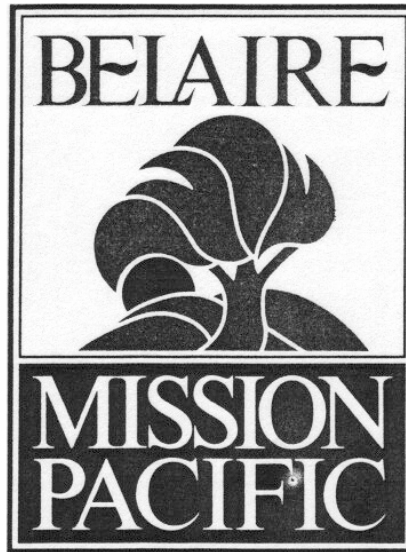


BELAIRE OF MISSION PACIFIC HOMEOWNERS ASSOCIATION RULES AND REGULATIONS



UPDATED DOCUMENT

APPROVED
BY THE BOARD OF DIRECTORS
June 2015

In order to maintain adequate conditions for enjoyable living at Belaire of Mission Pacific, reasonable regulatory policies must be established and enforced. The Rules & Regulations contained within this manual have been established through committee and the Board of Directors for the mutual benefit of all property owners and residents.

Complex regulatory provisions are applicable to all residents and visitors. Individual owners, including absentee owners, will be held responsible for the actions of their tenants and guests and are responsible for giving their tenants a copy of these Rules & Regulations prior to the tenants move in date.

Compliance with these regulations is mandatory in order to prevent deterioration of living conditions and depreciation of property values within the project.

DELIVERY AND POLICY CHANGES:

Delivery of this manual to the last known owner of each unit shall constitute proper notice of the regulations contained herein for enforcement purposes. Changes will be given in writing.

GENERAL RULES:

1. No homeowner or guest shall permit any action that will interfere with the rights, comfort, safety, or convenience of other owners.
2. The homeowners shall be held responsible for the behavior of their children, guests, and tenants at all times.
3. No obnoxious or offensive activity shall be conducted in the complex, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other residents.
4. Noise can be a problem at any time. Radios, musical instruments, party activities and other noise sources must be restricted to a level that is not disturbing to others.
5. No owner shall commit any waste or debris in the common area, or do anything in or about or in connection with the complex which would be in violation of any statute, law ordinance, or governmental rule or regulation.
6. Personal items, including children's toys are not to be left in front of units at any time.
7. No owner shall permit any part of the complex to be used for commercial or related purposes.
8. No owner shall do anything which shall increase the rates of insurance, or result in cancellation of insurance relative to the complex or any portion thereof.
9. At no time should a homeowner personally contact any service company in order to have work performed on the common area or front yards. The Association will not be responsible for any service company charges resulting from such a contact. Any damage done to front yards as a result of homeowner contracted work (plumbing, etc.) will be the homeowners responsibility to repair.
10. No aerial or antenna shall be erected on or placed upon the common area, dwelling or portion thereof except a small TV Satellite dish which, with an approved architectural request, can be installed on a roofs rear slope.
11. No owner shall paint, decorate, remodel, landscape or adorn any part or parcel of the common area except as allowed by the landscaping or architectural committees. Statues and ornamental fountains and the like are prohibited, except in back yards.
12. Each individual homeowner is responsible for keeping his/her driveway free of all oil or any other stains.

PETS:

1. Each unit will be permitted to have usual and ordinary domestic household pets.
2. Dogs are not allowed to roam freely in the common areas. Dogs must be on a leash at all times when in front yards, common areas or Association sidewalks.
3. Owners of pets must carry pick-up waste containers when walking dogs and must remove any litter deposited by dogs or cats on lawns, sidewalks, or any common areas immediately.
4. Barking dogs and howling cats constitute a nuisance. It is the pet owner's responsibility to control his/her pets at all times.

TRASH:

1. Place all trash within trash containers.
2. Do not leave trash outside containers on the ground. If a container is full, please use another container.
3. Waste containers may be put out AFTER 3:00 p.m. the night before pickup day.
4. Trash, recycling and green waste bins must be removed from the street by 10:00 p.m. on the day of pickup.
5. Waste bins must be stored out of sight at all times. Bins may not be left in front of the units.

ARCHITECTURAL CONTROL:

1. All proposed changes to the exteriors of buildings and grounds must have written consent of the Architectural Committee. Request forms and approved architectural plans are available from the Architectural Committee. Each request for approval of a planned exterior addition must include four things:

- A. general description
- B. detailed specification drawing
- C. color
- D. type of materials to be used

Your request will be directed to the committee for consideration and recommendation at their next meeting.

