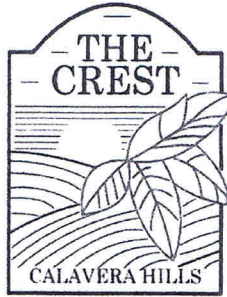


Rules & Regulations
for
The Crest of Calavera Hills
Homeowners Association

Approved 14 October 2014

If this document contains any restriction based on race, color, religion, sex, status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housings laws and ^s void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.



Dear Homeowner:

The primary purpose of this document is to set forth the Rules and Regulations for the Crest of Calaveras Hills Homeowners Association (“The Crest”) through which to facilitate each person’s ability to enjoy the common areas, to enhance safety and to preserve and protect the appearance of the Community.

Our quality of life here at The Crest depends upon everyone’s compliance with The Crest’s governing documents including these Rules and Regulations, the CC&Rs and By-Laws, in addition to Municipal Codes and Ordinances and common sense observations.

These Rules and Regulations apply to Owners, tenants, guests and invitees. It is the responsibility of the Owner of a Lot within The Crest to ensure that his or her tenants, guests and invitees, including minors are aware of the importance of these Rules and Regulations and to ensure that they comply with the same.

The Board of Directors (“Board”) has the express “power” to promulgate these Rules and Regulations pursuant to Article VII, Section 1(a) of The Crest’s Bylaws (or any successor provision) and reserves the right to amend these Rules and Regulations from time to time subject to the requirements of California *Civil Code* § 4340-4370. The amended Rules and Regulations will thereafter be posted on our bulletin board and published on our website.

These Rules and Regulations were approved by the affirmative vote of a majority of the Board which resolved to adopt the same at a noticed Board meeting held on 14 October 2014.

THE BOARD OF DIRECTORS

Bill Parks, President

Mike Steinman, Secretary

TABLE OF CONTENTS

GENERAL INFORMATION	4
A – GENERAL RULES	6 – 8
B – VEHICLES	8 – 9
C – ANIMALS	9 – 10
D – POOL AND SPA	10 – 11
E – NOISE CONTROL	11 – 12
F – RENTALS	12
G – MAINTENANCE AND REPAIR RESPONSIBILITY	13 – 17
APPENDIX A (1) Violations and Fining Policy	18 – 19
A (2) Policy and Procedures of Lien Rights and Other Legal Remedies for Default in Payment of Assessments.....	20 – 24
A (3) Annual Policy Statement (Civil Code § Section 5310)	25 – 26
A (4) Internal Dispute Resolution (IDR) Procedures	27
A (5) Payment Plan Standards	28
APPENDIX B Application for Property Improvement	29 – 32
APPENDIX C (1) Satellite Dish Installation & Maintenance	33 – 34
C (2) Cable Installation	35
APPENDIX D Retrofit Window Replacement Policy	36
APPENDIX E Fence Height Extension Policy	37
APPENDIX F Tenant Registration	38

GENERAL INFORMATION

The Crest is a Planned Unit Development (PUD). This means that homeowners own their separate interest Lots in fee simple, while the Common Areas are owned by the corporation. The Crest consists of 108 single-family home Lots.

The Crest is governed by a Board of Directors with either two (2) or three (3) directors being elected each year by a vote of the membership. The Crest is a California non-profit, mutual benefit corporation and is operated as such pursuant to the governing documents, the Davis-Stirling Common Interest Development Act (“Davis-Stirling Act”) of the California *Civil Code* and the California *Corporations Code*.

The Board of Directors has the authority to appoint various committees to assist in the management and operation of The Crest including landscape and architectural review committees. Your participation in the management and operation of the Association is most directly accomplished by serving on the Board or one of the committees, but the Board welcomes any and all input, advice and suggestions from any owner of The Crest. Your right to provide that input at meetings of the Board or the membership is guaranteed under the Davis-Stirling Act.

The regular meetings of the Board of Directors are usually held on the **third Wednesday of each month** start at 5:30 P.M. Notice of Board meetings shall be posted on the Community bulletin board.

All homeowners are entitled to attend any Board meeting with the exception of Board meetings held in “Executive Session.” Homeowners wishing to place a specific topic for Board discussion on the agenda must submit a written request to do so at least **eight (8) days** prior to the date of the meeting subject to the Board’s right to control the agenda. However, the Davis-Stirling Act guarantees homeowners the right to speak at any meeting of the Board or Membership during “Open Forum” subject to the Board’s authority and to the Board’s right to set a time limit on the homeowner’s comments.

The annual meeting of membership is usually held in June of each year. All members shall receive notice of the Annual Meeting not less than **Ten (10) days** but not more than **ninety (90) days** prior to the meeting. The primary purpose of the Annual Meeting is to elect Directors and homeowners are strongly encouraged to return their ballot by the deadline set by the Inspectors of Election to ensure that a quorum, defined as a majority of the total voting power of the Association, is obtained so the election and other proper business of the Association may be conducted.

A formal audit of the Association’s finances is performed at the end of each fiscal year (December) and copies are mailed to each owner of record within 120 days. The operating budget and reserve fund projections for the following year are mailed to all owners forty-five to sixty (45-60) days prior to the New Year.

The master insurance policy for the common areas of the Association is renewed each year. **This Insurance covers only the common area and common area buildings, equipment and amenities** (pool house, pool, spa, and mail kiosk) along with liability insurance for the Association and Board members.

PLEASE NOTE:

THE HOA MASTER INSURANCE POLICY DOES NOT PROVIDE COVERAGE FOR ANY OWNER'S SEPARATE INTEREST LOT, ANY IMPROVEMENTS THERETO OR FOR ANY PERSONAL PROPERTY. EACH OWNER MUST CARRY THEIR OWN INSURANCE COVERAGE FOR THEIR SEPARATE INTEREST LOT AND FOR ANY IMPROVEMENTS THERETO, AND FOR THEIR PERSONAL PROPERTY. TENANTS SHOULD CARRY INSURANCE COVERAGE FOR THEIR PERSONAL PROPERTY.

The Association maintains a strict policy of collecting assessments when they are due. A copy of the adopted policy is distributed every year with the budget. See **Appendix "A (1)."**

Violation of the Association's governing documents including the C&Rs, Bylaws, or these Rules and Regulations may result in the suspension of privileges, the imposition of fines and/or the initiation of legal action as outlined in **Appendix "A(1)"** and **Appendix "A (2)."** A copy of the adopted policy is distributed every year with the budget.

A. GENERAL RULES

A1. Any and all modifications or improvements to any Lot or any structure or improvements thereon, including, but not limited to, decks, patio covers, sidewalks, landscaping, screen doors and drain changes require the **prior written approval** of the Association pursuant to Article V of the CC&Rs. A sample copy of the application is contained in this document and may also be obtained from the management company or from the Associations website. **See Appendix “B.”**

A2. Satellite dishes may not be installed anywhere in the Association common area. See the Association’s adopted Satellite Dish Installation and Maintenance Policy attached hereto as **Appendix “C (1).”**

A3. The guidelines that govern the installation of a two (2) foot lattice fence extension on the patio fence are listed below. Written Board approval is required prior to installation. **See Appendix “E.”**

1. The lattice shall be framed or capped on all edges above fence line.
2. The overall height of the lattice shall not exceed two (2) feet above the patio fence.
3. The framing material shall not exceed two inches by two inches (2” x 2”).
4. The lattice design shall be diagonal (XXX).
5. The lattice shall have clean finished edges.
6. The lattice shall be structurally sound.
7. The lattice shall be uniform and consistent with any existing lattice installed on an adjacent Lot.
8. All sides of the lattice shall be painted to match the exterior fence color. Paint color is: Behr Solid Color Stain Dark Gray # 503.
9. The Owner shall be responsible for the maintenance of the lattice at all times.
10. Owners shall comply with any and all applicable Carlsbad City Codes.

