La Jolla Village HOA, Inc.

Southpointe

8286 Via Mallorca La Jolla, Ca. 92037-2934 (858) 457-2120

Rules and Regulations – June 2024

A. Introduction

1. A Unit includes the space contained within the finished surfaces of the perimeter walls, roof, windows, and doors.
2. Common Area is everything within our HOA Community that is not located within a Unit.
3. Patios and balconies are Exclusive Use Common Areas.
4. The La Jolla Village Homeowner's Association, Inc. – Southpointe's CC&Rs, as amended in 2004, outline the maintenance and repair responsibilities of the Association and the Owners respectively.
5. All modifications are the responsibility of the current and future owners to maintain.

B. Architecture and Landscaping

1. A written architectural request may be made using an "Application for Architectural Change" form which can be obtained from the Association office or the property management company.
2. Architectural approval letters are proof of the Board's approval and should be kept as part of your permanent document files.
3. Prior written approval of the Board is required for alterations to a unit that involves structural modifications, increases in the number of bedrooms, increases in the size or number of doors, and / or any window changes.
4. Prior written approval of the Board is required for the installation of:
   a. Skylights or Sola-Tubes
   b. Rain gutters
   c. Spas in patios
   d. Patio covers
   e. Central air conditioning
   f. Any new permanent attachments (lights, mailboxes, etc.) to exterior walls, (siding or stucco), doors, wooden eaves, roofs, fences, balcony and its railings and wood beams.
   g. Window Replacement
5. All new window installations are to be non-grid. Black, Dark Brown or Bronze colored frames may be aluminum or vinyl. No exterior white frames are allowed. Window replacement SHALL NOT go over the wood frame. This is necessary to allow for wood replacement in the future. Replacement windows must be of a similar style and color as original windows.
6. Wind chimes, bird feeders, and plants in saucers (under 15 lbs.) may be hung from removable hooks (5/16" or smaller) on beams (not above walkways).
7. The following is always prohibited:
   a. Patio storage sheds visible from the Common Area
   b. Metallic foil covering the windows
   c. Window air conditioners
8. After approval of the Architectural Committee and then the Board of Directors:
   a. Central air conditioning may be installed, but the condensing unit must be installed in the unit's patio, not Common Area, and must be placed as remotely as possible from other units' living areas. Owners are responsible for correcting any unreasonable noise that may inconvenience neighbors.
   b. No more than two (2) skylights or Sola Tubes (or combinations thereof) will be authorized on any roof slope of a given unit. The frames of standard skylights shall be bronze or dark gray and the transmitting area shall be tinted smoky gray or bronze.
   c. Spas may be installed, but they must be located entirely within the patio. The piping shall not intrude into the Common Area, and they are not to be discharged into the common area.



Rules and Regulations – June 2024

   d. Patio covers may be installed but must be of wooden slatted construction and shall be stained or painted to match the building's trim or fence. All new patio covers must be free-standing. After installation, the owner is responsible for maintaining the same good condition and removing dead vegetation.
   e. Patio covers are not allowed to be attached to the buildings or fences and are not allowed to have solid coverings placed on them.
9. Windows and screens are the responsibility of unit owners and must be kept in good repair.
10. Screen/Security doors may be installed but should be finished in bronze, dark brown, black, or the color of their front door or door trim. Screen doors must be maintained in good repair and not left open.
11. Patio lights must be installed in a way to not shine into adjacent units.
12. Patio flooring must maintain a minimum of 1% positive drainage away from the building foundation. Water must be directed towards the patio drains. Patio decking must not cover crawl space venting.
13. Patio drains may not be covered and must be kept free-flowing and operational by the owner.
14. Holiday decorations must be removed within fifteen days after the holiday. Exterior decorations requiring electricity must be manufactured for exterior use and the electrical outlet used must be a G.F.C.I. outlet.
15. Working smoke detectors and carbon monoxide detectors must be maintained in all units.
16. Please refer to the Satellite Dish Policy for information on satellite dishes.
17. Furniture placed on balconies and patios must be made for outdoor use. No upholstered or indoor furniture is allowed. All furniture and items on balconies or patios must be maintained in good appearance and condition. Balconies and patios may not be used for storage.
18. Improvements in the patios are the property of and responsibility of the owner. The Association paints the top rail and the exterior of fences. Residents are responsible for painting the interior of the fences. Nothing shall be placed on the top of fences or hung-over fences into the Common Area. Plant material or ivy is not allowed to be attached or grown to the fence.
19. Plants in patios, porches, or on balconies should be disease-free and maintained. Watering systems may be installed so long as they do not leak, create runoff, allow over-spray to neighboring patios, or cause damage to balconies, the Common Area, or structures.
20. Shrubs, trees or other plantings may not be added, removed, or transplanted in the Common Area by owners or residents. No items shall be placed in the common area landscaping without written permission.
21. No owner or resident shall infringe upon, alter, landscape, obstruct or damage the Common Area in any way. No new structure may be built upon the Common Area, and no existing structure may be modified or removed.
22. Plants on balcony decks must be placed in saucers on stands or trolleys so that water does not sit on the deck. Please ensure positive drainage. Trees on balconies may not be taller than the roof and must weigh no more than a total of 50 lbs. No carpets or other coverings which retain moisture may be placed on balcony decks. Plants may not be placed on top of balcony railings. Plants may be placed in hangers, not permanently attached to the railings.
23. In patios, plants with invasive roots are prohibited. Patio plants and shrubs must be trimmed to the vertical fence line. Patio trees must be maintained at least five feet away from a chimney top.
24. Exclusive use Common Areas (balconies and patio) and Common Areas (walkways, steps, driveways, and greenbelts) may not be used for storage.
25. Tiki torches and outdoor wood fires have the potential to start fires and are not allowed on balconies or within your exclusive use common area patios or in any common areas. Burning wood, paper, or anything else that creates fire-hazardous embers is not permitted outdoors or in the Exclusive Use Common Areas.

