

AUTUMN POINTE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
REVISED MAY 2024

INTRODUCTION

Why we have Rules and Regulations? Autumn Pointe is a planned community of many families living closely together. Your decision to live in such a condominium development, with its many advantages, signifies a willingness to forego the relatively complete freedom of action possible in a single family community. Planned community living requires cooperation, courtesy and consideration from all residents to promote the well-being of the community as a whole.

Acceptance of these obligations by all members of the community will lead to something we all desire, a pleasant and harmonious community! To ensure a uniform interpretation of cooperation, courtesy and consideration, certain standards of action will periodically be published in an official fashion. The intent is that the community governed by these standards will ensure the realization of the basic objective of optimum good and satisfaction for each homeowner.

To establish these standards, your Homeowners Association has developed the following Rules and Regulations to achieve the objective stated above.

Authority for and Status of the Rules and Regulation. The Rules and Regulations are authorized by and derived from the Amended Covenants, Condition and Restrictions (CC&Rs) recorded on December 8, 2010, and subsequent amendments and the By-Laws of the Association. They were prepared by the Board of Directors and are directly and legally binding on each homeowner, and are hereby imposed on all members of the community, both owner and tenant. Please understand these Rules and Regulations do not replace the CC&Rs, nor do they void the responsibility of each homeowner to abide by the CC&Rs.

Responsibility of Homeowner. Each homeowner is responsible for compliance of their household, including tenants and guest(s). Owners who lease a unit shall include in the lease agreement that tenants will observe the Rules and Regulations of the Association. Owners will ensure that tenants have a current copy of the Rules and Regulations as well as the CC&Rs.

Member Complaints. Any member may submit a complaint to the Association. A Homeowners Request Form (HRF) may be used to document and report complaints to the Association. An HRF may be obtained from the Association's web site or from the property management company. All information is confidential.

GENERAL RULES

(C.C. & R's Article VII, Section 7.5)

1. Noise: Keep the noise level under control. Between the hours of 10:00 p.m. and 8:00 a.m., restrain from creating any unnecessary, excessive, or annoying noise coming from any source, which can cause the discomfort or annoyance to any reasonable person of normal sensitiveness residing in the complex. (Section 5.6)
2. Visitors: Any visitor who violates any of the rules of Autumn Pointe, who conducts themselves in an improper manner or who abuses the standards set by the Homeowners Association can and will be asked to leave the premises. Absentee owners who have rented their unit(s) are considered visitors.(Section 5.6.B)
3. Exterior Changes: Any owner who wishes to change the exterior of their unit by installing an air conditioner, exterior light, satellite dish, windows, garage door, etc. must have the Board approval before making the change.(Section 5.3)
4. Front porches: Porches should be kept clean and neat and free of debris and not used for storage (e.g. brooms, pots, plants, boxes, cans, poisonous chemicals, newspapers, toys, etc.). Decorations, hanging plants, planters, towels, laundry or clothing may not be hung in the common area or on guardrails and handrails.(Section 5.4)
5. Signs: No signs other than one (1) sign not to exceed 18 x 24 inches advertising a condominium for sale or lease shall be placed inside a unit. For sale or lease ground, signs are not permitted in the common area.(Section 5.2A)
6. Garbage: Please wrap and tie your garbage in a plastic bag to avoid ants. Large items must be taken and placed directly in the bin. If you need to discard furniture, water heaters, mattresses, etc., please contact the Management Company for the name and number of the disposal service. The Disposal Company charges a nominal charge to remove these items. There is an automatic \$100.00 fine for leaving items outside of trash bins, or by dumping construction debris inside trash bins.(Section 5.8)
7. People are not to conduct recreational activities or play with balls, roller skates, skateboards, mopeds, scooters, or ride bicycles in the common areas.(Section 3.2)
8. People under 14 years of age must be under direct adult supervision at all times. while inside the gated pool, playground or picnic area.(Section 3.2)
9. People are not permitted to play or hang on walkway railings, baluster, etc. People found damaging property of the common areas will be charged the cost of repairs and violation fines of \$100.00.(Section 3.2)
10. Windows: Windows may not be covered with aluminum foil, newspapers, sheets or blankets. Standard window coverings in good condition only shall be used. Reflective tint is not allowed. Windows need to be kept clean and in good repair. (Section 5.21.C)
11. Structural alterations to the interior of any unit must have prior written approval of the Board of Directors. This includes any alterations to garages. (Section 5.3)

