

Bay Ridge

Homeowners Association RULES & REGULATIONS

REVISED NOVEMBER 1995

Bay Ridge Management Company

**The Paul Miller Company
272 Church Avenue, Suite 4
Chula Vista, CA. 91910
(619) 427 - 5011**

**BAY RIDGE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
REVISED NOVEMBER 1995**

TABLE OF CONTENTS

	PAGE
DEFINITIONS	1
MANAGEMENT COMPANY DUTIES	2
BOARD OF DIRECTORS AUTHORITY	2
ANIMAL REGULATIONS	2
COMMON AREA	
PARK AND PLAY AREA	3
SWIMMING POOL	3
ARCHITECTURAL POLICY	
Architectural Control, Article V (CC&R)	5
General	6
Architectural Request Form	6
Landscape Maintenance Request Slip	6
Additional Plants and Shrubs	6
Air Conditioners	6
Antennas	6
Exterior Lighting	7
Fences and Trellises	7
Patio Covers	8
Rooftop Ventilation Fans	8
Stepping Stones	8
Trees	8
APPEARANCE AND MAINTENANCE	
Driveways and Vehicles	9
Garage Doors	9
Screen Doors	9
Security Measures	9
Signs	9
Storage of Materials	10
Trash	10
Window Coverings	10
BRIDGEVIEW DRIVE EASEMENTS	10
ENFORCEMENT POLICY AND PROCEDURES	11
FINE SCHEDULE	14
ASSESSMENT COLLECTION POLICY	15
EXHIBITS	
A. POOL REGISTRATION FORM	
B. ARCHITECTURAL REQUEST	
C. LANDSCAPE MAINTENANCE REQUEST	
D. FENCE SPECIFICATION	
E. COMPLAINT FORM	
F. NOTICE OF NON-COMPLIANCE	
G. NOTICE OF HEARING	
H. NOTICE OF DEFENSE	
I. NOTICE OF DECISION AFTER HEARING	

PREFACE

Italicized print indicates a direct quote from the Bylaws or CC&R's. The wording may not be changed unless an amendment is approved. An amendment of the Bylaws requires approval by fifty-one percent (51%) of the voting power of the Association. An amendment of the CC&R's requires approval by seventy-five (75%) of the voting power of the Association.

The Rules and Regulations set forth in this document do not encompass all regulations of the Bay Ridge Homeowners Association. Members should be familiar with all governing documents of the Association.

It is the responsibility of the Homeowner to deliver a copy of all Bay Ridge Homeowners Association governing documents including the Rules and Regulations to their tenants.

I. DEFINITIONS

- A. **ASSOCIATION:** The Bay Ridge Homeowners Association, a not for profit California Corporation, consisting of Members and a Board of Directors.
- B. **BOARD:** Board of Directors of the Bay Ridge Homeowners Association.
- C. **MEMBER:** An owner of a Bay Ridge lot which is subject to assessment by the Bay Ridge Homeowners Association.
- D. **TENANT:** Lessee or renter with right of exclusive possession.
- E. **LOT:** Plot of land shown on a recorded subdivision map of the Properties, with the exception of the Common Areas.
- F. **COMMON AREA:** All real property owned by the Association for the common use and enjoyment of the Members; the swimming pool and park.
- G. **COMMON MAINTENANCE AREA:** Those portions of lots over which easements for landscape maintenance are conveyed to the Association and shall consist of portions of front yards. A Common Maintenance Area is the real property of the homeowner.
- H. **DECLARANT:** Treetops Unlimited, the development company.
- I. **GOVERNING DOCUMENTS:** Articles of Incorporation, the Bylaws, Declaration of Covenants, Conditions and Restrictions, and the Rules and Regulations of the Association.

II. **MANAGEMENT COMPANY DUTIES:** The Management Company is responsible for the management of the Association affairs as directed by the Board, duties include but are not limited to:

1. Accounting functions including billing and collection of Association fees; payment of Association invoices; preparation of the Association financial statements.
2. Coordination of the day-to-day operation of the Association and their contractors.
3. Advisement to the Board on regulatory requirements.
4. Professional advice to the Board and Members as required.
5. Representation at Board meetings and Annual General meetings.

III. **BOARD OF DIRECTORS AUTHORITY:** BYLAWS (Art. VII, Sec.1.a,1.b): *The Board shall have the power to: (a) adopt and publish rules and regulations governing the use of the Common Area and Common Maintenance Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; (b) suspend the voting rights and right to use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.*

IV. **ANIMAL REGULATIONS**

- A. Residents shall keep no more than two usual, ordinary household pets.
- B. Keeping, raising or breeding of animals or birds for commercial purposes is prohibited.
- C. Animals shall not be tied to trees, fences, stakes or exterior building structures within the Common Area or Common Maintenance Area.
- D. Dogs must be leashed in the Common Area and the Common Maintenance Area (outside member's lot).
- E. Pet owners are required to immediately remove pet droppings from the Common Area and Common Maintenance Area.