26. Propane devices are permitted within defined limits. Propane fire pits/tables/heaters are permitted if guards are in place, and they can be maintained at least ten (10) feet or more from the nearest building or vegetation. Residents are to use good judgment and follow the manufacturer's specifications for proper, safe use.
27. Barbecues are permitted if they are 3 feet away from the nearest building or vegetation while in use.

C. Pets

1. All dogs must always be maintained on a leash, not staked, or tied, when in the Common Areas.
2. Pet owners must clean up and remove all pet waste from Common Areas and their patio areas.
3. Pet owners must not allow pet waste to accumulate in patios. This is a major source of rodents and will be strictly enforced.
4. No animals are permitted in the pool/spa areas.
5. A maximum of two (2) dogs or cats per Unit are permitted. Aggressive breeds, including but not limited to; Pit Bull, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Miniature Bull Terrier, American Bulldog, Dogo Argentino, or Alpha Blue Bull Dog, or other known aggressive breeds are not permitted at any time in the HOA Community.
6. Allowing a pet to make a noise that disturbs other residents is prohibited.
7. Keeping or breeding of animals in units for any commercial purpose is prohibited.
8. All San Diego County and City Ordinances regarding animals are specifically made a part of these Rules and Regulations as if printed in full.

D. Pool and Spa Facilities

1. **NO LIFEGUARD IS ON DUTY AT ANY POOL OR SPA**. Life rings and rescue hooks are for emergency use only. All persons using the pools/spas do so at their own risk.
2. Pool hours are 7:00 am to 10:00 pm, 7 days a week. Pools 2 and 3 are only heated seasonally (May through November and thereafter the areas are closed.)
3. **All persons under the age of 14 using the pool and spa facilities must be accompanied by a Resident 18 or older.**
4. No glass containers are allowed in the pool/spa areas.
5. Pool/spa users must always be attired in proper swimwear. Street clothing is not allowed in the pools or spas.
6. Radios, portable televisions, or similar equipment may be used in the pool/spa area only with earphones or headphones. Please observe proper cell phone etiquette.
7. No barbeques or cooking is allowed in the pool/spa areas. All pool/spa users must clean up their beverage containers, wrappers, papers, etc.
8. No running or diving is allowed in the pool/spa areas; however, the pool/spa facilities are for the use and enjoyment of Residents and guests. A reasonable amount of noise is allowed during pool hours.
9. Large floating objects such as lounges, rafts or boogie boards are not allowed in the pools/spas. Smaller floating objects are allowed so long as they do not interfere with the pool use by other residents and their guests. Owners and/or Renters must accompany their guests when guests use the facilities.
10. Scuba tanks are not permitted in the pools/spas or the adjoining areas.
11. Objects not designed for pool use, such as keys, coins, rocks, marbles, fishing weights, metal hairpins, hair clips, etc. are not allowed in the water.
12. Gates to the pool/spa areas must always be kept closed and latched. Access to the pool/spa enclosures is by key only. Do not let other people in the pool areas or leave the gate ajar.
13. Any person within the pool/spa enclosures must be accompanied by an owner or resident and should be prepared to demonstrate authorization by showing an Association pool key. Limit 4 guests per Unit.

14. Destruction or vandalism of pool/spa property, including chairs and lounges, will be investigated and the Board will collect reasonable charges from owners for necessary repairs or cleaning resulting from residents and / or their guests or invitees.
15. Climbing the fences and walls around the pools/spas is prohibited and is considered Trespassing.
16. No smoking in the pool/spa areas.
17. No towels may be hung over fences or railings.
18. Persons with open sores or cuts may not use the pool or spa. Individuals with diapers are not allowed into the pool or spa.
19. Riding bicycles, skateboards, and roller skates is prohibited in the pool/spa areas.
20. No bubble soap or any other chemical may be used in the pools or spas.
21. The lost key replacement charge for the spa/pool areas is $50.00.

E. Trash

1. Residents should be familiar with the trash pickup days. Scheduled trash pickup is presently every Monday, this includes Trash, Recycling, and Green Waste containers. If Monday falls on a holiday, the trash pickup will be the next day.
2. Only unmodified issued trash containers may be used. All trash must be placed within those containers, or it will not be picked up and you will be subject to a fine by the HOA.
3. Trash cans may not be placed in the Common Area until 6:00 pm on the day preceding pickup. Trash cans are to be removed from the Common Area on the day of pickup. Trash cans must be stored within the Unit's garage or patio area. They are not permitted to be stored in Common Areas including the walkways and garage aprons.
4. Trash cans are to be placed in a manner to avoid having them hit roofs, balconies, or trees when the cans are hoisted vertically by the trash trucks.
5. For items that cannot be picked up by the trash disposal service, residents should transport such items to the city dump site or residents should call a removal service and only place such items outside on the day of pick-up.
6. Trash cans are to be identified by the unit's address to be placed on the cans by the Owner or Renter.
7. You must consult your neighbor before using their trash and or recycle bin(s).