- 12.** Without the approval of the Board of Directors, within the common areas no person shall plant, remove, prune, cut, etc. any plants, trees, flowers, vegetables or fruits. No person shall apply fertilizer, insecticide, mulch, etc. Mulch, plants, vegetables, fruits, or trees will be removed if there was no approval from the Board of Directors. Tenants found to be planting without approval of the board will pay the removal of the plants and violation fines. (Section 3.2)
- 13.** Air conditioning and heating units: Each member is solely responsible for all repairs, maintenance replacement and servicing of heating and air-conditioning units, which serve their unit. (Section 6.1.B)
- 14.** A unit shall not be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other any non-residential purposes. (Section 6.1)
- 15.** Barbecue: Picnic area is the only common area place where barbecue is allowed. There is an automatic \$100.00 fine if barbecuing outside picnic area. (Section 5.15)
- 16.** Car washing is not allowed anywhere on the premises. There is an automatic \$50.00 fine for car washing on the premises. (Section 5.17)
- 17.** No smoking allowed in exclusive common areas (stairs, deck, garage) nor common areas (driveway, pool, playground, picnic area).

PETS

(Section 5.5)

1. All animals must be the responsibility of the owner. If any pet becomes a general nuisance, restrictive action will be taken. Each unit is allowed up to two pets per unit. (Section 5.5.E)
2. Each owner shall be absolutely liable for unreasonable noise or damage to common area or personal property caused by any animal kept or brought onto the property by that owner, family, guest, invitee, tenant, or resident in his or her unit. (Sections 5.5.C & E)
3. Animals must be kept within the confines of the unit and/or Exclusive Use Common Area appurtenant to the unit, or on a leash being held by a person capable of controlling the animal. (Section 5.5.D)
4. It is unlawful for the owner or person having charge, custody or control of any animal to permit (either willfully or through failure to exercise due care and control) any such animal to create a nuisance by leaving its excreta and to allow such a nuisance to remain on the common area or on any improved exclusive use property. (Section 5.5.G)

POOL AREA (Section 3.2)

1. Each unit will be given (4) wristbands which must be worn at all times when entering the pool area. Pool Monitors will be present to check wristbands and monitor pool activity. Anyone not wearing their wristband will be required to leave the pool area.
2. A \$10.00 replacement fee will be charged to replace lost, damaged, or stolen wristbands.
3. Wristband(s) that have been reported lost, if found cannot longer be used if replacement already purchased, they will need to be surrendered.
4. Jumping and horseplay in the pool/spa is strictly prohibited. Running, ball throwing, skateboarding and bicycling are also prohibited within the pool/spa area at all times.
5. No diving is permitted.
6. Children under age of 14 must be accompanied by an adult resident 18 years of age or older at all times. Children not potty trained must wear swimming diapers when using the pool/spa.
7. Residents must use headphones when using radios in the pool/spa area.
8. Glass containers are strictly prohibited within the pool/spa area at all times. Only unbreakable containers are allowed in the pool area.
9. Smoking is prohibited within the pool area.
10. LIFESAVING EQUIPMENT MUST NOT BE USED EXCEPT FOR ITS INTENDED PURPOSE.
11. No animals are permitted in the pool area.
12. Bathing suits must be worn in the pool and spa. Street clothes are prohibited. Pool Hours (when the pool is open):

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| Monday – Friday | 11:00 a.m – 7:00 p.m. |
| Saturday – Sunday | 10:00 a.m – 7:00 p.m. |

Anyone who climbs or breaks into the pool area will be considered as trespassing and could be fined or arrested by the police.