A4. The Association has adopted guidelines governing the installation of Cable Television and Satellite Television Dishes on the exterior of structures located on an Owner’s separate interest Lot. Any and all cables attached to the exterior of any building must be painted to match the material (siding, trim, or stucco) behind that cable within 30 days of cable installation. **See Appendix C (2).** The cable installer should be instructed to use the following guidelines prior to installation:

1. Whenever possible, the cable shall be routed inside the building rather than on the exterior of the building.
2. If the cable must be run externally, then priority shall be given to cable concealment as opposed to simply running the cable the shortest possible distance. Cables shall be run at the base of the building whenever possible, or along the siding, corners, or other similar routes to maximize concealment from view.
3. Installation shall be done with minimum number of fasteners necessary to best conceal the cable. The Owner is responsible for any damage to the building’s exterior that is a result of the cable installation. The Owner is responsible for any damage caused by future water intrusion resulting from the cable installation or lack of maintenance of the cable installation penetrations into the building’s exterior. Notify the Board of Directors when the installation has been completed so that the improvement can be reviewed for compliance with the painting requirement and association guidelines.

- A5. Owners are prohibited from interfering with the Association common area and any and all improvements, including, but not limited to the irrigation system located thereon at any time.
- A6. Objects may not be hung over the patio fence so as to cause an eyesore.
- A7. Flower boxes or other items shall not be attached to the sides or top of patio fences so as to be visible from the common area.
- A8. Play equipment, storage sheds, cabinets and other similar improvements or equipment may not extend above the fence line so as to be visible from the common area.
- A9. Holiday lights and decorations may be displayed between Thanksgiving Day and New Year's Day and shall be removed by the 15th of January.
- A10. Littering the common area is prohibited.
- A11. No flammable, combustible or explosive fluids or chemical substances may be stored in any unit or storage area except in amounts typically maintained for normal household use and in containers intended to store such fluids and substances.
- A12. Owners shall not abandon, store or locate personal property of any kind anywhere in the common area at any time.
- A13. Scooters, Motorized Scooters, and Skateboards are prohibited within the common area, including all Association parking areas, streets and sidewalks.
- A14. Owners shall be responsible for the cost to repair any damages to any part of the common area caused by the negligent or willful behavior of the Owner, the family, tenants, guests and/or invitees.
- A15. A sign of reasonable dimensions and design advertising an Owner's separate interest for sale or rent must be located on the Owner's separate interest only and shall not be displayed in the common area or elsewhere on the property.
- A16. Water softener tanks shall not be installed in the common area. Water softener tanks shall be submerged in the soil, with the upper portion not to exceed two (2) feet above ground level. Care shall be taken to restore landscaping after installation.
- A17. The Association shall not be responsible for the theft of any personal property stolen from any part of the community.
- A18. Owners are responsible for any violation of the Association's governing documents committed by their family, tenants, guests and/or invitees and any such violations may subject the Owner to an enforcement action and discipline including monetary penalties.
- A19. Security and Screen doors must be approved by the Architectural Committee prior to installation.

A20. Dumpsters are designed to hold normal household trash. Large loads (furniture, mattresses, or appliances) shall not be placed into dumpster receptacles or left in the dumpster enclosure at any time. The dumpster lid and gate must be closed after use. To dispose of large items such as furniture, mattresses, or appliances, Owners shall call a local charity to donate the item or call Coast Waste Management at (800) 896-7444 for a special pickup. The cost for any such special pickup shall be the responsibility of the party requesting the pickup.

A21. All residences shall be used solely as single-family residences and may not be used for commercial purposes.

A22. Nothing shall be chained, tied to, attached, or affixed to any part of the common area including but not limited to any posts or fence.

A23. Owners are prohibited from contacting a service company on behalf of the Association at any time. The Association shall not be responsible for any service company charges resulting from such a contact.

A24. Marking, coloring, painting, or defacing common area surfaces including, but not limited to sidewalks, fences, buildings, parking lots and/or streets with any substance (e.g. paint, ink, chalk, etc.) is prohibited. Owners shall be responsible for the cost to repair or restore any damage to the common area caused by any such marking.

B. VEHICLES

B1. Parking spaces are limited to use for motor vehicles no longer than nine (9) feet wide, eight (8) feet high and twenty (20) feet long, only.

B2. Only one (1) vehicle may be parked in any numbered stall. Motorcycle/Car tandem Parking is prohibited.

B3. With the exception of emergency repairs such as replacing a flat tire, car repairs and maintenance are prohibited in any portion of the common area.

B4. Vehicles shall not be put on blocks, ramps, or jacks.

B5. The speed limit on all Crest common area streets is fifteen (15) mph.

B6. Speeding, reckless driving or peeling rubber is prohibited.

B7. Residents shall only park in stalls designated for use by the occupants of their separate interest and shall not park in guest parking spaces at any time.

B8. Motorcycles must have a protective guard under the kickstand to prevent penetration of the asphalt.

B9. Inoperable and/or unregistered vehicles shall not be stored in the Association at any time and are subject to being towed at owner's expense.

B10. Vehicles may not be parked in such a manner as to block another vehicle or to impede ingress and egress to any part of the community by emergency vehicles at any time. Fire lanes marked with red striping or red curbs must be kept clear at all times. Any vehicle parked in a marked fire lane is subject to being towed at any time without notice.

B11. Designated parking areas are to remain free of material that would corrode asphalt; e.g. oil, acid, gasoline, etc.

B12. No boat, camper, recreational vehicle or trailer of any type may be stored or parked within the community at any time.

B13. Residents shall be responsible for any violations of the Association's parking restrictions by their guest including, but not limited to, their guests parking in unauthorized spaces, or in such a way as to impede traffic in any way. The Association shall not be responsible for any costs associated with enforcement of its parking restrictions against an Owner's guest, including, but not limited to, towing charges in the event a guest's vehicle is towed.

B14. No vehicle shall be left in a condition that constitutes a fire hazard.

B15. No mode of transport including, but not limited to bicycles, skateboards, scooters or vehicles motorized or otherwise, may be used or operated on any of the common area lawns or planted areas at any time. Owners shall be responsible for the cost to repair any damage to the common area caused as the result of a violation of this restriction by the Owner's family including children, tenants and/or guests.

C. ANIMALS

C1. All dogs shall be leashed at all times when on the Association common area and shall be held by a person capable of controlling the animal at all times.

C2. Owners and occupants shall immediately pick up and dispose of pet waste deposited in the common area.