F. Streets, Parking and Garages

1. A 15-mile-per-hour speed limit is to be observed on all Association's streets.
2. Parking is only permitted within marked parking stalls and areas. Vehicles must be able to be parked entirely within the marked spaces.
3. There are no reserved parking spaces.
4. Parking is limited to 96 continuous hours in all marked spaces. A citation will be issued after 72 hours, then towed if not removed within 24 hours of receiving the citation. Vehicles that exceed the parking limit are subject to towing at the vehicle owner's expense.
5. Vehicles parked in a marked RED fire lane will be towed without notice.
6. Parking on garage aprons is allowed only if the entire vehicle can be parked at a right angle (heading straight in) to the garage and not blocking the sidewalk or street. Vehicles that extend beyond the apron onto the sidewalk, gutter, or street are subject to towing at the vehicle owner's expense.
7. Stopping and parking for brief periods (no more than 30 minutes) for loading and unloading is permitted if it does not impede normal traffic or pedestrians. The vehicle must be moved promptly when loading/unloading

is finished. A driver must be available to move the vehicle immediately if needed for passage by other vehicles or emergency services. Parking lights and flashers must be used appropriately.

8. All vehicles entering the Community and / or parked in the Common Areas must be fully operable have current registration tags, license plates (or proper permit from DMV), and be properly insured.
9. All vehicles must be parked in the direction of the traffic flow and / or within parking stalls.
10. No parking in any area marked as reserved for construction or other work to be done by the Association.
11. Posted traffic signs must be obeyed. Vehicles must make a full stop at street intersections posted with a Stop sign.
12. Garage doors must be kept closed when the garage is left unattended.
13. Boats, commercial vehicles, trailers, campers, recreational vehicles, or other vehicles (not regularly used as general transportation) may not be parked, stored, or maintained in the Common Area spaces.
14. Vehicle maintenance is prohibited in Common Areas, including on garage aprons. Minor repairs are permitted within garages providing there is no use of inflammables, brake fluids or ATF oils.
15. Storage and use of flammable or otherwise hazardous materials must be kept to a minimum and not exceed regular household use. Nothing shall be done or kept in any Unit or in the Common Area that will increase the rates of insurance and/or cause the cancellation of insurance for the Association or other units or be considered a “fire hazard”.
16. Moving pods may not be stored on Association streets, garage aprons, or common areas overnight. They can be used if they are moved in place and removed the same day and are never to block garages or street access.
17. No one may block or impede vehicular or pedestrian access on the streets. For safety reasons, no one may engage in any recreational activity on the streets which has the effect of blocking or impeding traffic. It is the responsibility of all residents to be aware of the risks of conducting or permitting recreational activities in areas used by motor vehicles, and you assume the risks inherent in doing so. The Association assumes no responsibility for bodily injury or property damage arising out of the actions of owners, tenants, and their family members on the streets.
18. Illegally parked vehicles are subject to being towed at the owner’s expense without prior notice. In addition, owners of units may be subject to fines and/or any other remedies allowed by law as determined by the Board of Directors.
19. Parking on the grass areas is not allowed.

G. Owners’ Responsibilities

1. All owners must complete a Residency Update form (in the office) or the Homeowner Tenant Registration form (online), to collect unit emergency contact information including names, pets, vehicles, phone numbers, and e-mail addresses, especially for every renter. This information must be updated when changes occur. Owners must register their tenant’s information with the Association office within 15 days of the executed Lease or Rental Agreement.
2. All leases or rental agreements must be in writing and must contain the following clause: “The terms of the agreement are subject in all respects to the provision of the CC&Rs, By-Laws, and the Rules and Regulations of the La Jolla Village Homeowners Association – Southpointe, and failure to comply with such terms will subject the owner to fines and/or other actions or both.” This would include suspension of rights (pool use) for their tenants for unpaid fines.
3. Owners are to provide their tenants with a copy of the Rules and Regulations. It is recommended that they do such annually as they are subject to change. Copies are made available through the Office or the Property Management Company.

4. No lease or rental agreement shall be for any period less than thirty (30) days. No unit may be leased for hotel or transient purposes involving hourly or daily occupancy.
5. Owners are liable to the Association for the behavior of their guests, tenants, invitees, and family. Owners will be assessed fines for any violations of the governing documents that are committed by the owner's guests, tenants, or invitees, and/or pets.
6. Owners are liable to the Association for all damages to the Common Area or other Association property that are caused because of negligence or willful misconduct of the owner, the owner's guests, tenants, or invitees.
7. Units may be used only for residential purposes and in conformity with City of San Diego zoning restrictions. Allowable incidental home businesses are those that cannot be heard, seen, or smelled by anyone outside the unit. No unlawful use shall be made of any unit. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.
8. **Partial subletting is prohibited**. Under Section 5.3.4 of the CC&Rs, leases and rental agreements must be for the entire Unit and not merely parts thereof, unless the owner remains in occupancy. Tenants, lessees, and/or other non-owner residents are not allowed to rent, lease, or sublet the Unit or any part thereof.