V. COMMON AREA

- A. **PARK AND PLAY AREA:** The park and play area is the private property of the Association for use by Bay Ridge residents and their guests; **all others are trespassing.** Parents are responsible for supervising and maintaining order in the tot lot. Children playing in the tot lot do so at their own risk, and with consent and knowledge of their parents.
- B. **SWIMMING POOL**
1. **SWIMMING POOL HOURS:** Use of the swimming pool is authorized between the hours of 6 a.m. and 10 p.m. Quiet activity is requested before 9 a.m. and after 7 p.m.
 2. **AUTHORIZED USERS:** Registered Bay Ridge residents and their guests.
 3. **POOL REGISTRATION:** A pool registration form (Exhibit A) shall be on file with the Board for residents who wish to use the pool. Members who wish to authorize their tenants to use the pool are required to sign and file the pool registration form with the management company. The purpose of the pool registration form is to record the names of authorized pool users and identify minors under the age of 14 years. It is the responsibility of the Member to file an updated pool registration form whenever a change in authorized use occurs. Pool registration forms are available from the Management Company.
 4. **POOL KEY AND TAG:** One pool key and inscribed pool tag is issued to each Member. The Member's lot number is inscribed on the pool tag for identification. The pool key and tag are required to enter the pool enclosure. The pool key and tag may not be used by anyone other than those listed on the pool registration form or their authorized guests for the lot number inscribed on the tag. If a pool key or tag is lost, a replacement may be requested by the Member from the Management Company. The replacement cost is established by the Board. A replacement pool key and or tag will be issued provided the Association Fee is paid current and fines or other infractions of the Bay Ridge governing documents are not pending against the Member. If the Member's account is not current or a notice of infraction is pending, application for a key and or tag replacement will be referred to the Board at their next regularly scheduled meeting.
 5. **SWIMMING POOL RULES:** All persons entering the pool enclosure do so at their own risk. Lifeguard service is not provided. Emergency assistance requiring police, paramedics, or the fire department may be obtained by dialing 911 from the pool phone located by the restrooms (a coin is not required). The Police Department non-emergency phone number is 531-2000. Enforcement of the swimming pool rules is the

responsibility of all authorized pool users. Refer to the Enforcement Policy and Procedures section for disciplinary guidelines.

- a. Pool Capacity is 60 persons.
- b. Authorized users are registered Members or tenants and their guests in possession of the pool key and tag assigned to their lot.
- c. Children under the age of 14 are not allowed in the pool area unless they are supervised by a parent or responsible adult, 18 years of age or older.
- d. Board approval is required for pool parties.
- e. The gates are to remain closed and locked except when entering or exiting. Climbing over the fence is prohibited.
- f. Anyone with an infectious or contagious disease, rash or open cut may not use the pool.
- g. Running is not permitted within the pool enclosure.
- h. All trash is to be placed in the trash receptacle before leaving the pool enclosure.
- i. Glass items are not permitted within the pool enclosure.
- j. Restrooms are to be closed, locked, and lights turned off when not in use.
- k. Pets and other animals are not permitted within the pool enclosure.
- l. Bicycles, scooters, skateboards, and similar items are not permitted within the pool enclosure.
- m. Showers are to be taken prior to entering the pool.
- n. Fire (or barbeque grills) of any kind is not permitted within the pool enclosure.
- o. Safety equipment, life-ring or safety hook, may not be used for play.
- p. Diving is not permitted.
- q. Food or drink is not permitted in the water.

- r. Any activity, judged dangerous by adult swimmers present, is prohibited.
- s. Small rubber or plastic pool toys, swimming mats, soft beach balls, rubber boats, swim masks, swim fins, and snorkels are permitted.
- t. Surfboards, belly boards, leather or hard balls (such as baseballs), sharp edged or metal toys, or objects likely to be dangerous to pool occupants are not permitted.
- u. Noise should be kept to a minimum before 9 a.m. and after 7 p.m. and within reasonable levels at all times. Loud and boisterous play is prohibited.
- v. Sound producing equipment (radios, tape players, etc.) may be operated at low volumes only, provided there are no objections expressed by others.
- w. Appropriate swim wear is required to enter the pool. Street clothing, shorts, t-shirts, etc. are not appropriate swim wear. Infants must wear rubber pants or other leak proof swim wear.

VI. ARCHITECTURAL POLICY

- A. ARCHITECTURAL CONTROL, ARTICLE V (CC&R): *No building, fence, wall, patio, patio cover or other structure or improvement shall be commenced, erected, placed or altered upon any Lot until the location and the complete plans and specifications showing the nature, kind, shape, height and materials, including the color scheme, have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more but not to exceed five (5) representatives appointed by the Board from the membership of the Association; provided, however, that in the event the Board or its designated committee fails to approve or disapprove such location, plans and specifications or other request made of it within thirty (30) days after the submission thereof to it, then such approval will not be required, provided that any structure or improvement so to be erected or altered conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within the Properties. The grade, level or drainage characteristics of the Lot or any portion thereof shall not be altered without the prior written consent of the Board or its designated committee. The provisions of this Article V shall not apply to the construction by Declarant of dwellings or other improvements on Lots and neither the Board nor any committee appointed by the Board shall have any authority or right to approve or disapprove thereof.*

