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# **PINE VALLEY LODGE HOMEOWNERS ASSOCIATION**

## **Rules and Regulations**

The purpose of these Rules and Regulations is to ensure a pleasant and safe home environment for all residents of the Pine Valley Lodge Homeowners Association, and to protect and maintain the value of Pine Valley Lodge Homeowners Association for everyone.

The term 'Declaration' as used in these Rules and Regulations refers to the "Declaration of Covenants, Conditions and Restrictions for Pine Valley Lodge Homeowners Association". The term "Bylaws" refers to the "Bylaws for Pine Valley Lodge Homeowners Association". These documents were furnished to each owner at the time of purchase. Except as provided in the Declaration, the Pine Valley Lodge Homeowners Association residential units shall be used as single-family residences only, and for social, recreational, or other reasonable purposes normally incident to residential use.

Pine Valley Lodge Homeowners Association is managed by a property management company. Please refer to Appendix A for contact information.

### **1. SECURITY**

#### **1.1 Entry to Units**

Board members or their representatives may enter, on reasonable notice, (48 hours, except for an emergency) any unit or exclusive use areas concerning maintenance or construction for which the Association is responsible. Should any damage result from this entry, the Association will pay the costs of repair.

### **2. PARKING, AUTOMOBILES, MOTORCYCLES AND BICYCLES**

#### **2.1 Parking Assignments**

Pine Valley Lodge Homeowners Association does not have assigned parking. Parking spaces are on a first come first serve basis. Parking is limited to passenger size vehicles that will fit in the marked spots (one parking space per unit) additional vehicles must be parked by tennis courts. One oversized or recreational vehicle may be parked by tennis courts for no longer than seventy-two (72) hours within a thirty-one (31) day period

#### **2.2 Illegal Parking**

Parking of inoperable vehicles or unlicensed vehicles is prohibited. Any vehicle illegally parked will be towed at the owner's expense. The Board has the right to remove from the premises any vehicle(s) which may be considered a hazard or a nuisance. This includes but is not limited to, vehicles not parked within the confines of a marked space. After one (1) written notice to owner of unit, if vehicle is still inoperable after two (2) weeks, the vehicle will be towed.

### 2.3 Visitor and Guest Parking

The Pine Valley Lodge Homeowners Association has designated visitor or guest parking. The Visitors and Guest parking is by the tennis courts.

### 2.4 Motorized cycles and Golf Cart Parking

Motorized cycles, mopeds and golf carts are considered individual motor vehicles, and must be parked in a marked parking space. Motorized cycles, mopeds, golf carts etc., are not to be parked in or on entryways, or common areas.

### 2.5 Parking in Fire Zones

Parking in fire zones is not permitted at any time.

### 2.6 Vehicle Repairs

Car repairs are not permitted in the individual parking spaces or parking lots except in minor emergencies. The use of gasoline and/or other combustibles for cleaning or for any other purpose is prohibited. Owners are responsible for protecting the pavement from fluid leaks. Damage to these areas will be charged back to the offending owner.

### 2.7 Washing of Vehicles

No washing of vehicles on premises or within the parking spaces or parking lot.

### 2.8 Violations

Pine Valley Lodge Homeowners Association will tow vehicles parked in violation of these rules. If a parking space is improperly occupied, any owner or tenant may contact a Board member or the property management company. Towing will and must be performed in compliance with California Vehicle Code 22658.

## **3. PATIO STORAGE CABINET**

Storage cabinets must meet HOA specifications and have Board approval. Units with existing patio storage cabinets must meet specifications approved by Board and be kept clean by resident. No combustibles, perishables, or odoriferous items will be stored in the cabinet. Pine Valley Lodge Homeowners Association is not responsible for upkeep and maintenance of storage cabinets.

## 4. PEACE AND QUIET

### 4.1 Peace and Quiet

Special attention must be given to noise control during the hours between 10:00 p.m. and 8:00 a.m. Every resident, however, should always use consideration and common sense to keep noise at a reasonable level at all times.

### 4.2 Obnoxious or Offensive Activity

Obnoxious or offensive activities are prohibited in any unit or common area, and nothing will be done therein which may be, or may become, an annoyance or nuisance to other residents. The Board will determine what is obnoxious or offensive activity on a case by case basis in response to written complaints.