H. Miscellaneous

1. Residents and guests are not permitted to make loud and/or persistent noise, vibration or odor that will unreasonably annoy or disturb the occupants of other units, nor do, or permit anything to be done, that will unreasonably interfere with the rights, comfort, or convenience of other occupants, whether caused by humans, machinery, pets, vehicles, or electronic amplification. Noise may not exceed 75 decibels between 7:00 am and 10:00 pm and may not exceed 65 decibels between 10:01 pm and 6:59 am.
2. Construction or carpet cleaning noise is prohibited between the hours of 6:00 pm and 8:00 am.
3. No clothes, sheets, blankets, or laundry of any kind shall be hung or displayed on the outside of windows or balconies. If hung in the patio, items must not be visible from the Common Area.
4. An owner may place a sign inside the unit window advertising its sale or lease; however, the sign must be removed promptly after the unit is sold or leased. An owner may place a sign inside their unit window advocating for or against a candidate or ballot proposition, however, such sign must be removed within one day after the election. Signs may not exceed 18 inches by 24 inches. Signs may not be attached to balconies, fences, or other portions of the common area.
5. It is a breach of these rules to refuse to comply or interfere with a Property Attendant in the enforcement of these rules.
6. Owners may appeal the imposition of these rules by submitting a written request to the Board of Directors.
7. Residents may not harass or interfere with the work of any Association employee, property management employee, Association contractor, or Board member.
8. Any Association employee, property management employee, Association contractor, or Board member experiencing or witnessing harassment may submit a written complaint to the Association Board, directly or through the property manager, identifying themselves and the time, date, location, and nature of the incident. Due to the need to investigate and remedy harassment complaints, they may not be anonymous, and confidentiality cannot be guaranteed.
9. Resolution of disputes between homeowners – The HOA Board will enforce written rules and regulations when adequate evidence of violations is available (e.g. written testimony by independent witnesses, photos from property attendant, door-bell cameras, etc.) however if issues between homeowners (including their tenants) are not adequately resolved through warnings, hearings, and fines, the HOA Board may require homeowners to submit to Board-approved professional, independent conflict resolution and mediation at the homeowners' joint expense.

10. Cultivation of Marijuana - Notwithstanding California law, the cultivation, distribution, and/or sale of marijuana (including edibles) is prohibited in all portions of the Community.
11. Clubhouse Use – The La Jolla Village – Southpointe Clubhouse is available for use by homeowners with their guests with prior reservations and a small cleaning deposit of $100. The clubhouse may not be used for any commercial or business purpose(s) including, but not limited to, commercial or business soliciting, promotion, or meetings, whether a fee is charged to attendees.

I. Utilities

1. Sub-metered water will be billed directly to the Unit's Owner, for consumed water usage at the unit. The Owner will bear the responsibility of paying in a proper and timely fashion, as prescribed on the billing statement. Any delinquency of payment will be subject to late charges and fines as prescribed for any other delinquency or late charge payments to the Association for assessments.
2. All inquiries or concerns (other than water leakage) are to be made directly to the submetering company. Please contact Management should you require contact information.
3. Late Notices with Late Fees will be charged an additional $15.00 and if taken to collections an additional charge of $25.00 plus Attorney Fees, if applicable, and Court Costs. Returned Checks will incur an additional charge of $35.00 for the returned item regardless of cause.
4. Homeowners are responsible for their guests, tenants, invitees, contractors, and individuals hired by owners, and should damages occur to a sub-meter directly or indirectly by such individuals, the owner will be held financially responsible for such damages. This includes wrapping hoses around the water meter piping.

J. Drones

1. A "drone" is intended to be broadly defined as an unmanned aircraft or flying or aerial machine without a human pilot on board, including remote-controlled airplanes, quadcopters, balloons, helicopters, and/or similar aircraft or airborne device(s) that the Board may determine, at its sole discretion, a "drone."
2. No one may operate or authorize the operation of a drone on or in the La Jolla Village – Southpointe common area (including the exclusive use common areas), or otherwise enter the airspace above any portion of the common area and exclusive use common areas with a drone. Drones may be operated inside a Unit's boundaries. Prohibited use of drones includes, but is not limited to, the recreational/hobby use of a drone in the common area, and authorizing/allowing/hiring a person or entity to use a drone to take, from the common area, marketing photos of a Unit for sale or lease.
3. To the extent that the requirements of any federal, state, or local law or regulation should supersede the Association's drone rules, those provisions of the rule not in conflict with those laws or regulations shall remain in effect.

K. Solar Panel Installations

See Attachment "A" solar policy.

L. Short-Term Rentals

1. Short-term rental is defined as (1) renting or leasing a Unit for thirty (30) days or less under Section 5.3.4(c) of the CC&Rs; (2) soliciting or advertising a Unit for rent, lease, or occupancy for a period of thirty (30) days or less; and/or (3) using a Unit for transient or hotel purposes wherein lodging or sleeping amenities are provided and amenities or services including, but not limited to, cable, internet, cleaning and/or linens are provided, for thirty (30) days or less.