- B. GENERAL:** Adherence to Article V (Architectural Control) will reasonably ensure approval of any proposed improvement submitted to the Board. Any improvement involving construction or alteration of the exterior of the unit must conform to the current City of San Diego building and fire codes as well as the current planning and zoning regulations. Approval of any improvement request is conditional on obtaining all necessary permits.
- C. ARCHITECTURAL REQUEST FORM:** An architectural request (**EXHIBIT B**) must be submitted by the Member to the Board and receive Board approval prior to architectural improvements to private property. Architectural improvements include but are not limited to: additional plants and shrubs, air conditioners, antennas less than 36" in diameter, exterior lighting, patio covers, rooftop ventilation fans, and stepping stones.
- D. LANDSCAPE MAINTENANCE REQUEST SLIP:** Landscape maintenance request slips (**EXHIBIT C**) are available at the mailbox located within the swimming pool enclosure at the equipment room or by contacting the Management Company. The landscape maintenance request slip should be submitted whenever a special landscaping need occurs or to report a problem concerning landscape maintenance. Return the completed form to the mailbox at the swimming pool. The landscape crew supervisor will review the request and remedy the problem or refer the request to the Board.
- E. ADDITIONAL PLANTS AND SHRUBS**
1. Board approval is required for installation of plants and shrubs in the Common Maintenance Area. Board approval is based on, but not limited to:
 - a. Compatibility with surrounding landscape and height at maturity.
 - b. Maintenance and irrigation requirements.
 2. Trees, plants and shrubs planted by the Association may not be trimmed, topped, or removed without Board approval.
 3. Container plants placed on exterior ledges must be properly maintained.
- F. AIR CONDITIONERS:** Board approval prior to installation is required. Board approval is based on, but not limited to:
1. Location.
 2. Screening or painting.
- G. ANTENNAS:** Installation and use of video or television antennas that have a diameter or diagonal measurement of 36" or less may not be prohibited by CC&R's (California State law). An architectural request must be submitted by

the Member to the Board and receive Board approval prior to use or installation. All other outside television or radio antennas are prohibited (CC&R's Article VI, Use Restrictions, Section 9).

H. EXTERIOR LIGHTING

1. **Lighting Fixtures:** New or replacement exterior house lighting fixtures must be similar to the brass and glass front entry light originally installed by the developer. Board approval is required prior to installation. Board approval is based on (but not limited to) the compatibility and design of the fixture.
2. **Security and Flood Lights:** Exterior security lights and flood lights require Board approval prior to installation. Security and flood lights must be positioned so as not to be objectionable to an adjacent resident.
3. **Low Voltage Landscape Lighting:** Low voltage landscape lighting in the Common Maintenance Area requires Board approval prior to installation. Low voltage landscape lighting in back yards is allowed provided the lighting is not objectionable to an adjacent resident.
4. **Christmas Lights:** Christmas lights may be placed on the exterior of homes during the period one day after Thanksgiving Day through January 15th. Lights must be Underwriter Laboratory approved exterior lights. The Association is not responsible for damage to lights. Christmas lights may be attached to trees and shrubs in the Common Maintenance Area.
5. **Wiring:** Electrical wiring for exterior lighting must be inside the walls or in conduit painted to match the exterior house color. Wiring must meet current building codes. An electrical permit, if required, must be obtained prior to Board approval.

I. FENCES AND TRELLISES

1. Replacement or repair of fencing is the responsibility of the Member.
2. Refer to EXHIBIT D for fence replacement or repair specifications. The materials shall consist of unpainted rough sawn 1 by 8" cedar fence board not to exceed 5' in length. Posts shall be 4 by 4" redwood and set in concrete. The boards shall be placed vertically and capped with a rough sawn 2 by 6" cedar board and conform to the design and construction specified. Pecky cedar will be replaced with cedar fence board. Dog eared fence boards are not permitted.
3. Chain link fences may be replaced with wood fences.

4. Trellises and lattices are permitted provided they are not visible from the street.

J. PATIO COVERS

1. Patio covers require Board approval prior to installation. Construction shall be re-sawn lumber with a minimum dimension of 2" in any direction.
2. Aluminum, fiberglass, plastic or similar materials are not allowed.
3. Painting of select grade redwood is not required. All other material must be painted to match the exterior color of the house trim.
4. All current City building codes and set-backs must be observed.

K. ROOFTOP VENTILATION FANS

1. Rooftop ventilator fans require Board approval prior to installation.
2. Bare metal or unpainted galvanized finishes are not acceptable.
3. Ventilators must be painted to match the roof color or a "flat black" which matches the color of the roof fittings.

L. STEPPING STONES: Stepping stones within the Common Maintenance Area require Board approval. Board approval is based on, but not limited to:

1. Harmony with the landscaping.
2. Landscape alteration.
3. Color, shape, and design.
4. Removal of existing plants is not permitted without Board approval.
5. Placement shall not create a tripping hazard.

M. TREES

1. The Homeowners Association is responsible for trimming and maintaining all trees in the Common Maintenance Area. A Homeowner may not trim, top, maintain, remove, replace, or plant a tree in the Common Maintenance Area without Board approval.
2. Homeowners are responsible for trimming and maintaining all trees on the Homeowner's Lot except those in the Common Maintenance Area.

VII. APPEARANCE AND MAINTENANCE

A. DRIVEWAYS AND VEHICLES

1. Driveways must be cleaned as necessary to remove stains.
2. Painting or texturing of driveways is not permitted.
3. Vehicles (including motorcycles) shall not be parked on planted areas, lawns or sidewalks.
4. Vehicles or other equipment may not be dismantled, repaired or serviced on any Lot except in the garage.