C3. Pets, other than registered service animals, are prohibited from the common area pool enclosure at any time.

C4. Pets shall not be staked on a leash in the common area at any time.

C5. Only ordinary domestic animals, such as dogs, cats, fish and birds kept inside the residence may be kept as household pets within an Owner or occupant's separate interest and shall not be kept, bred or raised for commercial purposes.

C6. All owners and occupants must comply with any and all City regulations regarding the control, health and safety of pets.

C7. Pet owners shall be responsible for the cost to repair any damage caused to common areas by their pet and shall be responsible for any personal injury caused by the animal.

C8. No pet shall be permitted to be kept within any portion of the property if the pet makes excessive noise or otherwise constitutes and unreasonable annoyance or nuisance to other residents. Residents who are disturbed by an animal are urged to first contact the pet owner for relief and, if unsuccessful, to contact the Animal Control Department 760-438-2312.

D. POOL AND SPA

D1. THERE IS NO LIFEGUARD ON DUTY IN THE POOL/SPA AREA AT ANY TIME. All persons using the pool/spa including, but not limited to, an Owner's family members (including minor children), tenants, and guests do so at their own risk. Persons with diabetes, heart trouble, subject to fainting spells, high blood pressure and/or pregnancy should consult with their doctor before using the spa.

D2. Before entering the pool, be familiar with the safety and rescue instructions that are posted.

D3. The pool area is for use by residents of The Crest and their guests only. A limit of four (4) guests per residence is allowed in the pool area at any time. Guests must be accompanied by an adult resident. Access to the pool area shall be by the Owner or occupant's pool area key card only. A replacement Pool Area Key Card or Bathroom Key may be obtained from the property management company for a fee.

D4. The pool and spa area hours are posted and distributed annually. The pool and spa area is available for authorized use from 6:00 A.M. to 10:00 P.M., Sunday through Thursday and from 6:00 A.M. to 11:00 P.M. Friday through Saturday. Outside of these hours the pool and spa are closed and shall not be used. The spa is heated year round between the hours of 8:00 A.M. and 10:00 P.M. Sunday through Thursday and 8:00 A.M. to 11:00 P.M. Friday and Saturday. The pool is heated only during the summer months.

D5. SMOKING AND/OR THE CONSUMPTION OF ALCOHOLIC BEVERAGES IS PROHIBITED WITHIN THE POOL/SPA ENCLOSURE AT ANY TIME.

D6. Glass containers are prohibited from being used in the pool/spa enclosure at any time. Use plastic containers only.

D7. Proper swim attire must be worn by all persons using the pool and spa at all times. Street clothing such as cut-off jeans, etc., is prohibited at any time.

D8. Only leak proof swim diapers specifically intended for use in a pool or spa may be worn in the pool or spa. Owners, occupants or guests may not change into and out of proper swim attire in the pool area.

D9. Persons fourteen (14) years of age and under must be accompanied and supervised by a person eighteen (18) years of age or older.

D10. Owners and occupants shall turn off the spa timer when it is not in use.

D11. Skateboards, skates, bicycles, scooters, and/or other similar devices are prohibited from the pool/spa enclosure at all times.

D12. Animals, other than registered service animals, are prohibited from the pool/spa enclosure at all times.

D13. Rafts, surfboards, air mattresses, boogie boards, Frisbees, or other similar devices are prohibited from the pool/spa enclosure at all times. Safety devices are permitted.

D14. Persons using the pool/spa shall not introduce foreign items such as rocks, marbles, coins or other similar objects into the pool or spa at any time. All bobby pins, hairpins, and other such items must be removed prior to entering the pool or spa.

D15. Soap, detergents, bubble bath and body lotions may not be used in the pool or spa at any time.

D16. Pool/spa enclosure gate must be fully closed and kept in a locked position at all times. The gate may not be left open or propped open.

D17. All persons shall shower to remove oils or excessive dirt prior to using the pool/spa.

D18. Portable music devices may only be used with headphones or earplugs and shall not be audible to other pool/spa users.

D19. Pool furniture must be left in the pool/spa deck at all times. Pool furniture shall not be placed in the pool or abused in any way.

D20. All persons using the pool/spa shall dispose of trash in the containers provided.

D21. Special parties must be approved by the Board of Directors. Submit a written request two (2) weeks prior to any planned activity.

E. NOISE CONTROL

E1. Owners, guests, and occupants of the Association shall not create a nuisance by generating noise at an unreasonable level or at unreasonable hours which interferes with the quiet use and enjoyment of other occupants in their residences. This includes, but not limited to, noise generated by electronic devices, animals, vehicles and/or activities such as parties.

E2. Owners and occupants of the Association must report noise complaints to the Carlsbad Police Department (CPD) if unable to resolve the issue with the party generating the unreasonable noise. You may call at any hour, although CPD prefers calls after 10:00 P.M.

F. RENTALS

F1. Each Owner has the right to lease all of his or her Lot. Subleasing is not permitted. Any lease agreement must be in writing and must provide that the lease is subject in all respects to the provisions of the Association's governing documents including the CC&Rs, Bylaws and these Rules and Regulations. All Owners must submit a rental information form to the management company as soon as their unit is rented. **See Appendix "F"**. Any breach or violation of the Association's governing documents by a tenant and/or their family members, guests or invitees shall constitute a default under the lease agreement (CC&Rs Article VI, Sec.19).

F2. Owners shall not lease their separate interest for a period of less than thirty (30) consecutive days. Timeshares or use of an Owner's separate interest for transitory use typically associated with hotels is prohibited.

F3. Owners shall provide tenants with a copy of the Association's governing documents and shall advise tenants that a breach or violation of those governing documents constitutes a default under the lease agreement.

F4. Owners who lease their separate interest in the Association shall not be entitled to use the common area pool/spa for the term of the lease. Owners shall be responsible for providing their tenants with a Pool Area Key Card. Pool Area Key Cards and Restroom Keys must be signed for upon receipt from the property management company by the owner or their designated agent which designation shall be in writing.

**G. THE CREST OF CALAVERA HILLS HOMEOWNERS' ASSOCIATION
MAINTENANCE & REPAIR RESPONSIBILITY**

Approved 14 October 2014

COMPONENT (S)	OWNER	HOA
Air Conditioning System – Separate System for each Home	X	
Antennas – Cable and Satellite TV (Installation, Maintenance, and Repair)	X	
Antennas – Cable and Satellite TV – Exterior Building Attachments (Repair of Damage caused by any Water or Vermin Entry – e.g. rain, sprinkler system, dry rot, termites, rodents, etc.)	X	
Appliances – Built-In	X	
Appliances – Free Standing	X	
Building – Structural Integrity	X	
Building – Replacement or Rebuilding after damage (e.g. earthquake, fire, age, etc.)	X	
Carpeting – In Homes	X	
Cables – Cable and Satellite TV, etc. – Exterior Building Attachments (Repair of Damage caused by Cable Installation and any Water or Vermin Entry – e.g. rain, sprinkler system, dry rot, termites, rodents, etc.)	X	
Carports – Maintenance & Repair		X
Carports – Painting		X
Caulking – Exterior		X
Caulking – Interior (e.g. Bathrooms, Kitchen, etc.)	X	
Chimneys – Exterior Structural	X	
Chimneys – Exterior (Non-Structural)		X
Chimneys – Interior / Flues	X	
Chimneys – Sweeping / Cleaning	X	
Common Areas & Common Maintenance Improvements (Pool, Spa, Pool Building, Mail Kiosk, Carports, Association Fences, Association Sidewalks, Streets, Parking Lots, Landscaping, Irrigation and Landscape Drainage)		X
Desalination Basin		X
Doorbell – Exterior Components/Button Switch	X	
Doorbell – Interior Components	X	
Doors – Front Entry – Flashing/Waterproofing	X	
Doors – Front Entry – Frame Repair or Replacement	X	
Doors – Front Entry – Locks and Hardware	X	
Doors – Front Entry – Painting Exterior Surface		X
Doors – Front Entry – Painting Interior Surface	X	
Doors – Front Entry – Replacement	X	