2. No Owner may advertise any Unit for rent, lease, or occupancy without identifying that the Unit is located within La Jolla Village - Southpointe by including the phrase “La Jolla Village - Southpointe” in the advertisement or posting. The advertisement or listing must also state “Minimum 30-Day Rental Required.” Internet, print, and other types of advertisements for short-term leases or rentals within the community shall be deemed proof of a violation(s) of the rental or leasing restrictions in the governing documents. It shall be the Owner’s responsibility to provide the Board or management with the following proof that he or she is not in violation of the same: A copy of the signed lease or rental agreement covering the period in question that explicitly states a lease or rental term of no less than thirty (30) days.
3. Rental of Entire Residence: Under Section 5.3.4(b) of the CC&Rs, all leases or rental agreements must be for the entire Unit and not merely parts thereof, unless the Owner remains in occupancy. Rental, leasing, letting, or subletting any portion or portions of a Unit (i.e., less than the entire residence) is prohibited unless the Owner remains in occupancy. The Board may require reasonable proof of occupancy, including but not limited to, recent bills, vehicle registration, or driver’s license.
4. Penalties for Rental Violations: Fines for rental violations may be levied by the following schedule. Fines may be imposed promptly or held in abeyance pending conditions or required action by the Owner. Violations or potential violations of these rental rules are subject to immediate notice of hearing without a warning notice, at the Board’s or management’s discretion. The fines in the fine schedule may be imposed per violation and not per month that such violations occur. Violation(s) of the rental rules are subject to any combination of the following:
    a. A $1,000 fine for the first violation; a $1,500 fine for the second violation, a $2,000 fine for the third and subsequent violations.
    b. Daily fines for $25/day until the violation is corrected.
    c. Suspension of the member’s membership rights for up to 30 days (or other time frames in the CC&Rs), including the right to vote, run as a candidate for director, and right to use the Common Area facilities. Any suspension of Common Area privileges extends to the residents, family members, guests, tenants, licensees, and/or invitees of a Unit; and/or
    d. A lawsuit for injunctive relief.
5. Please note that an Owner will not be called to additional hearings for certain persistent, continuing, and uninterrupted violations. Instead, the Owner may be fined daily, by the Association’s Fine Schedule, until the violation is cured. These penalties will be imposed after notice and hearing. The Board has determined the proposed fine schedule is reasonable and justified because other homeowners’ associations have similar fines for short-term rental violations, and this fine amount is sufficient to act as a deterrent to improper renting of the Unit, which is the purpose of fines in a community association.

M. Unapproved Architectural Upgrades

1. "Architectural Rules" means the Rules and Regulations regulating modifications and alterations to the Units and Common Area adopted by the Board under Section 7.5 of the CC&Rs.
2. Penalties for Architectural Violations / Unapproved Architectural Upgrades: Fines for architectural violations may be levied by the following schedule. Fines may be imposed promptly or held in abeyance pending conditions or required action by the Owner. Violations or potential violations of Architectural rules are subject to immediate notice of hearing without a warning notice, at the Board’s or management’s discretion. The fines in the fine schedule may be imposed per violation and escalate if not remedied.
    a. A $500 fine for the first violation; a $1,000 fine for continued non-compliance after 30 days, and a $2,000 fine for every 30 days that the violation is not remedied.

b. Suspension of the member's membership rights for up to 30 days (or other time frames in the CC&Rs), including the right to vote, run as a candidate for director, and right to use the Common Area facilities. Any suspension of Common Area privileges extends to the residents, family members, guests, tenants, licensees, and/or invitees of a Unit; and/or
c. A lawsuit for injunctive relief.

3. For this rule, a "persistent, continuing, and uninterrupted violation" is an ongoing, rather than repetitive, violation. It is a violation that remains substantially unchanged until corrected by the Owner. (e.g., unauthorized architectural alterations).

La Jolla Village HOA, Inc.

Southpointe

8286 Via Mallorca La Jolla, Ca. 92037-2934 (858) 457-2120

Rules and Regulations – June 2024

ALL RULES VIOLATION COMPLAINTS MUST BE IN WRITING TO THE ASSOCIATION, NO EXCEPTIONS.

Offense and Fine Schedule

First Offense

- A Warning Letter will be sent, and
- A Board Hearing will be held and a
- A $300 fine may be imposed per violation.

Second Offense

- Board Hearing for a second violation of the same or similar rule within one year of the last violation.
- A $ 500 fine may be imposed per violation.

Third Offense

- Board Hearing for a third violation of the same or similar rule with one year of last violation
- A $750 fine may be imposed per violation.

Fourth Offense

- Board Hearing for 4th and subsequent violation(s) of the same or similar rule within one year of the last violation.
- A $1,000 fine plus $300 additional may be imposed per offense of like type.

In addition to any fine levied, the Board shall impose additional sums totaling the actual cost to the Association for legal or administrative expenses to repair the Association property or to correct the violation and damage to the property.

A $50 administration fee will be imposed on top of all chargeback amounts to homeowners resulting in violations or other reasons that cause the Association to pay for common area repairs from damages caused by homeowners, their tenants, invitees, or vendors they hire.