## 5. COMMON AREAS

### 5.1 Inappropriate Use of Areas

Playing or loitering, in driveways, parking areas and walkways is prohibited. No noisy or dangerous equipment is allowed on the sidewalks or parking areas such as, but not limited to, skateboards, bicycles, skates and recreational scooters.

### 5.2 Access to Common Areas

Access to common areas and public streets are not to be blocked by motor vehicles, recreational vehicles, bicycles, equipment, or any other object. Items stored in the common area including exclusive use area or causing blockage, are subject to removal and disposal at the discretion of the Board of Directors.

### 5.3 Pool Area

Pool hours are from 8:00am to 10:00pm. No glass is allowed in the pool area. If people fourteen (14) years or younger are in the pool, the rope separating the shallow end from the deep end must be in place and must be replaced if removed. All pool equipment must be placed in proper holders before leaving pool area.

1. NO animals in pool or in pool area (California Health and Safety Code)
2. Swim diapers required for any child not toilet trained
3. All persons with long hair must wear a bathing cap, braid their hair, or pull the hair back tight
4. Children fourteen (14) years and younger must be accompanied and supervised by an adult (adult is defined as a person eighteen (18) years or older) at all times.

5. No more than six (6) guests per unit are permitted in the pool area at any one time. For larger groups the pool area can be rented
6. There is no lifeguard on duty. Everyone uses the pool at their own risk

The Pool is for the use of all the owners and tenants. Exclusive use cannot be granted, however, if the use of the pool is desired by the owner/tenant for a function, a written request must be made in advance to the management company, Howerton Management Company at (858) 569-1793, 8305 Vickers Street Suite 211, San Diego, CA 92111 and a \$100.00 deposit must be received along with the request. The request must also include the number of people attending the function, the length of time the function will be held, the date of the function and the time the function is to begin. You must clean up after yourself; failure to clean up after the function will result in the deposit not being returned to you. All gates are to be locked at all times when they are not in use. The deposit of the \$100.00 will be refunded after the pool area has been inspected by an Association or management representative.

#### 5.4 Railings/Fences/Patio Dividers

No clothing, rugs, or other items may be draped outside. Items left may be removed or disposed of at the discretion of the Board of Directors.

#### 5.5 Housekeeping

Residents must clean up after themselves

#### 5.6 Patio Area

Owners or occupants are responsible for keeping their patios clean and clear of unsightly clutter.

1. Patios are NOT to be used for storage
2. Patio furniture only; limit one (1) table and six (6) chairs of reasonable size. Please contact Board if you need a determination
3. Dead or dormant plants must be removed or maintained for a pleasing appearance. Board has final say on what is pleasing.
4. No plants extending into common area height or breadth
5. Unused pots must be removed
6. One barbeque of reasonable size. Board has final say of reasonable size. Please contact Board if you need a determination
7. Patio lights are allowed but must be one hundred (100) watts or less
8. No flashing, blinking or holiday type lighting or advertising lights

9. No motorized vehicles
10. Only two operable bicycles on patio
11. The patio may NEVER be used for living quarters for pet
12. No feeding of animals. The food and water attract rodents, insects and unwanted wildlife
13. One sunshade may be hung and must be kept clean and good repair
14. Board has final say on what can be kept on patio please contact Board if you have questions

#### 5.7 Laundry Room

The laundry room hours are from 8:00 am to 10:00 pm. Laundry must be completed by 10:00pm. The door must always be locked when the room is not occupied. The trash can is for laundry related trash, not household garbage. The Homeowners Association is not responsible for lost or stolen articles from the laundry room. Laundry room is not to be used for storage of laundry soaps and other items.

#### 5.8 Tennis Courts

Due to the condition of the surface of the courts and the cost to repair the tennis courts to playable condition, the tennis courts are closed.

#### 5.9 Clubhouse

The Lobby is for the use of all the owners and renters. Exclusive use cannot be granted, however, if the use of the lobby is desired by the owner/renter for a function, a written request must be made in advance to the management company, Howerton Management Company at (858) 569-1793, 8305 Vickers Street Suite 211, San Diego, CA 92111 and a \$100.00 deposit must be received along with the request. The request must also include the number of people attending the function, the length of time the function will be held, the date of the function and the time the function is to begin. If you use the lobby, you must clean up after yourself. Failure to clean up after the function will result in the deposit not being returned to you. All doors are to be locked at all times when they are not in use. The deposit of the \$100.00 will be refunded after the lobby has been inspected by an Association or management representative. User must use their own wood for fireplace.