COMPONENT (S)	OWNER	HOA
Doors – Shed Entry – Flashing/Waterproofing	X	
Doors – Shed Entry – Frame Repair or Replacement	X	
Doors – Shed Entry – Locks and Hardware	X	
Doors – Shed Entry – Painting Exterior Surface	X	
Doors – Shed Entry – Painting Interior Surface	X	
Doors – Shed Entry – Replacement	X	
Doors – Screen/Storm/Security	X	
Drainage System (e.g. Ditches, Catch Basins) In Common Area or Common Maintenance Area Only		X
Drainage System – Private	X	
Drains – Bathtubs, Showers, Sinks	X	
Drains – Curb		X
Drains – Patio/Balcony	X	
Drains – Yards/Planters (Except in the Common Maintenance Area)	X	
Electrical Panel/Circuit Breakers	X	
Electrical Switches, Sockets, Wall Plates – Interior	X	
Electrical Switches, Sockets, Wall Plates – Exterior	X	
Electrical Wiring (Except for Common Areas)	X	
Electrical Building Surfaces		X
Electrical – Common Areas and Maintenance Improvements		X
Exterior Faucets, Handles, Washers	X	
Exterior Lighting Fixtures (Except for Common Areas)	X	
Fences – Cleaning – Exterior	X	
Fences – Cleaning – Interior (Toward Home)	X	
Fences – Painting – Exterior	X	
Fences – Painting – Interior (Toward Home)	X	
Fences – Repair & Replace (Homeowner to Homeowner)	X	
Fences – Repair and Replace (Homeowner to Common Area)	X	
Fences – Repair and Replace (Common Area to Common Area)		X
Fireplaces – Repair / Replace – Firebox	X	
Fireplaces – Repair / Replace Stucco – Exterior of Building		X
Fireplaces – Repair / Replace – Stone/Bricks – Interior of Building	X	
Floor Covering – Carpet, Vinyl, Tile, Wood	X	
Furnace	X	
Garbage Disposal	X	
Gas Lines – Below Ground	X	
Gutters & Downspouts (Cleaning, Repair & Replacement)	X	
Hot Water Heater	X	
Hot Water Heater – Common Area Spa Only		X
Hot Water Re-circulating Systems & Pumps (Common Area Pool/Spa)		X
Landscaping – Owner Installed (When Approved in Writing by Board)	X	

COMPONENT (S)	OWNER	HOA
Landscaping – Front Yard Common Maintenance Areas and Common Areas Only		X
Landscaping – Trees (Association Installed Only)		X
Lighting Fixtures – Attached to Exterior of Home	X	
Lighting Fixtures – Common Areas		X
Lighting Fixtures Inside Home	X	
Linoleum & Vinyl Flooring	X	
Mailbox Locks (Lubrication)	X	
Painting – Exterior of Buildings		X
Painting – Interior of Home	X	
Parking Lot Surfaces – Common Area		X
Parking Lot Stall Stripping		X
Parking Lot Stall Numbering		X
Party Walls	X	
Patio/Balcony Deck Membranes	X	
Patio/Balcony Deck Painting	X	
Patio/Balcony Deck Railing	X	
Patio/Balcony Deck Waterproofing	X	
Patio/Balcony Deck Structural Supports	X	
Patio Cover – Painting	X	
Patio Cover – Repair & Replacement	X	
Patio – Landscaping	X	
Plumbing Fixtures – Interior (Toilets/Tubs/Sinks/Faucets, etc.)	X	
Plumbing Fixtures – Pressure Regulators	X	
Plumbing/Sewer Lines – Exterior (From Home to City Main Sewer Line)	X	
Plumbing/Water Lines – Interior (Inside Walls, Floors or Ceilings)	X	
Plumbing/Water Lines – Interior (Outside Walls, Floors, or Ceilings)	X	
Plumbing/Water Lines – Exterior (From Home to Main Shut Off Valve for that Home)	X	
Roof Flashings & other Roofing Components to maintain watertight integrity		X
Roof Rafters & Decking and other Components used to maintain structural integrity	X	
Roof Shingles		X
Roof Underlay		X
Roof Vents		X
Sewer Lines – Below Ground (from Individual Home to City Maintained Sewer Main)	X	
Sewer/Toilet Backups	X	
Sidewalks – Entry	X	
Sidewalks – Common Area		X

COMPONENT (S)	OWNER	HOA
Sliding Patio Door Flashing & Tracks	X	
Sliding Patio Door Frame & Tracks	X	
Sliding Patio Door Hardware	X	
Sliding Patio Door	X	
Spraying for Landscaping Pests (Common Area & Common Maintenance Area Only)		X
Street Curbs		X
Street Signs		X
Street Surfaces		X
Structure – Interior – Residential (Ceilings)	X	
Structure – Interior – Residential (Doors)	X	
Structure – Interior – Residential (Foundation, Slab, Floor Joists)	X	
Structure – Interior – Residential (Fixtures/Appliances)	X	
Structure – Interior – Residential (Framing)	X	
Structure – Interior – Residential (Roof Rafters)	X	
Structure – Interior – Residential (Roof Decking)	X	
Structure – Interior – Residential (Walls)	X	
Structure – Exterior – Residential (Doors)	X	
Structure – Exterior – Residential (Window Glass)	X	
Structure – Exterior – Residential (Window Frame)	X	
Structure – Exterior – Residential (Exterior Covings – Maintenance & Repair except Windows and Doors)		X
Stucco – Painting/Coloring		X
Stucco – Repair & Replacement		X
Sub-Flooring (Two Story Units), Wall Framing, Walls, Ceilings	X	
Termite Inspection, Eradication, Repair/Replacement – All except Pool House, Mail Kiosk, and Carports	X	
Termite Inspection, Eradication, Repair/Replacement (Pool House, Mail Kiosk, and Carports)		X
Tile – Vinyl or Ceramic	X	
Toilet – Wax Ring	X	
Toilet – Fixtures & Components	X	
Trim – Metal – Exterior of Buildings – Maintenance & Replacement		X
Trim – Metal – Exterior of Buildings – Painting		X
Trim – Wood – Exterior of Buildings – Maintenance & Replacement		X
Trim – Wood – Exterior of Buildings – Painting		X
Wallpaper/Paneling	X	
Water Heater – Residential Unit	X	
Water Heater – Pool/Spa		X
Water Lines – Below Ground (from Residential Unit to City Main Water Shut-Off Valve)	X	

APPENDIX A (1)

CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

VIOLATION OF RULES AND FINING POLICY

Approved 14 October 2014

All members of The Crest of Calavera Hills Homeowners Association are subject to all the Association's "governing documents" as defined by *Civil Code* Section 4150 including the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS and these RULES AND REGULATIONS Pursuant to its authority and this Fining Policy, the Board may impose discipline including, but not limited to the suspension of privileges and the levy of fines against an Owner for any violation of the Association's governing documents by the Owner, his or her family, tenants, guests and invitees, as set forth below.