2. All equipment tools trash and/or garbage containers wood and/or storage piles shall be kept concealed from view of other units the common area and the adjacent streets.
3. No exterior clothes lines higher than the fence shall be erected or maintained in the complex.

4. Each owner shall keep clean and in good repair, windows and screens of the unit. No laundry or other unsightly items shall extend from or hang over the windows or any common area.

5. Turbines & solar tubes may be installed without Architectural Committee approval if they meet the following criteria:

- A. They must be brown or painted to match roof color. **Silver is not allowed.**
- B. They must be professionally (or knowledgeably) installed with appropriate flashing around the base of the unit.
- C. They must be installed on the rear portion of the roof and low enough down the back so as not to be visible from the sidewalk in front of the unit.

6. Screen doors on the front entrance door may be installed without Architectural Committee approval if they meet the following criteria:

- A. The frame must be wood or metal construction. Metal may be brown, black or bronze in color or painted to match the trim of the unit. Wood doors are to closely match the color of the stain on the front door.
- B. They must be durable and of good quality. They must be installed and maintained to hang straight.
- C. Security doors are allowed if colors correspond to (A) above.

If your project deviates from the specifics listed above you **MUST** submit an architectural change request **BEFORE** proceeding with the project. Forms are available from the management company.

SPECIFICATIONS FOR INSTALLATION OF AIR CONDITIONERS:

1. All central air conditioning plans must be approved by the Board of Directors prior to installation. Roof units are not allowed. Window units are only allowed if not visible from any sidewalk or street.

In accordance with the CC&R's, any plans must be submitted to the committee for approval. The committee has thirty days in which to respond. An Architectural approval form must be submitted and approval in writing obtained from adjacent neighbors.

2. We insist on a high efficiency condenser unit with a SEER (Seasonal Energy Efficient Rating) of 14.00, or current minimum standard.

3. The unit must be placed behind and below the front fence line and the completed installation must not be visible from the common area.

4. Exterior electric lines shall be carried in EMT according to code. and all condensing units must have proper means of disconnect.

SPECIFICATIONS FOR INSTALLATION OF AIR CONDITIONERS .. continued

5. Whenever possible, exterior refrigerant lines shall be run underground or inside the building through closets, cupboards, duct chases, etc., rather than on the outside of the building.
6. Exposed refrigerant and condensate lines shall be covered with molding and painted to match the color of the building.
7. Holes where conduit and refrigerant lines access building shall be properly sealed, as is appropriate to the job.
8. Condensation must drain into a dry well that meets city code, and be at least 6' below grade.
9. Work must be done by a licensed *NC* contractor according to city code, Permits are required for both mechanical and electrical work.
10. Maintenance of the entire unit and everything connected with it is the homeowner's responsibility.
11. These specifications are intended only as a guide in helping a homeowner secure bids. They may not be used by a homeowner as working plans for proceeding with installation of air conditioning on his own initiative.
12. Furnaces must have a proper size blower for the tonnage required for the size of the home. In some cases in Belaire, the present furnace will have to be replaced.

The following options, though NOT REQUIRED, may be of interest to the homeowner for his own comfort:

- A. Night set-back thermostat and energy saver
- B. Deluxe bar registers (for A/C) to aid in air flow
- C. Sound insulation for blower and return line plenum.

LIGHTING FOR THE SIDE OF THE HOME:

1. Security lights/spot lights/flood lights may be installed/mounted on the side of the home, or under the eaves where the fixture itself is not visible. The lights may not be directed straight out towards the street, street sidewalk or neighbors yards.
2. All fixtures must be painted to match or blend with the house.
3. When one neighbor installs lighting, the adjoining neighbor must install matching lighting.

SECURITY LIGHTING FOR THE FRONT OF THE HOME:

1. Security lights/spot lights/flood lights may be installed/mounted on the front of the home **ONLY** if they are located under the eaves and hidden from view. These lights must be directed onto house or driveway only, They may not be directed into the street, onto the street sidewalk, or neighbor's yards. These types of lights are **NOT** to be mounted on the front of the home in plain view.
2. All fixtures must be painted to match or blend with the house.
3. When one neighbor installs lighting, the adjoining neighbor must install matching lighting.