B. GARAGE DOORS

1. *Garage doors shall be closed at all times other than when a vehicle is entering or leaving the garage (CC&R's Article VI, Use Restrictions, Section 20).*
2. Garage doors may not be left open or ajar for pet access.

C. SCREEN DOORS

1. Screen doors must be well made and properly installed. Approved screen door colors are: natural wood, black, beige, or the stucco color of the home. Board approval is required for any other colors.
2. Screen doors shall be maintained by the Homeowner in a good state of repair.

D. SECURITY MEASURES

1. Board approval is required prior to installation of security measures (except screen doors) installed on the house exterior.
2. Security measures forward of a home's fence line (between the fence line and the street) must be installed in the interior of the house (except screen doors and security lights).

E. SIGNS

1. Realty Signs: A maximum of one "For Sale" or "For Rent" sign is allowed per lot. The sign is to be of reasonable dimensions (Not larger than 2 feet by 3 feet) and mounted on a metal or wood stake.

2. **Security and Warning Signs:** A maximum of one sign per window or fence is allowed to notify persons of an alarm system, guard dog, or other security feature.
3. **Prohibited Placement:** Signs, other than Realty Signs, shall not be posted on the exterior of a home or placed on a lawn area.

F. STORAGE OF MATERIALS

1. Materials may not be stored on a Common Maintenance Area, driveway, or on a front sidewalk for more than 24 hours.
2. Landscaping or building materials may be temporarily stored in driveways for use in improvement projects.
3. Board approval is required if temporary storage of landscaping or building materials is to exceed 7 days.

G. TRASH

1. Trash containers may not be placed on the sidewalk before 6:00 p.m. the night before collection day and must be removed by 7:00 a.m. on the day after collection. Residents are advised that San Diego Municipal Code regulates hours for placement and removal of trash containers which may be more restrictive. Hours set by the Association are for the purpose of determining Association violations only and are not intended to override Municipal Code or preclude enforcement by the City of San Diego. Normal collection day is Wednesday. Trash collection day is Thursday following a Monday, Tuesday, or Wednesday holiday. Trash containers shall not remain in the Common Maintenance Areas.
2. The trash dumpster located on the driveway easement on Bridgeview Drive is contracted for the exclusive use of the Bay Ridge landscaping crew. Use of the dumpster by anyone other than the Bay Ridge landscaping crew is prohibited.

H. WINDOW COVERINGS: Window coverings shall be maintained in good condition and be of a reasonable design. Sheets, newspapers, aluminum foil, etc., are not acceptable window coverings.

VIII. BRIDGEVIEW DRIVE EASEMENTS: The four driveways on the west side of Bridgeview Drive posted NO PARKING are Bay Ridge common area properties. San Diego Gas & Electric holds an easement over the land for access to their equipment. Parking in the driveways is prohibited; vehicles are subject to towing at the vehicle owner's expense without further notice.

**ENFORCEMENT POLICY AND PROCEDURES FOR
VIOLATIONS OF THE ASSOCIATION'S DOCUMENTS
OR ADOPTED RULES & REGULATIONS**

Section 1. Actions Prior to Initiation of Formal Disciplinary Process. The Board, a Member, or any resident of the Association has the authority to request in any reasonable manner that a Member, resident, tenant or invitee thereof cease or correct any act or omission which appears to be in violation of the Articles of Incorporation, Bylaws, Covenants, Conditions and Restrictions (CC&Rs) or Rules & Regulations governing the Association. Complainants are encouraged to attempt such informal resolution before the formal process is initiated. If a Member or resident cannot or will not initiate informal resolution, or if the informal resolution is not successful, the following procedure will apply.

Section 2. Written Complaint. Formal disciplinary proceedings will be initiated upon the receipt of a written complaint from any Member or resident to the Board or the Management Company on an Association complaint form (EXHIBIT E), or by letter containing a statement setting forth in ordinary and concise language the acts or omissions with which the alleged offender (Respondent) is charged. The Complaint should include the specific provisions of the CC&Rs or Rules which the Respondent is alleged to have violated and should consist of more than charges phrased in the general language of such provisions. The Complaint should contain as many specific and supporting facts as are available, such as time, date, location, person(s) involved, and other relevant details, so that the complaint may be evaluated and investigated by the Board.

Section 3. Notice of Non-Compliance. Upon the filing of the Complaint, the Board shall reasonably investigate the Complaint to verify that, if true, the allegations *prima facie* constitute violation(s) of the CC&Rs or Rules. If so (and if the Board in its sole discretion determines that enforcement is appropriate in the case in question), the Board shall send a written Notice of Non-Compliance (EXHIBIT F) to the Respondent and/or Member, summarizing the Complaint and requesting compliance within a reasonable period of time. Such Notice shall be served by certified mail, by first class mail or by personal delivery to the Member and, if appropriate, to the resident tenant. No penalty shall be assessed to the Member in this Notice. If compliance is obtained as a result of sending this Notice of Non-Compliance, the Board need not take any additional action on the Complaint.

Section 4. Notice of Hearing. Should the Respondent fail to comply as required by the Notice of Non-Compliance, the Board shall fix a hearing date and mail or serve a Notice of Hearing (EXHIBIT G) on the Member at least fifteen (15) days prior to the date of the Hearing. Said Notice of Hearing may be served by certified mail, by first class mail or by personal delivery, or any combination thereof.