REPORT OF VIOLATION:

Any resident wishing to report an alleged violation of the Association's governing documents must do so in writing and transmitted to the Property Manager in care of the property management company. The written notice must include (1) the name and or address of the individual committing the violation, (2) the date of the violation, and (3) the nature of the alleged violation. The individual reporting the alleged violation must include their name and contact information so the Property Manager can obtain clarification or details of the alleged violation if needed. A VIOLATION NOTICE WILL ONLY BE SENT BY THE MANAGEMENT COMPANY AFTER RECEIPT OF A FORMAL WRITTEN COMPLAINT CONTAINING THE INFORMATION IDENTIFIED ABOVE.

VIOLATION NOTICE:

The Violation Notice will include the nature of the alleged violation with a reference to the provision of the governing documents the recipient is alleged to be in violation of, the date of the alleged violation, a demand that the alleged violation be cured and the consequences of non-compliance. The Violation Notice will be mailed to the Owner via first-class mail. A copy of the Violation Notice will also be mailed to the Owner's tenant, if any

DUE PROCESS:

If the violation has not been corrected within the period specified in the Violation Notice, a **Notice of Hearing** ("Notice") will be issued to the Owner. The Notice will afford the Owner "notice and an opportunity to be heard" either in person or by written response at a meeting of the Board held to consider imposing discipline on the Owner. **The Notice shall be sent to the Owner not less than 10 days prior to the date of the hearing.** It is the Owner's responsibility to contact the Property Manager to confirm their attendance at the Hearing. The Board's decision and the form of discipline imposed, if any, shall be mailed to the Owner within 15 days of the date of the Hearing.

APPENDIX A (1)

SCHEDULE OF FINES:

Having provided the Owner with a Due Process Violation Hearing, the Board may assess fines against the Owner's account as follows:

FIRST NOTICE OF VIOLATION	FRIENDLY REMINDER
SECOND NOTICE OF VIOLATION	\$ 50.00 FINE
THIRD AND SUBSEQUENT VIOLATION	\$100.00 FINE
INTENTIONAL DAMAGE TO COMMON AREAS	\$100.00 FINE - PLUS COST TO REPAIR OR REPLACE DAMAGED AREA

IF THERE IS NO COMPLIANCE WITHIN 15 DAYS FROM THE THIRD NOTICE, FINES WILL INCREASE DAILY IN \$50.00 INCREMENTS. FINES SHALL BE COLLECTED THROUGH A LAWSUIT FILED IN SMALL CLAIMS OR SUPERIOR COURT. RECURRENCE OF THE VIOLATION WITHIN SIX-MONTHS OF THE INITIAL COMPLAINT MAY RESULT IN AN IMMEDIATE NOTICE OF HEARING BEING ISSUED.

THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO ASSESS FINES FOR VIOLATIONS OF THE GOVERNING DOCUMENTS AND THE BOARD SHALL HAVE DISCRETION AS TO WHAT REMEDIES ARE EMPLOYED TO CURE A VIOLATION OF THE GOVERNING DOCUMENTS DEPENDING ON THE NATURE AND SERIOUSNESS OF THE VIOLATION.

APPENDIX A (2)

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

POLICIES AND PROCEDURES OF LIEN RIGHTS AND OTHER LEGAL REMEDIES FOR DEFAULT IN PAYMENT OF ASSESSMENTS

Approved 14 October 2014

1. **Regular and Special Assessments.** As stated in The Crest of Calavera Hills CC&Rs, Article IV Section 1, Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments shall be due and payable on the due date specified by the Board. Assessments, interest, collection costs and reasonable attorney's fees, if any are imposed, are the personal obligation of the person who is the Owner of the subdivision interest at the time when the assessment or other charge fell due.
2. **Late Charges.** Regular and special assessments are delinquent thirty (30) days after their due date. Pursuant to California Civil Code Article 2, Section 5650 (b)(2), a late charge of ten dollars (\$10.00) or ten percent (10%) of the assessment, whichever is greater, will be applied if payment in full of any assessment is not received thirty (30) days after the payment due date.
3. **Interest.** As authorized in the CC&Rs, Article IV Section 8, Interest at the annual rate of six percent (6%) will be charged on all sums due, except late fees, that are thirty (30) or more days past their due date.
4. **Additional Charges, Costs and Attorney Fees.** In accordance with our CC&Rs, Article IV, Section 1, and pursuant to Civil Code Section 5650(b)(1) the association is entitled to recover reasonable collection costs, including reasonable attorney's fees incurred in connection with collection of delinquent assessments. Cost may include, but are not limited to, publication, recording, posting, service, and mailing.
5. **Application of Payments on Delinquent Assessments.** Payments received on delinquent assessment accounts will be applied first to the regular or special assessments owed, and then applied to interest, late charges, collection costs, administration fees, attorney's fees, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquent assessments.
6. **Pay or Lien Letter.** Any Owner who is more than thirty (30) days delinquent in the payment of his or her assessments may be referred to the Association's management company, collection agency, or Association's attorney for collection and will receive a pay-or-lien demand letter, via certified mail. The letter will be sent at least thirty (30) days prior to a Notice of Delinquent Assessment Lien ("Lien") being recorded against the delinquent Owner's property, and will notify the Owner of record in writing of the following pursuant to Civil Code §5660(a)-(f):
 - (a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount;

APPENDIX A (2)

- (b) An itemized statement of the amounts owed, including delinquent assessments, fees and reasonable costs of collection, reasonable attorney's fees, late charges and interest charges, if any;
- (c) The Owner's right to inspect the Association's records to verify the debt;
- (d) The Owner's right to request a meeting with the Board of Directors, as set forth below;
- (e) That the Owner will not be liable for late charges, interest and costs of collection if it is determined that the assessment was paid on time to the association;
- (f) The Owner's right to dispute the debt by submitting a written request for dispute resolution to the Association pursuant to its meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to Civil Code § 5910;
- (g) The Owner's right to request Alternative Dispute Resolution (ADR) with a neutral third party pursuant to Civil Code § 5935 before the association may initiate foreclosure against the Owner;

7. Owner's Dispute of Debt/Request For Meeting With Board Prior to Lien/ Commencement of Small Claims Lawsuit. Pursuant to Civil Code § 5660 (a)-(f) and § 5658, the Owner has the following rights;

- (a) **Meet and Confer.** Prior to recording a lien, the Association shall offer and, if so requested by the Owner, to participate in dispute resolution pursuant to the Association's meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to Civil Code § 5910;
- (b) **Request to Meet With Board to Discuss Payment Plan.** The Owner may submit a written request to meet with the Board to discuss a payment plan for the debt owed. The Association will provide any standards it has adopted regarding payment plans to Owners. The Board will meet with the Owner in executive session in conjunction with a regularly scheduled Board meeting, within 45 days of the postmark of the request, if such was mailed no later than 15 days after the postmark of the pay or lien letter. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner;
- (c) **Payment Under Protest and Commencement of Small Claims Action.** In addition to pursuing dispute resolution pursuant to Civil Code § 5910 and § 5658, the Owner may pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, and may thereafter commence an action in Small Claims Court provided the amount in dispute does not exceed the jurisdictional limits of that Court.