PLAYGROUND/PICNIC AREA

1. Children under age of 14 must be accompanied by an adult resident 18 years of age or older at all times.
2. Playground/picnic area hours are 9:00 AM to 10:00 PM.
3. No animals are permitted in the playground/picnic area.
4. Glass containers are prohibited within the playground/picnic area. Only unbreakable containers are allowed in the playground/picnic area.
5. People found damaging property of the playground/picnic area will be charged the cost of repairs and violations fines of \$100.00.
6. Anyone who climbs or breaks into the playground/picnic area will be considered as trespassing and could be fined or arrested by the police.
7. No smoking allowed in playground/picnic area.

PARKING RESTRICTIONS (Section 5.9)

1. Pursuant to Section 5.9 of the CC&Rs, the Board is tasked with assigning all “Open Parking Spaces,” which are defined as those parking spaces that were not deeded to owners. Residents may obtain a parking permit by following the rental parking process defined in the Association’s Common Area Parking Space Permit Policy. Residents can obtain this policy on the Association’s website or by contacting the Association’s management company.
2. Pursuant to the CC&Rs, the Board, at its sole discretion, can determine who is eligible for a parking permit based on need. The Board is not required to issue parking permits to residents who choose not to use their deeded garage to park their vehicles, or who purchase a vehicle that does not fit in their garage.
3. When parking in an assigned Open Parking Space, residents must display their parking permit on the vehicle’s rear-view mirror and ensure such permit is not obstructed.
4. No car covers are permitted in any assigned Open Parking Space.
5. Copying parking permits is prohibited.
6. Residents of assigned Open Parking Spaces are permitted to tow any unauthorized vehicle parked within their assigned space, subject to all applicable laws and regulations. Residents may ask Security for assistance.
7. The security company, management company, or the Association may tow any unauthorized vehicle that is parked in an unassigned Open Parking Space.
8. All red areas, the areas in front of garages, stairways, and all no-parking areas are designated as FIRE LANES. PARKING IN ANY RED ZONE IS STRICTLY PROHIBITED and vehicles parked in such areas may be immediately towed.
9. Residents are not permitted to operate, keep, or store any vehicles without valid license plates and current registration.
10. Residents are responsible for advising their guests or invitees of all restrictions regarding parking and the operation of vehicles within the property.
11. No vehicle shall be operated at any speed in excess of five (5) miles per hour within the complex.
12. Garage doors shall not be left open when not in use for the movement of vehicles or for other safety reasons.

13. No resident shall park, store, or keep on the property or street within the condominium property, any large Commercial Vehicle¹, bus, van, recreational vehicle, trailer, boat, motor home, inoperable vehicle or any similar vehicle or equipment deemed by the Board to be a nuisance or be visible from anywhere within the condominium property.
14. Violators of these parking restrictions may receive a written warning (written warnings are not mandatory and do not apply to rule 4, 5, or 6) and are subject to the Association's schedule of monetary penalties. Warnings may be placed on the vehicle, front door of unit, or mailed to the unit owner to the address registered with the Association. The Association, management company or security guard, at their discretion, may cause the vehicle to be towed for any subsequent violations.

¹ Commercial Vehicles are defined as those motor vehicles a motor vehicle of a type required to be registered under the California Vehicle Code and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. Vehicles with Transportation Charter Permits (TCP) are considered commercial vehicles.

TERMITE POLICY (Section 6.1.C)

The Board of Autumn Pointe has inserted an addition to the Autumn Pointe Rules and Regulations. This addition is not a change in the CC&Rs but is a statement to clarify what the area of responsibility should be. This addition comes from Section 1364 – Common Area Maintenance of the Davis-Sterling Act of California Civil Code. It states:

(a) Unless otherwise provided in the declaration of a common interest development, the association is responsible for repairing, replacing, or maintaining the common area, other than an exclusive use common area appurtenant to the separate interest.