## 6. **INSURANCE**

#### 6.1 Effect on Insurance

Nothing may be done or stored in any unit or in the common or exclusive use areas that would increase the insurance premiums charged the Associations, resulting in the cancellation of the insurance or increase the Association's liability.

#### 6.2 Homeowners Insurance

Homeowners are strongly encouraged to have a comprehensive homeowners' insurance policy, which includes personal liability. The Association's insurance covers the structure of the building only. Everything inside the drywall and slab is the responsibility of the unit owner.

### **7. EXTERIOR APPEARANCE AND ALTERATIONS**

#### 7.1 General

It is the Association's policy to maintain a consistent and attractive appearance throughout the complex and to not allow individual unit owners to modify the exterior appearance of their unit.

#### 7.2 Landscaping

Owners will be responsible for any damage they, their tenants, guests, or pets cause to trees, shrubs, and landscaped areas.

#### 7.3 Signage

Signs, advertisements, or notices may not be inscribed, painted, engraved, or affixed to any part of the exterior of any unit, except "For Rent" or "For Sale" signs. Only temporary use of one (1) sign per unit, affixed to door.

#### 7.4 Exterior Windows

Awnings, shutters, or devices of any type may not be attached to the exterior of the building with the exception stated in section 5.6.

#### 7.5 Air-conditioner/Heating Unit



All air-conditioner/heater units must be approved by the Board of Directors and are subject to removal should the owner fail to request the Board's approval. No air conditioner/heater that requires a special opening through the walls, glass door or windows is allowed. The Homeowners Association is not responsible for the repair or maintenance of any air-conditioner/heater equipment for any unit.

7.6 Clotheslines

No exterior clotheslines shall be erected or maintained, and there shall be no drying or laundering of clothes anywhere, except laundry room or within unit on the property

7.7 Obtaining Board Approval

When an owner needs to obtain Board approval for alterations, the owner will submit written description and timetable of the project to the Board. These must be clear and comprehensive, and in enough detail to permit an informed review by the Board. If drawings are not submitted initially and the Board requests them, they must be submitted at the owner's expense.

**8. EMERGENCY SITUATIONS**

Emergencies such as broken pipes or conditions that could result in physical harm to a person or damage to the property must be reported to the management company, Howerton Management Company, at (858) 569-1793 after hours (888) 201-0703. Problems other than this type should be reported to the owner or rental agent. The Pine Valley Lodge Homeowners Association is not responsible for repairs to the interior of the condo or for repairs to the air conditioning/ heating unit.

**9. PETS**

9.1 Number Restriction

Homeowners may have one (1) of either a cat or a dog, but not one (1) of each. Size restriction is kept at 25 pounds. Dogs may not be of the large or dangerous breed variety and absolutely no pits bulls will be allowed.

9.2 Control of Pets

Pets must be attended to and under the control of a responsible person at all times. Dogs and Cats must be on a leash or carried whenever in a common area. Pets must not be left unattended or leashed to or on any common area. No pets allowed in pool area at anytime.

9.3 Relief Trips and Exercise

Pet owners are encouraged to take their pets out for exercise and relief trips, and are not to create nuisances in common and exclusive use areas. To ensure the condominium environment remains pleasant for all, residents who walk their pets on the grounds must clean up after their pets. Failure to do so will result in fines levied on the pet owner by the Association.

#### 9.4 Pet Food

Due to the nature of our location pets must be fed indoors and pet food must be stored indoors.

#### 9.5 Pet Waste Removal

Any used pet litter or other pet waste must be bagged and tied securely before being placed in the outside dumpsters.

#### 9.6 Accidents

If a pet soils a common or exclusive use area, the pet owner is responsible for cleaning the area. If the owner is unable to restore the area to its pre-existing condition, he or she shall pay the cost of any necessary additional cleaning or replacement.

#### 9.7 Loose Animals

Loose animals are subject to being picked up by the local animal control at the owner's expense.