Owners Who Rent or Lease their Unit(s)

1. $100 fine to owners who do not have proof of delivery of the Rules and Regulations to occupant renters or leases. Please sign below and return to the onsite office showing that you have given these Rules and Regulations to your tenant(s).
2. $100 fine to owners who have not notified the HOA or filled out a Residency Update Form of current renter occupants as they rent or re-rent their unit(s).

Acknowledgment of Receipt by Owner or Tenant

Print Name	Address
Signature	Date

ATTACHMENT "A"

SOLAR ENERGY SYSTEM INSTALLATION POLICY

The Board recognizes there may be member interest in installing solar energy systems within the community. Since these systems by nature must be installed outside the Unit (*i.e.*, in the Common Area), the Association has adopted this policy to aid members in developing their solar projects within Association expectations.

These Solar Energy System Guidelines ("Guidelines") constitute reasonable restrictions on the installation of solar energy systems pursuant to Civil Code § 714.1, and apply to the installation of solar energy systems.[1] Solar energy systems may be installed on the roof of the building where the Owner's Unit is located in accordance with these Guidelines.

It is critical to ensure that any installation of a proposed solar energy system is done in a manner that best preserves the harmony and character of the community as a whole. As such, the establishment of Guidelines that meld energy conservation efforts with an installation that is aesthetically pleasing is of paramount importance. Through these Guidelines, the Owner-applicant is requested to install their solar energy system so as to minimize the visual impact from Common Areas and neighboring Units, while maintaining an efficient operating system. The purpose of these Guidelines is to provide Owners with standards on best practices as to both cost and energy efficiency and aesthetic aspects of solar energy installations.

1) **Approval:**
   a. Prior written architectural approval from the Association is required before any solar energy system may be installed. (CC&Rs, Article 7.) The Association may approve, conditionally approve or deny an application, which decision must be in writing. The Association may require submittal of any additional information necessary, in the Board's or Architectural Committee's discretion, to evaluate an application. The Association may propose an alternative installation that is more aesthetically pleasing.

   b. If the Board fails to provide a written response to the requesting Owner within 60 days from the date of receipt of a <u>completed</u> application,[2] the Owner may notify the Board in writing that a response has not been

[1] For purposes of these Guidelines, the term "solar energy system" refers to both solar domestic water heating systems and/or photovoltaic systems, as applicable to an Owner's request.

[2] An application shall not be deemed complete until the Owner(s) have signed a copy of these guidelines and a Maintenance and Indemnity Agreement provided by the Association.

received. (CC&Rs, Section 7.4.5.) If the Board fails to respond within 30 days of receipt of the notice, approval will not be required, unless that delay is the result of a reasonable request for additional information. The 60 days will run from the Association's receipt of a complete and satisfactory response to the request(s) for information.

c. A summary checklist of items that need to be submitted with an Owner's application is attached hereto as Exhibit A. This list may not be exhaustive and any other documents required under these Guidelines or by the Association must also be submitted.

d. No solar energy system may be installed unless and until Owner(s) have executed an Association-approved License and Indemnity Agreement, which is attached as Exhibit B. Original signatures and notary acknowledgment pages must be returned to the Association for recording.

2) **Expert Fees:** The Board may, in its sole discretion, retain an expert, including legal counsel, to review an application for a solar energy system and/or to be involved in any aspect of the approval, installation, or inspection process. If the Board finds it necessary to utilize an expert, the Owner will be responsible for the cost.

3) **Permits:** Owners shall obtain all necessary permits at their cost. A solar energy system shall meet all applicable building codes and health and safety standards and requirements imposed by state and local permitting authorities.

4) **Fire Marshall Approval:** Owners shall obtain all necessary approvals from the local Fire Marshal for the proposed installation of the solar energy system. Evidence of such approval must be provided with the application for the solar energy system.

5) **Water Heating System Standard:** A solar energy system for heating water shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agencies. The certification shall be for the entire solar energy system and installation.

6) **Photovoltaic System Standard:** A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability.

7) **Indemnification by Installer:** As provided in Civil Code §714.1(a)(4), the solar energy system installer hired by the Owner must indemnify or reimburse the Association or its members for loss or damage caused by the installation, maintenance or use of the solar energy system. Owners are solely responsible for ensuring that their solar energy system installer provides such indemnification to the Association and its members.

8) **Installation Location:**

   a. Owner must install their solar energy system solely on the roof over the building that the Owner's Unit is in, or on the roof over the garage which is immediately adjacent to the building that has been assigned to the owner for exclusive use.

   b. Solar Site Survey.

      i. The Association, in its sole discretion, may perform its own solar site survey of any building in the community and require all Owners requesting a solar energy system to abide by the survey's Equitable Allocation of usable solar roof. For purposes of this provision, "Equitable Allocation" means dividing the roof of a building amongst all Units within that building such that each Unit Owner has the opportunity to install a solar energy system that will produce a relatively equal amount of energy.

      ii. If the Association has not already obtained a solar site survey for the roof of the building where the proposed solar energy system is to be located, the Owner must provide a solar site survey showing the usable area of the rooftop (or if one or more solar energy systems has already been installed or has been approved to be installed, the portion of remaining usable roof), the proposed placement of the solar energy system, and a determination of an Equitable Allocation of the usable solar roof area (or remaining usable solar roof area) among all Owners (or the number of Owners who have not already installed or have been approved to install solar energy systems) owning Units in the same building. (Civil Code § 4746(b)(1)(A).)