OTHER LIGHTING FOR THE FRONT OF THE HOME:

1. A coach light may be mounted on the front of the home, The fixture must be installed approximately 10 inches above the address numbers. It can be a maximum of 60 watts.
2. Malibu lights are acceptable along the walkway leading to the front door. They must be low to the ground, installed between the walkway and dwellings and must blend with the surroundings.
3. When one neighbor installs lighting, the adjoining neighbor must install matching lighting.

MANDATORY SPECIFICATIONS FOR ALL LIGHTING:

1. **ALL** wiring must be concealed and installed per electrical code.
2. All security lights/spotlights/floodlights may have bulbs with a maximum diameter of 5 inches. Bulbs must be white only. No colored lights or shields are allowed.
- 3. All exterior lighting modifications require Board of Directors approval prior to installation.**

The Board highly recommends that homeowners enlist the services of an electrician to install exterior lighting.

GARAGE DOORS:

Section or “roll up” metal garage doors are authorized as replacement doors but under strict installation requirements as follows:

1. An architectural request form especially designed for roll up door installation must be submitted to and approved by the Architectural Committee.
2. The two doors on adjoining units must be replaced simultaneously with identical doors.
3. The only authorized doors are manufactured by **AMARR** in the following three models: **AMARR** Heritage III, **AMARR** Heritage III with insulation kit added, and **AMARR** Weatherguard fully insulated. Belaire models 1A and 1B use single garage door size 8x7. All other home models use double door size 16x7.
4. Authorized window options include:
 - A. No windows
 - B. Clear windows
 - C. Frosted windows
 - D. Window designs: single fan, double fan, four fan or cathedral.
 - E. Door and door trim colors must be in accordance with the Belaire authorized paint scheme.
 - F. Single story home models 1A and 1B require vent openings in roll up doors similar to those required by building code in existing doors.

FENCING:

Fencing must be either replaced like for like with the 5 or 6 foot tall dog eared fencing or may be replaced with 5 or 6 foot tall white vinyl fencing. Fencing must have a solid top. **Lattice is not allowed.**

Please note that if you are replacing fencing, your non-adjoining neighbor must also replace their front facing fence/gate so that the fences match in the front.

Hinges shall be hidden or must match the fence.

PARKING AND TRAFFIC:

1. Parking is at a premium. Please be courteous and use the curb space closest to your own driveway if you choose to park on the street.
2. No car repairs, including oil changes, are to be done in the driveways.
3. All vehicles that are parked within eyesight of the street must be currently registered with the DMV (PNO - "Planned Non-Operation" vehicle registration is not allowed). Visible vehicle storage is not allowed.

All areas in front of the home, including sidewalks and driveways, must be kept free of spills, oil, excessive debris, etc.

LANDSCAPE:

1. No one may block, hamper or change direction of existing drainage from personal yards.
2. Containers of hanging baskets around units are acceptable, but no planting is allowed in the front yards, without prior Architectural Committee approval. Once homeowners have installed their own landscaping, those components become the responsibility of the homeowner, for maintenance and replacement. This responsibility transfers to all future owners.
3. No trees or plants are permitted to infringe on common areas or neighboring property. Owners will be liable for any damage done by invading roots or branches.
4. Tree/bush branches that extend beyond a neighbor's fence may be trimmed back at the discretion of the neighbor.
5. Back/side yard trees may be no higher than the roofline of the home on the property on which they are planted.

MAINTENANCE RESPONSIBILITIES IN COMMON MAINTENANCE AREAS:

The Association's maintenance responsibility within the Common Maintenance Areas shall be limited to routine landscaping, gardening, tree trimming and replacement of trees that are removed as provided in Article III, Section 2 of the CC&Rs.

Within the Common Maintenance Area located on each Owner's lot, the Owner shall be responsible to:

- (a) maintain, repair and replace any drainage or improvements, including, without limitation, underground plumbing improvements and pipes, sidewalks and hardscape;
- (b) notify the HOA if there are trees or stumps that appear unstable, unsafe, oversized, diseased, dead or in danger of damaging any surrounding component; and
- (c) remove tree roots that interfere with improvements located within the Common Maintenance Area on such Owner's lot such as underground plumbing improvements and pipes and sidewalks.

If front yard problems arise, please contact the Management Company to assist with coordination of any ground work. Bringing the front yard back to its pre-work condition is the responsibility of the homeowner. It is required that the Management Company be notified prior to the completion of any work, to ensure that the area is restored to its former condition (i.e. free of broken irrigation, uneven ground, etc.). If the Management Company is not contacted and the front yard is not restored to its former condition, the homeowner shall be charged for any needed repairs.