APPENDIX A (2)

8. **Lien/Notice of Delinquent Assessment**. If the delinquent Owner does not bring their account current within thirty (30) days of the pay-or-lien demand letter, and unless a dispute over such debt has been resolved or a payment plan has been entered into as set forth above, a Lien will be recorded against the Owner's property upon a majority of the Board voting to approve recording the Lien in an open meeting. The Board shall record the vote in the minutes of that meeting. **Confidentiality** shall be maintained by identifying the property by parcel number in those minutes. The President or other person designated by the Association, including the Association's managing agent or the Association's legal counsel, shall sign the Lien. The Lien shall include an itemized statement of the charges included in the amount of the Lien including the delinquent assessments and all other sum owed, such as late charges, costs and reasonable attorney's fees, a legal description of the property, the name of the record Owner, and the name and address of the trustee authorized to enforce the Lien by sale. A copy of the itemized statement of charges shall be recorded with the Lien.

A copy of such Lien will be mailed to every person whose name is shown as an Owner of the separate interest in the Association's records within 10 days of the date the Lien is recorded. Upon receipt of a written request by an Owner (mailed in a manner indicating the Association has received the same such as by certified mail) identifying a secondary address to which the Owner wishes collection notices to be sent, the Association shall also send additional copies of any required collection notices to such secondary address. The Lien is subject to non-judicial foreclosure, and the property may ultimately be foreclosed upon and sold without court action to satisfy the debt owed. Reasonable collection costs incurred in connection with preparing and recording the Lien may be included in the amount of the Lien.

9. **Dispute of Charges After Lien**. Prior to initiating foreclosure for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, shall participate in the Association's "Meet and Confer" program (known as Internal Dispute Resolution or IDR) pursuant to Civil Code § 5910 or Alternative Dispute Resolution (ADR) with a neutral third party pursuant to Civil Code § 5935. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner (binding arbitration is not available if the Association pursues judicial foreclosure.)

10. **Foreclosure**. If the delinquent Owner does not bring their account current after the Lien has been recorded and after the foregoing offers of dispute resolution have been presented, a majority of the Board may vote to initiate foreclosure on the Lien in an executive session meeting of the Board. The Board may only authorize foreclosure on a Lien for those regular or special assessments which are of an amount equal to or exceeding one thousand eight hundred dollars (\$1800.00) exclusive of late charges, fees, costs of collection, attorney's fees and interest, or which are more than twelve (12) months delinquent. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. Confidentiality shall be maintained by identifying the property by parcel number in those minutes.

The Board shall also vote to approve foreclosure on a Lien which vote shall occur at least thirty (30) days prior to any public sale of the Owner's separate interest property. The Board shall deliver notice of the decision to foreclose by personal service on the Owner or the Owner's legal representative, and by first class mail, postage pre-paid to non-occupant Owners at the most current address shown on the Association's books.

APPENDIX A (2)

Non-judicial foreclosure will then be commenced by the Association's collection agency or law firm pursuant to the CC&Rs, and Civil Code § 5700(a), § 5710(a), § 5735, and § 5710(c)(2), and § 2924, et seq. as follows:

(a) **“Initiate Foreclosure”** – Notice of Default and Election to Sell (“NOD”). A Notice of Default and Election to Sell (NOD) will be recorded with the County Recorder's Office which puts the property into foreclosure. The Association cannot continue with the non-judicial foreclosure on the property for ninety (90) days from the date the NOD is recorded. The delinquent Owner is responsible for all fees and costs incurred to initiate foreclosure in addition to the delinquent assessments, late charges and interest.

(b) **“Approve Foreclosure”** – Notice of Sale (NOS). If the delinquency is not cured within ninety (90) days of the NOD being recorded, and upon receipt of approval and authorization of the action by the Board pursuant to a vote, the collection agency or law firm will proceed by recording, publishing and posting a NOS. The delinquent Owner is responsible for all fees and costs incurred to prepare, record, publish and post the NOS, in addition to the delinquent assessments, late charges, and interest.

11. **Payment After Lien.** Once a delinquent account has been turned over to the collection agency or law firm, THE ASSOCIATION WILL NOT ACCEPT ANY ASSESSMENT PAYMENT. ANY SUCH PAYMENTS WILL BE FORWARDED TO THE COLLECTION AGENCY/LAW FIRM AND WILL BE RETURNED TO THE OWNER, UNLESS THEY ARE PAYMENT IN FULL OF ALL OUTSTANDING AMOUNTS OR ARE PAYMENTS REMITTED PURSUANT TO WRITTEN FORBEARANCE AGREEMENT.

12. **Redemption.** An Owner may redeem the property foreclosed upon by the Association by paying all amounts due and owing within ninety (90) days of the date of foreclosure sale.

13. **Lawsuit.** The Association may, at any time, determine to file a personal lawsuit against the delinquent Owner to recover all delinquent charges pursuant to relevant law. All costs and attorney's fees in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent Owner.

14. **Release of Liens Upon Payment.** Within twenty-one (21) days of payment in full of all delinquent assessments and charges, or if it is determined that a Lien previously recorded was recorded in error, the attorney will prepare a Release of Lien which will be recorded by the County Recorder's Office, and will provide Owner with a copy of such release or notice that the delinquent assessment has been satisfied.

15. **Right to Receipt.** When an Owner makes a payment, the Owner may request a receipt and the Association shall provide same which shall indicate the date of payment and person who received such payment.

APPENDIX A (2)

16. **Overnight Payments.** Payments may be made by overnight mail to the following address:

If Account is being handled by Management:

Mailing Address:

The Crest of Calavera Hills Homeowners Association
c/o Granite Property Advantage
Attn: Accounts Receivable
5142 Avenida Encinas
Carlsbad, CA 92008
(760) 585-1700

If Account is being handled by Attorney:

The Crest of Calavera Hills Homeowners Association
c/o Peters and Freedman, L.L.P.
Attn: Collections Department
191 Calle Magdalena, Ste. 220
Encinitas, CA 92024
(760)436-3441

APPENDIX A (3)

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

ANNUAL POLICY STATEMENT

The annual policy statement, prepared pursuant to Civil Code §Section 5310 (latest version), shall include the following notice, in at least 12-point type:

“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 fifteen (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 non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial 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 twelve (12) months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or non-judicial 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 5700 through 5720 of the Civil Code, inclusive)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney’s fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member’s guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 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 5675 of the Civil Code)

At least thirty (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 5660 of the Civil Code)

APPENDIX A (3)

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 twenty one (21) days, and to provide an owner certain documents in this regard. (Section 5685 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, the owner 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 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 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 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 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 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest 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 exists. (Section 5665 of the Civil Code)

The board 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 5665 of the Civil Code)''

APPENDIX A (4)

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

INTERNAL DISPUTE RESOLUTION (IDR) PROCEDURES

Approved 14 October 2014

Pursuant to California Civil Code § 5910 the following procedures taken from Civil Code § 5915 will be used by The Crest of Calavera Hills Homeowners Association to provide a fair, reasonable, and expeditious dispute resolution procedure.