      iii. The solar site survey must be performed by a licensed contractor knowledgeable about installation of solar energy systems.

      iv. The requesting Owner must abide by the Equitable Allocation assigned by the Association's solar site survey, if one is prepared, or if not, the Equitable Allocation assigned by the solar site survey submitted by the Owner, by using only the Owner's

share of the rooftop so the remainder will be available for other Owners of Units in the building.

v. Applications will be processed in the order they are received. To the extent more than one Owner desires to utilize the same area of space for a solar energy system, and to the extent the proposed solar energy systems are acceptable to the Association, the space will be allocated on a first come, first served basis.

vi. Prior to initiating litigation involving any claim, controversy, or dispute of whatever nature arising out of or related to a solar site survey or surveys, the parties must first attempt to settle any claim by mediation with the National Conflict Resolution Center unless the parties mutually agree to another approach to mediation. Demand for mediation shall be filed in writing with the involved parties and with the National Conflict Resolution Center. A demand for mediation shall be made within a reasonable time after the claim has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

vii. In the event the Equitable Allocation of the roof makes it impractical or impossible for any single Owner to install a solar energy system in his/her allotted space (i.e. there is not enough usable roof space when divided to allow each Owner of a Unit in the building to install a functional solar energy system), the Association will consider an Owner's application for the installation of a solar energy system on a greater portion of the roof than what is Equitably Allocated to that Owner if the Owner obtains the approval of each of the other Owners in that building. Such approval must be evidenced by a signed agreement that will be recorded with the County Recorder in a form provided by the Association. The applicant Owner will be responsible for the cost of the preparation of each agreement and the costs of recording each agreement. These agreements must be executed prior to the Association's consideration of the Owner's application for a solar energy system.

c. The preferred location for all solar energy systems is one that results in the least visual impact to Owners of the Association and the least destructive and/or intrusive impact to the Common Area or area(s) the Association maintains. To the extent it is consistent with the Equitable Allocation of usable roof space, if possible, roof-mounted solar panels shall first maximize the solar output of one roof line before any panels

are placed on a second roof line. If possible, non-street view roof lines should be utilized.

d. If the proposed solar energy system is not to be located on a roof, it may only be installed as approved by the Association.

9) **Installation Standards:**

a. The solar panels must not produce a significant amount of heat as to cause harm to the Common Area or other homes.

b. To the extent reasonably feasible without affecting the efficiency of the solar energy system as described in Civil Code § 714, the Owner shall install the solar and related equipment so as to minimize glare and visibility from other areas of the Association. The solar panels must have sufficient glare resistance as to not cause a nuisance to other Owners. The applicant is solely responsible for ensuring compliance with this provision.

c. Verified complaints related to reflection of light and heat from other Owners' solar energy systems may result in modifications and/or removal at the installing Owner's expense.

d. Specifications from the manufacturer must be provided for Board review.

e. Roof-mounted solar panels must be square and parallel to the roof line(s) where the panels are to be installed.

f. All solar panels and other equipment must be installed with as low a profile as functionally practical, to minimize the visual impact of the equipment.

g. The highest point of any solar energy system should be lower than the ridge of the roof where it is attached, if possible, unless otherwise approved in writing by the Association.

h. Piping and electrical connections must be located directly under and/or within the perimeter of the panel and be concealed from view from all angles.

i. The color of the panels and trim of the support structure will be limited to black, brown, gray or non-reflective metallic as provided by manufacturer. No brass, silver, or white or other colored panels will be allowed.

j. Support poles, support structures and other equipment must be painted to blend with the color of the portion of the building on which it sits.

k. Installation must be in strict compliance with approved plans. Any changes to the approved plans must be separately approved before installation.

10) **Application Requirements:** The Owner must:

a. Develop written plans to clearly identify the location of the solar energy system. These plans must include:

i. The height, width, length, color and materials of the equipment. Plans must include a black and white diagram (suitable for recording), clearly identifying the location in relation to property boundaries, and dimensions.

ii. Photos of proposed location of the installation, the proposed elevation of the array, complete with "photo shop" mock ups of the final installation where possible.

iii. Where applicable, the landscaping, lattice, roofing material, and/or other materials that will be used to make the final structure aesthetically in harmony with the community in general.

iv. The solar energy system installer's contractor's license number and proof of liability, workers' compensation, property and auto insurance information, naming the Association and its managing agent as additional insureds (except on the worker's compensation policy). Such policies must not contain an exclusion for work performed in a common interest development or condominium project, and may not contain an insured vs. insured exclusion.

v. A signed and notarized License and Indemnity agreement, with the original signatures and notary page(s) returned to the Association, in the form attached hereto as Exhibit B. Owner is responsible for the costs of preparation and recording of the License and Indemnity Agreement.

b. Notify all Owners within the building on which the installation will be located of the application. The requesting Owner must provide the Association with signatures from the notified Owners or certified mail receipts showing the notification was sent.