The Respondent shall have the right to attend the Hearing with any material witnesses and may offer evidence and/or make representations to the Board subject to the provisions of Section 5.

If the Respondent wishes to attend the hearing, but cannot conveniently attend on the date scheduled or wishes a postponement for any other cause, the Respondent may request a continuance of the hearing. Any such request must include the reasons therefor. The decision of whether to grant the continuance shall be made by the Board and its decision is final. If a continuance is granted, the Respondent will be given notice of the new hearing date. If a continuance is not granted, or if none is requested, the Hearing shall proceed in accordance with Section 5.

Whether or not the Respondent wishes to attend the hearing, Respondent may at any time before the Hearing (or any continuance thereof), deliver to the Board, a written statement setting out the Respondent's answer or Defense (EXHIBIT H) to the allegations in the Notice of Hearing. If the Respondent submits a written response, it must be delivered to the Board, or the Management Company, at least seventy-two (72) hours prior to the hearing. This will ensure that the Board has the opportunity to consider the response prior to making any decision on the Complaint.

Section 5. Hearing.

(a) Neither the Complainant or the Respondent is obliged to be in attendance at the Hearing, although such attendance is encouraged. All Hearings will be held in open session except that, at the request of the Respondent, the Hearing will be conducted in executive session. The executive session may, at the discretion of the Board, be held on the same day as the original hearing was scheduled, or may be postponed to such date and time as the Board shall determine. Any request for the Hearing to be held in executive session must be submitted to the Board in writing at least seventy-two (72) hours in advance of the Hearing to allow the executive session to be properly noticed and scheduled. If the notice required by this paragraph is not given, the Hearing will be held in open session.

(b) At the beginning of, or at any appropriate time during the Hearing, the Board will, at its own behest or at the request of any party, explain the rules and procedures by which the Hearing is to be conducted. The Board is entitled to exercise its discretion as to the specific manner in which the Hearing will be conducted. Technical and specific rules of evidence or procedure will not generally be applicable to the Hearing except that the Board shall have full discretion to impose specific rules where it considers such rules to be appropriate and to refuse to admit evidence not reasonably relevant to the issues.

(c) The Board will consider any written or oral statements of the parties and witnesses together with such other information and/or evidence then before it which the Board reasonably determines to be material and relevant.

(d) Should the Respondent and/or Member fail to appear at the Hearing and fail to submit a written statement in defense of the allegations, the Board may consider such failures to be an admission of the allegations.

(e) Whenever the Board has commenced to hear the matter and a member of the Board withdraws prior to a final determination, the remaining members shall continue to hear the case.

Section 6. Decision. After all evidence and/or representations has been presented to the Board, the Board shall vote upon the matter, with a majority of the entire Board controlling. The decision may be made at the conclusion of the Hearing or may be postponed to no later than ten (10) days thereafter. A written decision (**EXHIBIT I**) will be mailed to the Respondent as soon as practicable thereafter. Disciplinary action, if any is imposed, and unless otherwise ordered by the Board, shall become effective not less than five (5) days after the Board's decision is mailed to the Respondent. All decisions of the Board shall be final unless the Board, at its sole discretion, agrees to re-hear the matter due to the availability of new evidence or information of a over-riding nature. All requests for re-hearing must be made by the Respondent and received by the Board within thirty (30) days of the date of the notice of the Board's decision.

Section 7. Fine Structure. The fine schedule (page 14) shall apply where the Board finds a violation has occurred and, at its discretion, determines to assess a fine. The fines listed are minimum amounts per violation. If circumstances warrant, the Board may impose greater amounts and may suspend imposition of all or any portion of a fine for up to one year from the date of the Hearing. Offenses for separate rules will each start at the first offense stage and may progress to a maximum fine of \$250 for any one violation in accordance with the Bylaws as amended February 11, 1985. A Member who fails to correct a violation or communicate with the Board is subject to a doubling of the fine each month or until the maximum fine (\$250) per violation is imposed.

In addition to assessment of a fine, the Board may suspend the Respondents' voting rights and Association privileges as outlined in the Bylaws.

Bay Ridge

Homeowners Association

FINE SCHEDULE

VIOLATION	FIRST OCCURRENCE	REPEAT VIOLATION WITHIN SIX MONTHS
Damage to the Common Area.....	Repair Cost	Repair Cost
Use of Common Area Facilities by both the member and tenant (rented properties)	\$25	\$50
Violation of pool rules.....	Warning**	\$25**
Glass items within pool enclosure.....	\$25	\$50
Dogs unleashed in Common Areas or Common Maintenance Areas (outside member's lot).....	Warning	\$25
Pet droppings not immediately removed (Common Maintenance Area or Common Area).....	Warning	\$25
Keeping of more than two usual household pets.....	Warning	\$25
Keeping, raising or breeding of animal or bird for commercial purposes.....	Warning	\$50
Use of trash dumpster.....	Cost	\$50 + Cost
Parking on Bridgeview Drive easements.....	\$25***	\$50***
Loud or obnoxious activity in Unit or Common Area.....	\$25	\$50
Disturbance of neighbors.....	Warning	\$25
Use of unit for non-residential purposes.....	Warning	\$25
Display of signs in public view except realty signs of customary dimensions.....	Warning	\$25*
Construction or use of a radio, TV, or video antenna without Board approval.....	Warning	\$25*
Maintaining exterior clothes line or outside drying of laundry.....	Warning	\$25*
Garage door left open.....	Warning	\$25
Accumulation of rubbish or trash on property or Common Area.....	Warning	\$50*
Failure to remove trash bins by 7:00 a.m. the day after collection.....	Warning	\$25
Failure to maintain Unit or Common Maintenance Area.....	\$50 + Cost	\$50 + Cost
Alteration or construction of building, fence, wall, balcony, screen, patio, patio cover, tent, awning, carport cover, improvement of structure without written Board approval.....	Warning	\$50*
Violation of any governing document not specified in fine schedule.....	Warning	\$25*

NOTE: The amounts listed above are minimums, actual fines may be larger (refer to page 13).

