

Stonebridge II

Homeowner's Association

Rules & Regulations

(This packet is effective as of
September 2003)

We suggest that you keep this booklet in a convenient place. Familiarize yourself thoroughly with it. If you rent your unit, be sure your tenant does the same.

IMPORTANT PHONE NUMBERS

ALL FIRE & POLICE EMERGENCIES.....	911
City of Chula Vista Police (Non-Emergency).....	(619) 691-5151
City of Chula Vista Fire Department (Non-Emergency).....	(619) 691-5055
S.D. Community Relations Police.....	(619) 531-1572
S.D. Fire Department.....	(619) 533-4300
Animal Control.....	(619) 691-1523
Towing Company.....	TBA

PROPERTY MANAGEMENT COMPANY

Golden State Management Group
43980 Mahlon Vail Circle, Suite 905
Temecula, CA 92592

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I. INTRODUCTION

A. Purpose of These Rules and Regulations: Condominium residency implies an atmosphere of cooperative living where the interests of the group must be taken into the consideration above the interests of the individual. Simply put, a resident (owner or tenant) must ask "If I do so and so, what effect will it have on others who live here?"

Activities at Stonebridge II Homeowners' Association are governed by California law, City and County of San Diego ordinances and by the governing documents of the Association, namely its bylaws and Declaration of Restrictions, as amended (CC&R's).

The purpose of this booklet is to provide reasonable standards of conduct, which, if adhered to, will assure all residents that safest and most pleasant living environment. Please read and retain for references.

Stonebridge II Homeowners Association does not discriminate against any person in the terms, conditions, or privileges of rental/home ownership or in the provision of services or facilities because of race, religion, color, national origin, ancestry, marital status, physical or mental disability (including AIDS), familial status, sex or other personal/arbitrary characteristics such as age or sexual orientation.

The enforcement of the Rules and Regulations rests jointly with HOA's Board and it's management company. These rules and enforcement procedures do not supersede or replace those contained in the CC&R's and bylaws. Please keep your copy of the Rules & Regulations together with your copies of the CC&R's and bylaws in a convenient location.

B. Promulgating Authority: This rulebook is promulgated pursuant to the authority vested in the Board of Directors of Stonebridge II's HOA and is subject to revision and/or amendment on accordance with said bylaws. Article II, Paragraph 2.1 of the Association's Declaration of Covenants, Conditions & Restrictions states in part: "The duties and powers of the Association are those set forth in the Declaration together with its general and implied powers of an incorporated Association under the laws of the State of California may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Declaration."

In Compliance with Civil Code Section 1363(g), the Board of Directors has adopted these enforcement policies , procedures, and monetary penalties as provided for in the Declaration and is providing them to all members of the Association.

C. Definitions:

Resident- An owner or Tenant.

Common Area- Any place outside of a Condominium/Townhouse unit and within the project boundaries.

Board- The Board of Directors of Stonebridge II Homeowners Association (HOA)

Condominium & Townhouse- will be used interchangeably throughout this Rules and Regulations packet.

Rules & Regulations

II. Living Units

A. Usage:

1. Units may be improved, used and occupied for private single-family dwelling purposes only, and may not be used for commercial, transient or hotel purposes.
2. Units may not be used in a manner which obstructs or interferes with the enjoyment of other residents by unreasonable noises, nuisance or other obnoxious, offensive or illegal activities.
3. Units may not be occupied or used for any purpose or in any manner which shall cause any structure in the Project to be uninsurable against loss by fire or the perils of the extended endorsement to a California Standard Fire Policy, or to cause any of the Association insurance policies to be canceled or suspended.
4. Nothing may be done in any Unit, Exclusive Use Common Area or Common Area which may impair the structural integrity or structurally change any building.
5. No objects, other than window coverings including draperies, blinds, verticals, decorative shutters of an exterior facing neutral color, shall be hung or displayed from Unit windows or doors. Prohibited items include, but are not limited to, bed sheets/blankets, neon signs, beer can pyramids, or other items degrading the community appearance. Window coverings shall be maintained and promptly repaired/replaced if broken or in disrepair as would be visible by the community.
6. Owners shall not store containers, park bicycles/strollers, allow accumulation of delivered articles such as newspapers in Common Areas such as sidewalks or front door landings.

B. Lease Or Rental of Condominium Unit To Tenants: The Management Company must be notified within 14 days after the execution of the rental documents and include home and work telephone numbers and license plate numbers for all tenants. Failure to do so may result in your tenant's cars being towed from their designated parking spaces, as the Management Company must be kept abreast of current residents.

