shall be presented initially to the Board for action. The Board will approve or deny the request. [Modified 3/26/2014]
- b. If the Board approves the waiver, the Board's decision is final and the request will be sent to the ARC for review of design elements and final approval. [Amended 4/23/2014]
- c. If the Board does not approve a waiver, the unit owner may elect to send his patio expansion request to all Sea Point homeowners for a vote.
- d. The height of any new or altered patio wall must be the same as the wall being replaced or altered.
- e. Patio walls must match the original wall material and finish; block covered with stucco to match the existing stucco Sea Point cream color or wood and shingles with the trim painted to match the existing Sea Point brown trim color.
- f. Any gates included in a patio expansion must be approved by the ARC for height, style, material and color.
- g. The walking surface of the expanded patio shall be finished to provide a continuous appearance. Any selected materials such as tile or concrete finishing methods shall be approved by the ARC.
- h. For all patio expansions into Sea Point common area, the patio expansion may NOT exceed five (5) feet from the exterior of the existing patio wall and/or may NOT extend into the common area any closer than three (3) feet to the walkway.
- i. The owner shall be required to sign and record a "Maintenance and indemnity Agreement."
- j. The Board of Directors may consider variances from compliance with these General Rules as follows:
  - Variances may be granted, without limitation, to these General Rules when circumstances such as topography, location, engineering, economy, hardship, aesthetic or environmental considerations warrant such variance.
  - Variances shall be in writing and shall become effective upon final approval by the Board.

- When a variance is granted, no violation of these General Rules shall be deemed to have occurred with respect to the matter for which the variance was granted.
  - The granting of a variance shall not operate to waive any of these General Rules for any purpose except with relation to the particular unit and particular rule covered by the variance.
  - The variance shall not affect in any way the owner's obligation to comply with any applicable governmental laws and regulations.
  - The owner will be required to assume full responsibility for the entire patio wall. This responsibility includes maintenance, repair, and replacement of the wall, treating pest infestation and repairing dry rot. The Association will assume future responsibility for painting of both interior and exterior patio walls.
  - The Board of Directors shall require the owner to be responsible for the Association's cost of planting new plant material outside the new wall to replace landscaping affected by the construction of the expanded patio wall. The choice of new plant material will be at the sole discretion of the Landscape Committee and the Board of Directors.
  - The Board of Directors shall require the owner to be responsible for the Association's cost of modifying or constructing drainage or irrigation as required due to the construction of the patio expansion.
3. Requirements for requests for patio expansions into EITHER front door entryways, OR into Sea Point common area outside the existing patio walls.
- a. As part of the ARC application procedure, the detailed design of the expanded patio must be documented.
  - b. If such an expansion extends into Sea Point common area, the owner must construct, at his sole expense, a temporary "story pole" structure that accurately demonstrates the extent and height of the requested patio expansion.
  - c. ARC notification procedures shall be followed to notify neighbors of the patio expansion request.
  - d. After a period of not less than fifteen (15) days and not more than thirty (30) days of story pole demonstration and opportunity for community comment, all patio expansion applications shall be reviewed by the ARC for purposes of making recommendations to the Board of Directors.
  - e. The requesting homeowner will be notified of the ARC's recommendation to the Board within fifteen (15) days of the decision.
  - f. Patio expansions approved prior to the implementation of these General Rules are subject to the rules in place at the time of their approval. Any request that modifies a previously approved patio expansion will be subject to these General Rules.
  - g. The Board has the right to approve or disapprove any patio expansion application into the entryway. The decision by the Board shall be final.



- h. If the Board does not approve a waiver under the Davis-Stirling Act to expand into Sea Point common area and the unit owner elects to submit the patio expansion request to all homeowners for a vote, the ballot must clearly state the Board's recommendations for approval or denial of the patio expansion request. This information is to be printed on the ballot adjacent to the voting boxes. [Amended 4/23/2014]
- i. Patio expansion requests may be included in the Annual Meeting packet mailed to homeowners in April/May. The cost of such mailing shall be borne by the HOA.
- j. If a patio expansion request is submitted to the homeowners for a vote at any other time (other than in the annual packet), the entire cost (materials, printing, postage, labor, etc.) shall be borne by the unit owner. The HOA Office Manager is available to provide the homeowner with the necessary procedures.
- k. Both the HOA Office Manager and the Board will verify that all information in the packet is properly presented prior to being mailed.

## **V. Davis-Stirling Act (2014):Civ. Code §4765]**

- 1. This section applies if an association's governing documents require association approval before an owner of a separate interest may make a physical change to the owner's separate interest or to the common area. In reviewing and approving or disapproving a proposed change, the association shall satisfy the following requirements:
  - a. The association shall provide a fair, reasonable, and expeditious procedure for making its decision. The procedure shall be included in the association's governing documents. The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for response to an application or a request for reconsideration by the board of directors.
  - b. A decision on a proposed change shall be made in good faith and may not be unreasonable, arbitrary, or capricious.
  - c. Notwithstanding a contrary provision of the governing documents, a decision on a proposed change may not violate any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), or a building code or other applicable law governing land use or public safety.
  - d. A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the board of directors.
  - e. If a proposed change is disapproved, the applicant is entitled to reconsideration by the board of directors of the association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of Section 1363.05. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 1363.820.

2. Nothing in this section authorizes a physical change to the common area in a manner that is inconsistent with an association's governing documents, unless the change is required by law.
3. An association shall annually provide its members with notice of any requirements for association approval of physical changes to property. The notice shall describe the types of changes that require association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

[END]