#### 9.8 Pet Complaints

Residents keeping pets in their units must take all care required to keep the pet from disturbing other residents. If the Board receives a written complaint concerning an animal, the Board will investigate. If a problem is identified, the Board will at its sole discretion take action to remedy it.

### **10. UNIT INTERIORS AND ALTERATIONS**

#### 10.1 Interior Windows

All draperies, curtains, window coverings, shutters, or blinds visible from the exterior of the building must be of a white, beige, or neutral color and shall not be significantly stained or damaged.

#### 10.2 Condominium Unit Interiors

No alterations that impact the structural integrity of the building or the operation of any building system may be made to the interiors of the Units.

### 10.3 Approval for Alterations

Board approval is required for all alterations except interior decoration or minor repairs not requiring any building system to be shut off. Minor repairs affecting other units shall be referred to Howerton Management Company. Affected units should be notified.

### 10.4 Responsibilities of Contractors

1. Hours of work are 8:00am to 7:00pm Monday through Friday, and 8:00am to 5:00pm on Saturday and Sunday, holidays excluded.
2. Noises and odors should be minimized.
3. All contractors and workers must comply with the provisions for parking, storage, contained in these Rules and Regulations.
4. Contractors must dispose of their debris. Debris may not be disposed of, nor placed in the dumpsters. If workers fail to clean up, the clean-up will be undertaken by the Association, and the owner will be billed.

### 10.5 Responsibilities of Owners for Contractors

Compliance with the rules regarding alterations is the responsibility of the homeowner. The homeowner must furnish a copy of all applicable rules and regulations to each contractor and agent employed on the project.

### 10.6 Responsibilities of Owners for Projects

1. Management should be notified of projects that affect community resources i.e. Electricity, water and propane. .
2. Approval must be obtained for architectural and/or resource modifications or additions.

### 10.7 Doors and Windows

Each owner shall be responsible for the maintenance, repair and replacement of all doors attached to their unit, whether interior or exterior, glass or otherwise, and windows. This includes the metal frames and tracks of such doors and windows, and hardware attached. In addition, painting, or replacement of exterior doors and windows shall require the prior approval of the Board or its delegated committee.

## **11. RENTAL OR SALE OF UNITS**

### 11.1 Leasing or Lending

Owners leasing or lending their unit(s) will provide a copy of these Rules and Regulations to the prospective occupants, and advise them of their duty to follow them. A signed statement verifying their acceptance of the Rules and Regulations must be presented to the property management company. To protect all residents, it is recommended that the landlord or his agent do a credit report and criminal background check.

### 11.2 Use of a Rental or Sales Broker or Agent

11.2.1 At the time of the listing and before holding an open house, the owner will provide a copy of the Rules and Regulations to the listing agent.

11.2.2 If an open house is planned, the listing agent will agree to the Association's conditions and requirements, which include but are not limited to the following:

- a. The listing agent and listing broker will indemnify, defend and hold and save the Association and all owners of units in the condominium harmless from any expense, loss, damage, harm or liability that arises out of or is in any way related to the open house.
- b. The listing agent will stay in the unit during the open house.

### 11.3 Failure of Tenant to Comply with Association Documents

11.3.1 Each owner shall provide a copy of Rules and Regulations to each tenant of his/her unit. By becoming a tenant, each tenant agrees to be bound by these Rules and Regulations.

11.3.2 If any tenant is in violation of the provisions of the Rules and Regulations, the Association will send notification to owner of the violation and proceed according to section 12.3.

## **12. GRIEVANCES, FINES, PENALTIES, AND HEARINGS**

### 12.1 Grievance Procedure

Grievances by any homeowners may be submitted in writing to the Board. Attention will be given to these concerns at the Board's regularly scheduled meetings. Owners are encouraged to work out their differences among themselves before approaching the Board.

### 12.2 Registration of Complaints

The communication should be written on the Pine Valley Lodge complaint form and include all information pertinent to the complaint. The complainant should mail or e-mail the complaint to the property management company, to the attention of the Pine Valley Lodge Homeowners Association Board of Directors.

### 12.3 Fines

A courtesy letter will be sent for a first grievance or violation of the rules. If the grievance or violation is not resolved within thirty (30) days the owner will receive a second notice, and an invitation to a hearing with the Board. A continuing grievance or violation of the same rule(s) after that will result in a third notice and a \$50.00 fine. The fine will increase by \$50.00 increments per month, to a maximum of \$250.00 per month.