* Fine may be in addition to the cost of repairs or removal cost incurred by the Association to correct the violation.

** Pool privileges may be suspended for thirty days or a fine imposed.

***Subject to towing at the vehicle owner's expense.

**BAY RIDGE HOMEOWNERS ASSOCIATION
ASSESSMENT COLLECTION POLICY
PAYMENTS AND LATE CHARGES**

2001

Payments are due on the first of each month and delinquent if not received by the 15th. All payments not received by the 15th will be charged a \$10.00 late charge. Allow ample time for mailing payments. All payments should be mailed with the identifying billing coupon provided. In all cases, every owner shall be responsible for payment within the above time limit regardless of circumstances. Additionally, interest may accrue on late payments.

All payments shall be applied to outstanding balances in the following order of priority:

1. Assessments
2. Special assessments
3. Legal fees and costs
4. Late charges
5. Interest
6. Fines

There shall be a \$20.00 administrative handling charge, plus any bank charges for all returned checks.

THE FOLLOWING SHALL APPLY TO ALL PAST DUE MEMBERS:

1. Pay or Lien letter shall be sent not less than forty-five (45) days after due date (cost \$65.00) and a Lien shall be filed against the owner if the delinquent amount is not paid within thirty-five (35) days as specified (cost \$300.00). Notice of Intent to Foreclose will be sent at the same time as the Lien is recorded (cost \$65.00).
2. At ninety (90) days past due, the Association may opt to either Foreclose the Lien or file a Money Complaint for all assessments, costs, interest, and legal fees (cost \$200.00-\$1,200.00).
3. Prior to the release of any Lien, all assessments, late charges, interest and costs must be paid in full to the Association.
4. The costs in items 1 and 2 above are estimates and may, in fact, be greater than those stated.

All owners must notify the Association of mailing address changes immediately.

Please keep this for your records. Your Association depends on timely payments from its members in order to meet its obligations, thereby avoiding late penalties.

Board of Directors
Bay Ridge Homeowners Association

BAY RIDGE POOL REGISTRATION

ADDRESS _____ LOT NO _____

OCC PHONE _____ OWNERS PHONE _____

OCCUPANTS: OWNER ____YES ____NO

_____ UNDER 14 ____YES ____NO

_____ ____YES ____NO

_____ ____YES ____NO

_____ ____YES ____NO

_____ ____YES ____NO

_____ ____YES ____NO

_____ ____YES ____NO

HOMEOWNER'S SIGNATURE

PRINT NAME

_____ HOMEOWNER'S ASSOCIATION
ARCHITECTURAL REQUEST
FOR IMPROVEMENTS TO PRIVATE PROPERTY OR COMMON AREA

FROM: _____ DATE SUBMITTED: _____

ADDRESS: _____

LOT #: _____ PHONE #: (DAY) _____ (EVE) _____

Description of proposed improvements (attach sketches, specifications, and/or drawings as necessary). Include **all** improvement items requesting approval. Return to The Paul Miller Company.

APPLICANT - COMPLETE PAGE ONE

I/We agree as follows:

- a. To hold _____ Homeowners Association members harmless from any liability resulting from the construction of the proposed improvements, and indemnify the Homeowners Association and its officers, directors, agents, and members from any claims, damages, lawsuits, attorneys' fees, judgments, or liabilities (including personal injury or property damage) resulting from the approval, construction, existence, or maintenance and repair of the proposed improvement.
- b. To correct any condition resulting from the proposed improvements which adversely affects the common area or another homeowner.
- c. To perform all future maintenance on the proposed improvements.
- d. To obtain all governmental permits required by law, prior to the construction of the proposed improvements, and to provide the Association with copies of the permits when issued.
- e. To insure that all work conforms to the plans submitted, and to make changes required by public agencies and the Association, prior to final approval.
- f. I/We certify that work will conform to plans submitted for approval, and if found unsatisfactory at final inspection, I will make any required changes at my expense.

HOMEOWNER'S SIGNATURE

FOR OFFICE USE ONLY:

Date to Board: _____ Mailed to: _____

EXHIBIT B

ARCHITECTURAL COMMITTEE APPROVAL/DISAPPROVAL - DATE

- 1. _____
- 2. _____
- 3. _____

BOARD OF DIRECTORS APPROVAL/DISAPPROVAL - DATE

- 1. _____
- 2. _____
- 3. _____

- Your architectural plans have been approved as submitted.
- Your architectural plans are approved provided you comply with attached recommendations.
- Your plans have been denied for the reasons listed below.