MANAGEMENT:

The Association will maintain a management company. If there are any problems concerning the Rules & Regulations, please contact the management company or a Board member. The Board of Directors is authorized to enforce all rules.

This handbook is a summary of the governing documents of the Association. For more specific information please refer to the complete governing documents.

ANNUAL MEETING PROCEDURES:

California Civil Code requires the Association to adopt rules regarding membership voting on matters. The Association desires to comply with these requirements and amend its Election Rules.

The Association does hereby resolve to adopt the following Election Rules, as follows:

1. Provide equal access to Association media, newsletters, websites or mailers to all candidates for election to the Board for purposes that are reasonably related to the election.
2. Provide Members equal access to Association media, newsletters, websites or mailers for the purpose of advocating a point of view which is reasonably related to the election, to the extent any Members are provided with such access. If access is provided to candidates or Members, the Association shall not edit or redact the content, but may include a disclaimer that the Association is not responsible for the content.
3. Candidates and Members advocating a point of view reasonably related to the election shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge, save for any deposits or other procedures required to reserve Common Area meeting spaces.
4. Qualifications for candidates to the Board of Directors shall include:
 - a. Candidates must be Owners in Good Standing. "Good Standing" means that the candidate meets all qualifications listed in this section and the Association's Governing Documents.
 - b. Only one Owner per Unit shall be eligible to serve on the Board at any time.
 - c. Candidates must not be delinquent in the payment of any Association assessments, late charges, interest and other collection costs as set forth in the California Civil Code.
 - d. Candidates must not be in violation of the Association's Governing Documents.
 - e. Candidates must not have any outstanding fines/penalties or suspension of membership privileges.
5. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.
6. Qualifications for voting shall include, but not be limited to the following (as further described in the Association's Governing Documents):
 - a. Members name must appear of the official records of the Association as of the record cut off date set by the Inspectors of Election and/or Board of Directors.
 - b. Member must be in Good Standing, as set forth in Section 4.
 - c. Member may not be the subject of violation proceedings which have resulted in the suspension of such Member's rights to vote.
7. The voting power of each member shall be as described in the Association's Bylaws and/or Declaration.
8. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board.

The number of Inspector(s) of Elections shall be one or three. The following persons may serve as Inspector(s) of Elections: The Association's CPA, Property Manager, Attorney, or other professional hired by the Association. Association Members who are not a Board member or a candidate or a person related to a Board member or a candidate may serve as Inspector(s) of Elections. If an independent party serves as Inspector of Elections, that party may be compensated for the services performed. Association Members are not entitled to compensation for serving as Inspector(s) of Elections.

9. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector of Elections, consistent with the Governing Documents.

10. Ballots submitted by Members not in Good Standing may only be counted towards quorum.

11. Once a ballot has been received by the Inspector of Elections, it shall be irrevocable. If a member submits both a proxy and a ballot to the Inspector of Elections, the ballot will supersede the proxy.

12. The authenticity, validity and effect of proxies submitted by members shall be determined by the Inspector(s) of Election appointed pursuant to *California Civil Code*.

13. Proxies may not be used in lieu of a ballot. Proxies may not be revoked once a proxy holder has submitted a ballot to the Inspector of Elections.

14. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in public at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five feet away from the Inspector(s) of Election or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.

15. Notice of the tabulated results of the election shall be provided to the Members by general notice within 15 days of the election.

16. Ballots shall be retained in the custody of the Inspector(s) of Elections as set forth in California Civil Code, at which time the ballots shall be transferred to the Association. The Association shall store the ballots for no less than one year after the date of the election. At the conclusion of this one year period the ballots may be destroyed.

17. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of Elections, if applicable.

FINE & ENFORCEMENT POLICY

The Association and/or any member shall have the right to enforce against one another, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the CC&R's. Failure by the Association or any member to enforce any provision of the CC&R's shall in no event be deemed a waiver of the right to do so thereafter.