### 12.4 Hearings

If a problem continues after all proper procedures have been taken, the Board may choose to call a hearing. The Board may take whatever actions necessary to rectify the problem. Alternatively, an owner has the right to request a hearing anytime he or she receives a notice of violation.

### 12.5 Penalties

12.5.1 The Board may levy monetary penalties against an individual member as a disciplinary measure for failure of a member to comply with provisions of the Bylaws, Declaration, or Rules and Regulations, or as a means of causing the member to reimburse the Association for costs and expenses incurred by the Association in the repair of damage to Common Areas and facilities for which the member was responsible, or in bringing the member and his condominium into compliance with the Bylaws, Declaration, or Rules and Regulations.

## **13. MEETINGS**

### 13.1 Location

All meetings of the Association will be held at the Pine Valley Lodge or as determined by the Board of Directors. Change to meeting dates or times will follow Pine Valley Lodge Bylaws

### 13.2 Conduct of Meetings

All attendees shall conduct themselves in a civil manner. Owners not acting in a civil manner may be dismissed from the meeting or prohibited from attending future meetings.

### 13.3 Meeting Attendance

Association members may attend all meetings of the Board and the Association. Non-Board members may not participate in any deliberation or discussion unless expressly so authorized by a vote of a majority of a quorum of the Board. Those members wishing to address the Board in private may do so by asking to be placed on the agenda for the next Executive Session of the Board.

### 13.4 Executive Sessions

The Board will adjourn to Executive Session to consider litigation, matters relating to the formation of contracts with third parties, member discipline, personnel matters, or to meet with a member, upon the member's request, regarding the member's payment of assessments, as specified in California Civil Code Section 5740 or 5650(a). The Board of Directors of the association shall meet in executive session, if requested by a member who may be subject to a fine, penalty, or other form of discipline and the member shall be entitled to attend the executive session.

## **14. ADDITIONAL RULES**

### 14.1 Changes in Rules

The Board may, from time to time, amend or remove one or more of these rules to facilitate management or operations, or to provide for new situations. Written notice of any changes will be furnished to all owners.

### 14.2 Ordinances and Statutes

Residents will comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

### 14.3 Conserving Utilities

Recognizing that everyone needs to conserve utilities, for the good of the planet as well as for the individual homeowner's and the Association's bank accounts, it is hereby prohibited for anyone occupying one of the 42 units or the Clubhouse to leave any door open while the heating or air conditioning unit is being used.

## **Appendix A**

## **Property Management**

Howerton Management Services  
C/O Brad Maroney  
8305 Vickers Street, Suite 211  
San Diego, CA 92111-2111

(858) 569-1793  
(888) 201-0703 (emergency)  
(858)-569-2005 (fax)

e-mail: [brad@howertonmgt.com](mailto:brad@howertonmgt.com)

*Intentionally Blank*



**PINE VALLEY LODGE H.O.A.**

Howerton Management  
8305 Vickers Street Ste 211  
San Diego, CA 92111

Howerton Management Services email:  
brad@howertonmgt.com

PH. 858) 569-1793  
Fax (858) 569-2005

**Owners Name(s):** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Owners Mailing Address:**  
\_\_\_\_\_  
\_\_\_\_\_

**Phone Numbers:** \_\_\_\_\_  
**Home** **Work** **Cell**

**Tenant Names(s)** \_\_\_\_\_

**Phone Numbers:** \_\_\_\_\_  
**Home** **Work** **Cell**

**Rental Document Receipt**

I/we, the Tenant(s) leasing unit number \_\_\_\_\_ in the Pine Valley Lodge, acknowledge receipt of the Pine Valley Rules and Regulations.

These are the rules and regulations set forth by the Pine Valley Lodge Homeowners Association. All tenants who lease a unit in the Pine Valley Lodge will be obligated to abide by these rules as if you were the homeowner.

Tenant	Date
Tenant	Date
Owner	Date

**PLEASE RETURN THIS FORM TO THE MANAGEMENT COMPANY AT YOUR EARLIEST OPPORTUNITY. THANK YOU FOR YOUR ASSISTANCE IN THIS MATTER**