COMMENTS: _____

NOTICE TO OWNER(S)

Your proposed improvement(s) may require a building permit. You or your contractor must check with the City/County Building Inspection Department regarding permit requirements before starting any work. No work shall be done which may alter the existing drainage patterns or adversely affect the common area or other homeowner(s).

MANAGEMENT CO. APPROVAL/DISAPPROVAL _____ DATE _____

FINAL INSPECTION OF COMPLETED WORK

- Approved
- Disapproved

FOR THE ASSOCIATION BY: _____ DATE: _____

COMMENTS: _____

BAY RIDGE HOMEOWNERS' ASSOCIATION
MAINTENANCE REQUEST SLIP

NAME: _____

ADDRESS: _____

LOT NO: _____ DATE SUBMITTED: _____

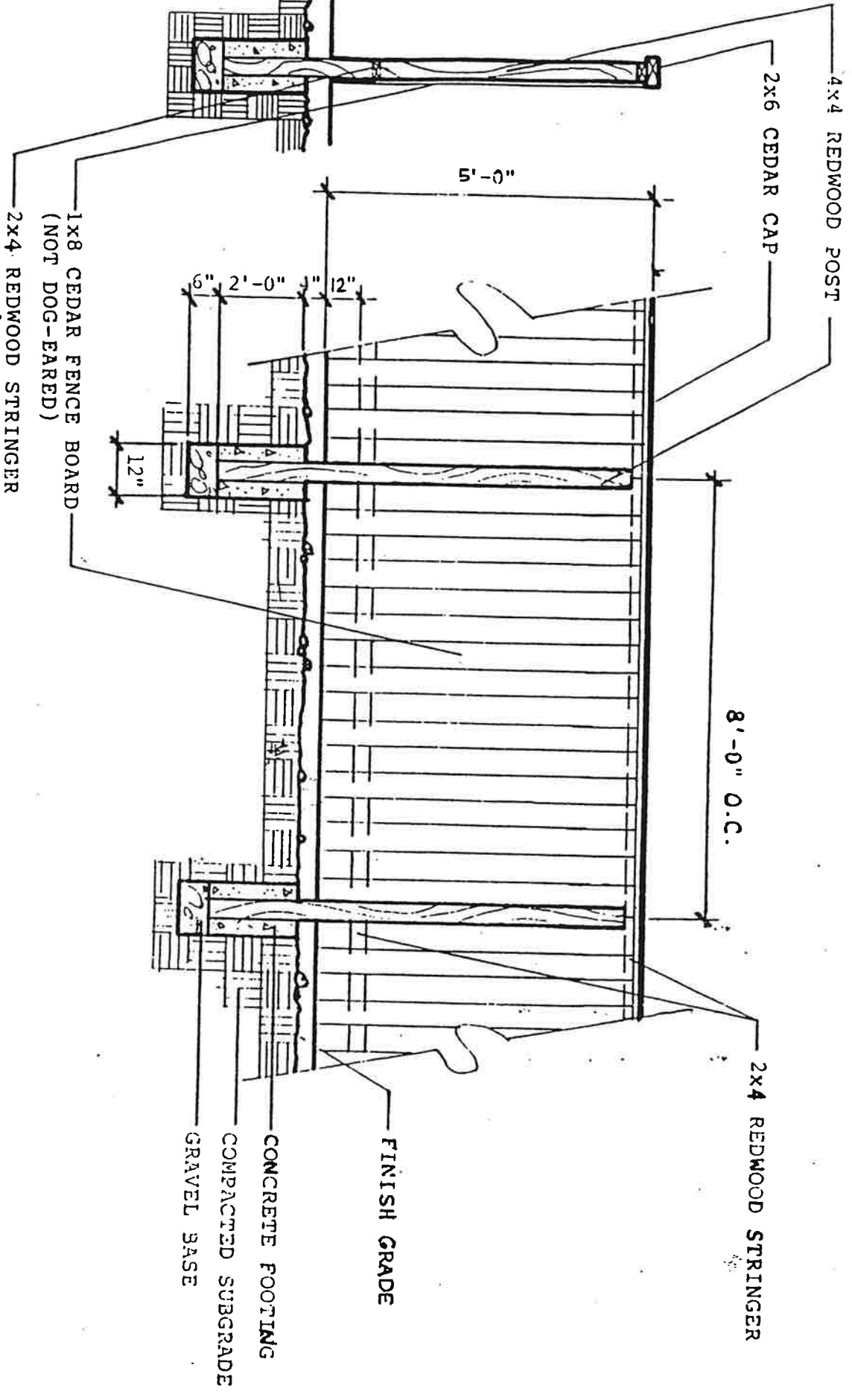
HOME PHONE: _____ WORK PHONE: _____

PROBLEM/REQUEST: _____

**SUBMIT TO: Bay Ridge Homeowners Association
C/O Paul Miller Company
272 Church Ave., Ste. 4
Chula Vista, CA 91910**

NOTE:
 THIS DRAWING IS NOT INTENDED TO DEPICT EXACT CONSTRUCTION TECHNIQUES,
 BUT RATHER INFORM THE HOMEOWNER AS TO THE DESIRED VISUAL EFFECT, MATCHING
 FENCING MATERIALS IN OUR BAYRIDGE COMMUNITY. PLEASE CONSULT WITH A
 LICENSED CONTRACTOR OR A CONSTRUCTION REFERENCE BOOK FOR MORE DETAILED
 INFORMATION.