11) Owner's Additional Responsibilities:

a. **Maintenance, Damage, Costs:**

i. Owner covenants and agrees to pay all costs and expenses related to and to be fully responsible for the maintenance, repair, removal and/or replacement of the solar energy system, as well as any maintenance, repair and/or replacement of any portion of the Common Area or Units made necessary by the installation, maintenance, repair, replacement, use, continued existence and/or removal of the solar energy system, including, but not limited to, the maintenance, repair and replacement of the roof beneath which the solar energy system is located, other building components beneath which the solar energy system is located, water damage and/or accelerated roof deterioration.

ii. Owner further covenants and agrees to assume all responsibility for any damage to persons, property or otherwise which may result from the installation, maintenance, repair, replacement, use, continued existence and/or removal of the solar energy system.

iii. Should the Association need to inspect, maintain, repair or replace the roof or Common Area underneath any portion of the panels or system, Owner agrees to remove the improvements where necessary, at Owner's sole expense, to allow Association to perform its duties pursuant to the Governing Documents, after which Owner may replace the solar energy system at Owners' own cost, if desired, in the exact same location as previously approved.

b. **Warranty:** By mounting hardware or otherwise penetrating the Common Area roof, the existing warranty may be voided. Accordingly, Owner agrees that the solar equipment shall be installed, constructed, maintained, repaired, replaced, removed, or used in accordance with any roof warranty(ies) issued to Association, and that the costs, expenses, loss and/or damages due to any invalidation, voiding or avoidance of any roof warranty(ies) shall be the sole responsibility of the Owner.

c. **Reimbursement of Association by Owner**: An Owner shall be responsible to reimburse the Association and/or members for any and all damage to Common Area and/or Units, respectively, caused by the acts or omissions of Owner or his or her solar energy system installer arising from or connected with the installation, maintenance, repair, replacement, use, continued existence and/or removal of the solar energy system. Such damage maintenance or repair costs shall become

a part of the assessment to which the Unit is subject, after notice and hearing.

d. **Insurance:** Owner, including all subsequent Owners, shall be responsible for securing and maintaining adequate insurance for the solar energy system, including any liability arising therefrom. Owner must provide a certificate of liability insurance to the Association within fourteen (14) days of approval and annually thereafter. Association shall have no obligation to insure the solar energy system. Failure of the Association to verify compliance does not excuse an Owner's performance, and does not constitute a waiver of the Association's right to enforce compliance in the future. Failure to maintain insurance and provide evidence of such insurance on demand shall be deemed a material breach of the conditions of approval, and the Association shall have the right, but not obligation, to order removal of the solar energy system installation.

e. **Indemnification by Owner and Solar Installer:** Owner and Owner's solar installer shall defend, indemnify and hold harmless Association, and its Board of Directors, officers, members, agents and employees from and against any and all actual and/or alleged injuries, damages, judgment, liability, claims, causes of action, and/or costs (including attorney's fees), which may exist or be brought or instituted against any or all of said parties because of, or in any manner arising from or connected with the installation, maintenance, repair, replacement, use, continued existence and/or removal of the solar energy system. (Civil Code section 714.1(a)(4).)

f. **Repair of System:** Owner shall be responsible to keep the solar energy system in good maintenance and repair and otherwise maintained in compliance with the governing documents.

g. **Governing Documents:** These Guidelines are in addition to, and not in lieu of, the governing documents of the Association.

Before an application for solar energy system installation will be deemed complete for review, Owner must sign and return these Solar Energy System Guidelines and the attached License and Indemnity Agreement.

By signing below, Owner, on behalf of him/herself and any other Owners of the Unit, acknowledges that Owner has read and agrees to comply with these Guidelines.

OWNER of: _____

La Jolla Village - Southpointe Property Address

_____ _____

Print Name_____ Date

_____ _____

Print Name_____ Date

EXHIBIT "A
SOLAR ENERGY SYSTEM APPLICATION CHECKLIST

In addition to any other documentation required by these Guidelines or by the Association, an owner must submit the following documents with Owner's application for a solar energy system:

- □ Signed copy of Solar Energy System Guidelines.
- □ Signed and notarized License and Indemnity Agreement (Exhibit B).
- □ Permits for installation of the solar energy system.
- □ Evidence of approval of the proposed solar energy system from the Fire Marshall.
- □ Solar site survey showing placement of solar energy system (if the Association has not already obtained a solar site survey).
- □ Solar energy system manufacturer specifications.
- □ Plans that include:
    - Location of the solar energy system;
    - Height, width, length, color and materials of the equipment;
    - Black and white diagram of proposed installation, suitable for recording;
    - Photos of location of the installation site, proposed elevation of the array, and if possible, photo shop mock ups;
    - Any materials being used to make the final installation aesthetically in harmony with the rest of the community.
- □ The Solar Energy System Installer's:
    - Contractor's license number;
    - Proof of liability, workers' compensation, property and auto insurance information, naming the Association and Association's managing agent as an additional insured (except on the workers' compensation policy).
- □ Signatures of all Owners of Units within the building where the solar energy system is to be installed, or certified mail receipts showing such notification was sent.

*** Within 14 days of approval (and annually thereafter) Owner must provide the Association with a certificate of adequate liability insurance for the solar energy system.

EXHIBIT "B"

LICENSE AND INDEMNITY AGREEMENT REGARDING ARCHITECTURAL MODIFICATIONS TO REAL PROPERTY (SOLAR INSTALLATION)

(Attached on following pages. Remainder of this page is blank.)