- (a) Either party to a dispute within the Association may invoke the following procedure:
 - (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - (2) A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - (3) The Board shall designate a Director to meet and confer or the entire Board may meet and confer at a duly called executive session meeting of the Board.
 - (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the association.
- (b) An agreement reached under this procedure **binds the parties** and is **judicially enforceable** if **both** of the following conditions are satisfied:
 - (1) The agreement is not in conflict with law or the governing documents of The Crest of Calavera Hills Homeowners Association.
 - (2) The agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board
- (c) A member may not be charged a fee to participate in the process.

APPENDIX A (5)

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

PAYMENT PLAN STANDARDS

Approved 14 October 2014

Pursuant to California Civil Code § 5665 the following standards for payment plans to be submitted for consideration by The Crest of Calavera Hills Homeowners Association Board of Directors, are as follows:

- (a) A payment plan submitted for consideration must contain the following information:
 - (1) Name, address, telephone number, and email address of the Owner(s);
 - (2) Total amount of delinquent debt to be included in the payment plan;
 - (3) The amount being offered each month over and above the current regular and any special assessment amount;
 - (4) Total monthly payment amount;
 - (5) Day of the month each payment will be mailed to the Management Company, Collection Agency or Attorney. The post mark on the envelope containing the payment remitted each month pursuant to any approved payment plan must be on or before this date. Payments received with a post mark after the stated day of the month will cause the payment plan to be in default.
- (b) A payment plan for delinquent amounts less than nine hundred dollars (\$900.00) may not exceed nine (9) months in duration.
- (c) A payment plan for delinquent amounts more than nine hundred dollars (\$900.00) may not exceed twelve (12) months in duration.
- (d) All regular and/or special assessments due after a payment plan is accepted by the Board must be paid when due.
- (e) If any payment required by an approved payment plan is not received by the due date set forth in the plan, the payment plan shall be voidable at the Association's election. In the event the payment plan is deemed void, all past and current assessments, late charges, interest, collection costs and attorney's fees will be due immediately. Failure to pay those amounts will result in the Association proceeding with the collection action initiated against the Owner notwithstanding the fact that the Association has accepted partial payments pursuant to the payment plan.

APPENDIX B

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION
APPLICATION FOR PROPERTY IMPROVEMENT

Approved 14 October 2014

Complete this request form, attach two (2) copies of the proposed improvement plan and send to:
The Crest of Calavera Hills Homeowners Association
c/o Property Advantage
5142 Avenida Encinas
Carlsbad, CA 92008

HOMEOWNER DATA:

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Description of Proposed Improvements - Please include sketch/drawing of improvements when applicable, and give full details of improvement

For all improvements requiring Carlsbad City Approval, please attach a copy of the City Permit Application that would authorize construction. If no City approval and/or permits are required for the proposed improvements, please submit a statement stating that the Owner has contacted the City and has been advised that no City approval or permit is required for the improvement which statement shall be signed by the Owner.

Please attach the following forms: (a) Homeowner's Statement of Responsibility
(b) Neighborhood Awareness.

Upon completion of the project submit the following form: (1) Notice of Completion

Estimated Start Date _____ Estimated Completion Date _____

APPENDIX B

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

**APPLICATION FOR PROPERTY IMPROVEMENT
HOMEOWNER'S STATEMENT OF RESPONSIBILITY**

Approved 14 October 2014

I UNDERSTAND AND AGREE THAT:

1. No work described in the application shall commence until written approval of the Architectural Review Committee has been received.
2. Depending on the nature of the improvement being applied for, including any improvement which may encompass any portion of the common area or any area the Association is obligated to maintain and repair, I may be required to execute a Maintenance and Indemnification Agreement which will be recorded against my separate interest and I shall be responsible for the cost to prepare and record that agreement..
3. All improvements approved by the ARC must be completed within the time specified by the ARC standards. Failure to complete the work within the specified period of time may result in the approval being rescinded and may require resubmittal of plans Requests for reasonable extensions of the specified completion deadline shall be submitted to the ARC for consideration.
4. The above and all attached information is complete and accurate to the best of my knowledge.
5. Owner and/or his or her successors-in-interest shall be responsible for any costs, including maintenance and repair costs, incurred or arising out of the Owner's installation of any improvement.
6. My proposed improvement may require a permit from the City or County Building Department. It is my responsibility to assure compliance of all regulations pertaining to permits before starting any project. If a permit from the City or County is required, I will submit a copy of the completed permit application to the ARC with my HOA Application for Property Improvement.

Homeowners Signature

Date

Homeowners Signature

Date

APPENDIX B

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

**APPLICATION FOR PROPERTY IMPROVEMENT
NEIGHBORHOOD AWARENESS**

Approved 14 October 2014

NOTE: The intent is to provide notice to adjacent Owners of your proposed improvements. Adjacent property Owner cannot approve or disapprove your application. The authority to do so lies solely with the ARC and/or the Board of Directors.

NEIGHBOR'S NAME: _____

NEIGHBOR'S ADDRESS: _____

SIGNATURE: _____ DATE: _____

COMMENTS: _____

NEIGHBOR'S NAME _____

NEIGHBOR'S ADDRESS: _____

SIGNATURE: _____ DATE: _____

COMMENTS _____

NEIGHBOR'S NAME _____

NEIGHBOR'S ADDRESS: _____

SIGNATURE: _____ DATE: _____

COMMENTS _____

APPENDIX B

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

**APPLICATION FOR PROPERTY IMPROVEMENT
NOTICE OF COMPLETION**

Approved 14 October 2014

Notice is hereby given that:

The undersigned is the owner(s) of the property located at

_____ (Street & Number)

_____ (City, State & Zip Code)

The work of improvement on the described property was COMPLETED on _____
_____ day of _____, 20____, in accordance with the Architectural Review Committee's
written approval dated _____ through the above Owner's plans and submittal
package.