WOOD FENCE



COMPLAINT FORM
BAY RIDGE HOMEOWNERS ASSOCIATION

c/o The Paul Miller Company, 272 Church Avenue, Suite 4, Chula Vista, Ca. 91910

Date: _____

Name of Alleged Violator: _____

Address of Alleged Violator: _____

DESCRIPTION OF VIOLATION (specify rule, regulation, restriction violated):

Date, Time, Location of Violation: _____

Additional Facts or Comments: _____

COMPLAINANT: THE UNDERSIGNED HEREBY AGREES TO TESTIFY AT A HEARING BEFORE THE BOARD ON THE ABOVE COMPLAINT.

SIGNATURE NAME (Print)

ADDRESS: _____ PHONE _____

**NOTICE OF NON-COMPLIANCE
BAY RIDGE HOMEOWNERS ASSOCIATION**

c/o The Paul Miller Company, 272 Church Avenue, Suite 4, Chula Vista, Ca. 91910

LOT NO: _____

Dear Homeowner:

Your Homeowners Association has the responsibility to the membership to assure that all residents and guests comply with the Bylaws, Covenants, Conditions and Restrictions and Rules and Regulations governing Bay Ridge. The Board has received a written Complaint regarding a possible violation of the governing documents as follows:

The Association hereby requests that you correct the violation(s) as soon as possible.

Unless within fifteen (15) days of the date of this letter you either correct the above violation or date, sign and deliver the enclosed "Notice of Defense/Request for Hearing" to the Board of Directors, the Board may proceed upon this matter without a hearing, and you will have thus waived your right to a hearing. You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and address of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact The Paul Miller Company.

Please be aware that the Board has the power to fine you, suspend your privileges as a member of the Association, correct this violation at your expense and even sue you for continuing violations of this kind.

Thank you, in advance, for your anticipated cooperation. Your Association takes no delight in sending this type of correspondence but has an absolute duty to do so on behalf of the entire community.

Sincerely,

**NOTICE OF HEARING
BAY RIDGE HOMEOWNERS ASSOCIATION**

c/o The Paul Miller Company, 272 Church Avenue, Suite 4, Chula Vista, Ca. 91910

Date of Notice: _____ LOT NO: _____

Dear Homeowner:

In order to fairly evaluate an alleged violation of the governing documents, a Hearing has been scheduled before the Board of Directors.

Accordingly, please be advised that the Hearing has been set as follows:

DATE: _____

TIME: _____

PLACE: Bay Ridge, Poolside

The purpose of the Hearing is to evaluate all information concerning the alleged violation, to make a determination as to whether a violation exists, and if so, what, if any, disciplinary action will be taken. The Hearing will be conducted in accordance with the adopted Rules Enforcement Procedures of the Association. You have the right to, but need not, be present at the Hearing. Failure to appear may result in a finding against you by default. In any event, should the Board find against you, disciplinary action may be taken including assessment of fines, or the turning over of the matter to an attorney for processing up to, and including, litigation seeking injunctive relief. If appropriate, fines can be levied up to \$250 per violation.

If you have questions, please contact The Paul Miller Company at (619) 427-5011.

Sincerely,

Board of Directors
Bay Ridge Homeowners Association

Enclosure: Notice of Defense

cc:

NOTICE OF DEFENSE

BAY RIDGE HOMEOWNERS ASSOCIATION

c/o The Paul Miller Company, 272 Church Avenue, Suite 4, Chula Vista, Ca. 91910

RESPONDENT: _____

ADDRESS: _____ LOT NO _____

PHONE: _____ (Home) _____ (Work)

NATURE OF COMPLAINT: _____

_____ I object to the Complaint on the following grounds (be specific):

_____ I admit to the Complaint as follows:

To the Respondent:

In responding to the complaint against you, you are advised that:

1. You have the right to attend the scheduled hearing and be heard in response to the allegations against you.
2. You may object to the complaint on the grounds that the complaint does not state any acts or omissions upon which the Board may proceed.
3. You may object to the form of the complaint on the grounds that it is indefinite or uncertain to the extent you cannot identify the violating behavior or prepare your defense.
4. You may admit to the complaint in whole or in part.

Please attach any supporting evidence or statement you wish to submit to the Board for its consideration at the Hearing. This Notice of Defense must be filed with The Paul Miller Company at least seventy-two (72) hours prior to the Hearing. At the Hearing you are entitled to be present and to be heard in response to the allegations of the complaint.

The Board of Directors

EXHIBIT H

NOTICE OF DECISION AFTER HEARING

BAY RIDGE HOMEOWNERS ASSOCIATION

c/o The Paul Miller Company, 272 Church Avenue, Suite 4, Chula Vista, Ca. 91910

LOT NO: _____

Notice is hereby given of the Decision After Hearing by the Board of Directors:

Date of Hearing: _____

Complaint Heard: _____

DECISION by a majority of the Board determined:

_____ The Complaint is not a Violation of the governing documents.

_____ The Complaint is Valid and a Violation of a governing document. Based thereon, a majority of the Board voted to impose the following sanction(s)

SANCTION:

If the violation(s) is not corrected within 30 days of this notice, the Board at its option may continue to impose the sanction, without further notice or Hearing, until the violation(s) is corrected or the maximum fine is imposed.

Board of Directors
Bay Ridge Homeowners Association