1. The Bylaws and CC&R's govern enforcement of the rules by the Association. Contingent upon the nature, seriousness and history of the violation, the Association will generally adhere to the following enforcement procedures but the Board is not required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law and the Governing Documents, determine what remedy to pursue and at what time. Immediate legal action may be sought in the form of a temporary restraining order ("TRO") and/or preliminary injunction where appropriate. Action(s) in connection with violations of the Association's governing documents may include:

1. Courtesy/warning letters.
2. Possible hearing and a fine in accordance with the fine schedule set forth below.
3. Imposing Reimbursement Assessments to reimburse the Association for costs of repairing damage to the Common Area, or to reimburse the Association for costs incurred in bringing the Owner's Unit into compliance with the governing documents, including but not limited to legal fees.
4. Suspension of voting rights;
5. Instituting Internal Dispute Resolution (IDR);
6. Instituting Alternative Dispute Resolution (ADR);
7. A lawsuit.
8. Other actions or a combination of actions, as permitted by law or the governing documents.

1 st violation =	Courtesy Notice
2 nd violation=	Notice of Violation
3 rd violation=	Call to a Hearing for consideration of a fine of \$100. The Board votes on the imposition of a fine.
Subsequent violations=	May be subject to further fines of \$100 per occurrence. May be sent to the HOA attorney for further enforcement in accordance with law, at the discretion of the Board of Directors.

Prior to imposing disciplinary action (including fines), the Owner shall be provided with at least ten (10) days' notice of the nature of the violation and intended penalty/enforcement action, and an opportunity for a hearing before the Board. The notice shall contain the alleged violation, and date and time of the hearing, which may be scheduled concurrent with any regular or special Board meeting, or annual meeting.

The Owner has the right to attend the hearing and may address the Board. Alternatively, he or she may submit their response in writing. Upon such action being taken, written notice will be sent to the Owner within 15 days following the decision to take such action.

2. The Board may take any of the above-referenced actions upon violation. Fines and other remedies may be imposed, including the towing of vehicles for violations of parking rules. The action taken may vary depending upon the severity and frequency of violation and legal action may be taken in appropriate circumstances, without initial warnings and/or fines.
3. All unpaid fines will be levied against the member's account. The Board may consider filing a lien or bringing suit in small claims court to obtain a judgment for unpaid fines.
4. Complaints must be filed in writing to the Management Company. Each complaint must refer to a specific violation and must provide a factual statement.

INTERNAL DISPUTE RESOLUTION GUIDELINES

REQUEST FOR RESOLUTION

1. An IDR may be requested for a dispute between the Association and a homeowner.
2. Either party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing, and shall specifically request IDR or dispute resolution.
3. A homeowner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
4. The Association's board of directors shall designate two members of the board to meet and confer.
5. 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.
6. A resolution of the dispute, if any, agreed to by the parties shall be memorialized in writing and signed by all parties, including the board designees on behalf of the Association. This agreement will be drafted and signed no more than 15 days after the actual meet and confer.
Any agreement cannot conflict with the law or governing documents and must be within the authority of the Board.
7. The Association Manager will be present only to document the outcome of the IDR.
8. IDR may not be requested more than once for the same issue.
9. Attorneys may not be present without prior written notification to the other party, and shall be at each parties' own expense. If either party elects to have an attorney present, and the other party fails to attend the IDR, the attorney fees shall be passed on to the absent party. An IDR may need to be rescheduled after notification of intention to have an attorney present.



360 Community Management

10769 Woodside Ave., Suite 210

Santee, Ca 92071

Office: (619) 270-7360 Web: www.360hoa.com



BELAIRE OF MISSION PACIFIC HOMEOWNERS ASSOCIATION

RULES & REGULATIONS AMENDMENT ARCHITECTURAL APPLICATIONS

1. All owners wishing to make any modification to their unit that is visible from the exterior of the unit must obtain **written** architectural approval from the Board of Directors/Management Company prior to beginning any work for said modification. Modifications requiring architectural approval may include, **but are not limited to**, window/door replacement (including screen & garage doors), air conditioning installation, patio modifications (including patio covers or any other modification visible above *any* fence line), solar installation, exterior lighting, roofing, painting, fencing replacement, gutter installation, driveway/sidewalk modifications, and any other modification or addition that is visible from the outside of the unit.
2. Failure to obtain official architectural approval prior to beginning work will result in a minimum \$250.00 fine, **regardless of whether the architectural application would have been approved or not.**
3. Exact “like for like” replacements for roofing and fencing, as well as painting the most recently approved HOA colors *requires* architectural application submission for documentation purposes, however approval is not required prior to work commencing.

RULES & REGULATIONS AMENDMENT FINE & ENFORCEMENT POLICY

The following will be added to the Fine & Enforcement Policy, after Item 1.8:

Except for fines for failure to obtain prior architectural approval for modifications, which will result in a minimum fine of \$250.00 upon first violation, the violation process is outlined below.