Signature of Owner: _____

Date: _____

APPENDIX C (1)

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

SATELLITE DISH INSTALLATION AND MAINTENANCE POLICY

Approved 14 October 2014

1. Satellite dishes of one (1) meter or less in diameter, and other communication receiving antennae or devices covered by the "Over-The-Air-Reception-Devices" Rule ("OTARD Rule") collectively referred to in this policy as "Covered Antennas" may be installed on the Owner's Lot as provided in this policy. Satellite dishes larger than one (1) meter in diameter, and/or any other antennae not covered by the OTARD Rule shall require an application to the Board which shall include any information the Owner requests that the Board consider in support of a request for a waiver of the one meter size limitation.
2. Application to the Association shall not be required prior to installing a covered satellite receiver **AS LONG AS THE ADOPTED POLICY IS ADHERED TO.**
3. An Owner may install a Covered Antenna on Owner's separate interest Lot in a location necessary for the signal strength desired. If more than one location on the Lot will provide the requisite signal strength, Owner must place his or her Covered Antenna in the location which will minimize the visual effect of the equipment on the Common Areas and adjacent separate interests.
4. Owner shall keep any Covered Antenna installed on their separate interest Lot in good condition and repair.
5. **Covered Antenna may not be installed on any part of the Association Common Area.** Qualified satellite receivers installed on the roof of any unit may be attached to the Fascia Boards along the edge of the roof or Fascia Board around the top of the chimney, but not on the roof shingles themselves.
6. Installation of cables associated with the qualified satellite receiver must follow the approved Cable Installation Guidelines listed below.

APPENDIX C (1)

7. Owner shall indemnify and hold harmless the Association, and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost, including attorneys' fees and court costs, resulting from or arising out of installation, maintenance, or use of the qualified satellite receiver on their property.
8. Owner shall be responsible for any and all maintenance and repair costs incurred or arising out of Owner's installation of a Covered Antenna including, but not limited to any such costs incurred as the result of penetration of the building envelope to attach the Covered Antenna and/or and cable connected to the same.
9. Nothing in this policy is intended to unreasonably increase the Owner's cost of installing a satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received.
10. Nothing in this policy is to be interpreted as being contravention of the OTARD Rule regarding the installation, maintenance, and use of satellite dishes. If any Section of this policy be interpreted to contravene the OTARD Rule, that section or sections shall be considered immediately modified to comply with the OTARD Rule. If any such Section cannot be modified to comply, with the OTARD Rule, that section or sections shall be deemed severable from the remainder of the policy, and shall be of no force and effect.
11. Prior to, or simultaneously with, the installation of the qualified satellite receiver, the Owner of the lot shall execute a copy of this policy and provide the signed copy to the Board of Directors.
12. This policy is adopted by the Board of Directors of The Crest of Calavera Hills Homeowners Association at its meeting held 14 October 2014 in Carlsbad, California.

APPENDIX C (2)

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

CABLE INSTALLATION

Approved 14 October 2014

Externally routed cable must be painted to match the material (siding, trim, or stucco) behind it within thirty (30) days of cable installation. The cable installer should be instructed to use the following guidelines prior to installation:

1. Whenever possible, the cable shall be routed internally rather than on the exterior of the building.
2. If the cable must be run externally, then priority shall be given to cable concealment as opposed to simply running the cable the shortest possible distance.
3. Whenever possible, cable shall be run at the base of the building, below the white trim boards, or along the siding, corners or similar routes to maximize concealment from view.
4. Installation shall be done with the minimum number of fasteners necessary to best conceal the cable. The Owner will be responsible for the cost of repairing any damage in any way resulting from the cable installation including any maintenance which is required due to penetration of the building envelope.
5. Notify the Board of Directors when the installation has been completed so that the improvement can be reviewed for compliance with the painting requirement and association guidelines.

APPENDIX D

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

RETROFIT WINDOW REPLACEMENT POLICY

Approved 14 October 2014

The Board of Directors has established the following specifications for the retrofit replacement of windows however the Board must approve an “Application for Property Improvement” for the proposed changes prior to the Owner replacing the window(s). Much of the information provided in the specifications was taken from the Home Depot Window Master brochure however there are many manufacturers available such as Milgard, Andersen, and Superior Windows. Owners are encouraged to compare different manufacturers for the best price and quality products which meet the Association’s specifications.

Owners who install retrofit replacement windows are responsible for and held liable for the cost to repair any damage to the interior of the building, the exterior structure or exterior surfaces of the building caused by improper installation, lack of maintenance or improper maintenance of the replacement windows.

Because retrofit replacement windows are attached over the existing exterior window wood trim pieces, Owners are responsible for the cost of removing the retrofit replacement windows so exterior window wood trim can be replaced as and when necessary to maintain the appearance and/or water tight integrity of the exterior of the building.

Homeowners who install non-compliant windows will be required to replace them at their own expense with window(s) that comply with the approved specifications.

Specifications:

Retrofit White Vinyl Exterior Frames

1 7/8” Exterior White Vinyl Trim

EZ Frame Replacement Cover

5/8” Flat White Grid

Roll/Slider Style Window

Bay Window – Center panel slides and the two end windows are stationary

Bay Windows – Patio Facing Only

Option 1 – Center panel slides and the two end windows are stationary with grids

Option 2 – Center Panel Stationary and single or double hung end windows with grids

Glass Color – Clear – No Tint

Glass Texture – Plain – Not Textured except for Bathroom window

APPENDIX E

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

2-Foot Lattice Fence Extension Guidelines

Approved 14 October 2014

Guidelines for installing a 2-foot lattice fence extension on the patio fence are listed below. Board approval is necessary before installation.

1. The lattice shall be framed or capped on all edges above fence line.
2. The overall height of the lattice shall not exceed two (2) feet above the patio fence.
3. The framing material shall not exceed two inches by two inches (2"x2").
4. The lattice design shall be diagonal (XXX)
5. The lattice shall have clean finished edges.
6. The lattice shall be structurally sound.
7. The lattice shall be uniform and consistent with any existing lattice installed on an adjacent Lot.
8. All sides of the lattice shall be painted to match the exterior fence color. Paint color is:
 - a. Behr Solid Color Stain Dark Gray # 503
9. Owner shall comply with any and all applicable Carlsbad City Codes.
10. Owners shall be responsible for the maintenance of the lattice at all times

APPENDIX F

THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

Tenant Registration Form

Approved 14 October 2014

PROPERTY ADDRESS: _____ ACCOUNT NO: _____

OWNER INFORMATION

Full Name (Owner No. 1) _____

Full Name (Owner No. 2) _____

Mailing Address: _____

Phone Numbers (Owner No. 1) Work: _____ Home: _____

Phone Numbers (Owner No. 2) Work: _____ Home: _____

TENANT INFORMATION

Full Name (Tenant No. 1) _____

Full Name (Tenant No. 2) _____

Mailing Address: _____

Phone Numbers (Tenant No. 1) Work: _____ Home: _____

Phone Numbers (Tenant No. 2) Work: _____ Home: _____

VEHICLE INFORMATION

Automobile No. 1

Automobile No. 2

Make: _____ Make: _____

Model: _____ Model: _____

Year: _____ Year: _____

Color: _____ Color: _____

License No. _____ License: _____

Tenant (s) shall occupy the property from (date) _____ to _____

Please indicate if lease agreement is month to month _____

Owner (Agent): _____ Date: _____

Please return the completed form and a copy of the lease agreement to: The Crest of Calavera Hills Homeowners Association
C/O Granite Property Advantage
5142 Avenida Encinas
Carlsbad, CA 92008
(760) 585-1700

Please use the space below to indicate IF THE PROPERTY IS NOT A RENTAL.

Second Home: _____ Other (please explain): _____