(b) (1) In a community apartment project, condominium project, or stock cooperative, as defined in Section 1351, unless otherwise provided in the declaration, the association is responsible for repair and maintenance of the common area occasioned by the presence of wood-destroying pests or organisms.

(b) (2) In a planned development as in section 1351, unless a different maintenance scheme is provided in the declaration, each owner of a separate interest is responsible for the repair and maintenance of the separate interest as may be occasioned by the presence of wood-destroying pest or organisms. Upon the approval of the majority of all members of the association, the responsibility for such repair and maintenance may be delegated to the association, which shall be entitled to recover the cost thereof as special assessment.

RULES VIOLATIONS

(Section 13.5.B)

1. First Violation – A warning letter will be sent to the homeowner and or tenant. When applicable, a 15-day period will be given to remedy the situation.
2. Second Violation of the same rule – after the initial 15-day period, a \$75.00 fine will be imposed. The violating homeowner may request a hearing before the Board of Directors.
3. Third Violation of the same rule – A \$100.00 fine with a letter.
4. Fourth Violation of the same rule – A \$150.00 fine with a letter.
5. Continued Violations – Fines will increase in increments of \$200.00.
6. Any person being fined for a violation has the right to appeal against his or her violation before the Board of Directors. When appealing against a violation, the following is required:
 - A. Letter to the Board requesting a hearing.
 - B. If a tenant is requesting a hearing, he or she must attend the hearing with the owner. All notices requesting a hearing must be in the office of the Management Company fifteen (15) days prior to the next regular Board meeting, which is generally held on the 3rd Tuesday of each month at 7:00 p.m. at LBPM.

AUTUMN POINTE HOMEOWNERS ASSOCIATION

Rules for Unit Entry and Inspection

Adopted November 17, 2021

Article VII, Section 7.5(c) of the Association's Amended and Restated Declaration of Covenants Conditions and Restrictions ("CC&Rs") and California Civil Code Section 4340 authorizes the Association's Board of Directors ("Board") to create uniform Rules and Regulations relating to the use of Units and the Common Area. It has come to the Board's attention that certain Units have made unapproved alterations in violation of the Association's governing documents.

Therefore, pursuant to the authority granted in the Association's governing documents, the Board has adopted the following Rule.

- 1) When a Unit is listed for sale, the Board and/or its agent shall have the right to enter and inspect a Unit for any violations of the Association's governing documents including unapproved alterations to the Unit. The Board shall provide twenty-four (24) hours prior written notice before entering a Unit.
- 2) The Board shall establish a regular schedule to inspect Units for violations of the governing documents including architectural violations. The Board shall provide adequate notice of the date and time at which the Board or its agent will enter a unit to accommodate owner's schedules.

The Board's right to enter a Unit is granted by Article VI, Section 6.2 of the CC&Rs, which states in pertinent part:

"The Board, or its authorized agents may enter any Unit when necessary, as follows:

(b) Performance of Other Board Duties; To Ascertain Compliance. For any purpose reasonably related to the performance by the Board of its powers or responsibilities, ***including for the purpose of ascertaining whether the condition of a Unit is in compliance with the governing documents.*** Such entry shall be made with as little inconvenience to the Owners as practicable and shall be preceded by reasonable notice wherever the circumstances permit, (unless there is an emergency originating in or threatening the Unit, in which case entry can be immediate, without notice and without the presence of the Owner), and any damage caused thereby shall be repaired by the Board out of the common Assessments." (Emphasis added).

In addition to any other remedies provided by the Association's governing documents and California law, this rule shall be enforced as follows:

- 1) 1st and Subsequent Violations – After notice and hearing, the Board may levy a monetary penalty in the amount of \$500 against the owner for the first and any subsequent violation(s). In addition, if a violation occurs during the sale of a Unit, the Association will notify the escrow agent of the owner's refusal to allow entry in violation of the governing documents.