It is the Owner's responsibility to assure that all Tenants are informed of and abide by these Rules, Bylaws and the CC&R's, as the Owner will be held responsible for their Tenant's actions within the common area and for any and all non-conformance of the Rules and Regulations on the tenants' part. Please make sure your current information is current with the Management Company (notify changes within 30 days of change or move-in date).

III. Maintenance

1. Unit owners are responsible for the repair and maintenance of the interior of their Unit , its glass doors and windows , and for the interior of all areas which they have the exclusive right to use.
2. Owners are also responsible for installations which service their Unit only, such as televisions wiring, plumbing, electrical and heating systems.
3. Owners shall install and maintain in good working order a smoke detector in their Unit.
4. Owners have the right, at their expense, to paint, tile or otherwise refinish and decorate the interior surfaces of the ceilings , walls, floors, doors in their Unit, provided that:
 - a. Floors shall at all times be covered by the floor tile, wood, or carpeting over a heavy duty foam pad at least 1/2" thick as required to maintain or surpass the previous level of soundproofing.
 - b. No alteration shall affect the Common Area, any other Unit of the structural portions of any building, wall or fence.

IV. Patio Area

Patios are exclusive use Common Areas, which means only the resident of the unit is entitled to *use* the area even though it *is the property of the Association*. However, as the appearance and maintenance of the patios affect the community, and the interest of cooperative living, and uniformity patios must adhere to the following rules:

1. Allowable furnishings for patios include porch furniture of a normal type designed for patio use. Items such as old furniture, recreational sports equipment (weight matinees), or any other equipment/furniture are prohibited. Patios are not intended to provided additional assorted permanent or temporary storage space but for recreational outdoor use.
2. Allowable patio accessories include plants, wind chimes, and ornamental patio decorations., Hanging or placing items on railings, other that typical items presenting no falling/safety hazard (i.e. secured plants, wind chimes, etc.). Accessories must be harmonious with the building exterior.
3. Plants, flower and shrubs used on the patio shall be properly cared for by the owner. All plant containers on patios must have drip saucers underneath. When gardening and watering, do not let debris fall or water drip onto the patio next door. Nothing may be thrown or swept from the patio in consideration of the residents living next door.
4. Clotheslines, clothes drying racks or other hanging/drying of laundry is prohibited.
5. Outdoor propane Bar-B-Ques are permitted; charcoal Bar-B-Ques are not because of the substantial fire hazard.
6. No owner may cover or enclose their patio without first receiving written approval from the Board of Directors. Any alterations made become the responsibility of the owner to maintain. Additions of awnings, canopies, blinds, shutters, fencing, and enclosures of any kind erected, placed or used on the buildings including window grills for security must all have prior written Board approval.
7. No owner shall permit, place or store any item or material on the exterior patio area of their unit which creates a hazardous or unsightly condition.
8. Repair of patio damage (other than normal wear and tear) is the responsibility of the owner, subject to approval by the Board of Directors.
9. No television or radio poles, antennae, satellite dishes, other than those originally installed by the developer of the complex, shall be constructed erected, or maintained within the complex, provided however, that the Board may approve the installation of a satellite TV which upon the submission and written approval of an application by the Architectural Committee.

V. Swimming Pool & Restroom Usage

A. POOL HOURS: The pool will be open for use by residents from 8:00am to 10:00pm.

B. POOL USE:

1. Pool use is for residents and their guests only.
2. Must maintain QUIET in pool area for consideration of tenants.
3. Guests **must** be accompanied by an adult resident (18 or older) at all times while in the pool.
4. No lifeguard is on duty, therefore children, aged 14 years of age or younger **MUST** be accompanied at all times by an adult (State Law).
5. Smoking is not permitted in the pool area.
6. Food and Glass containers are NOT permitted anywhere within the pool area (State Law).
7. Ball, water games and large flotation devices are prohibited when they interfere with others enjoyment of the pool.
8. NO RUNNING allowed.
9. A trash can is provided at the pool area. Please use it to help keep the area clean.

10. Entrance gates to the pool area must be closed and locked after entering and upon leaving (State Law).
11. Appropriate swimming attire is required for both children and adults. Please no cut-offs, T-shirts or other material that would cause the vent to clog.
12. Portable radios, CD's etc. are permitted only with the use of headphones out of consideration for the nearby neighbors.
13. No pets in the pool area.
14. Please keep all swimming pool tables, chairs, and trash in the pool area at all times.

VI. Parking

A. Allocation of Parking Spaces: Stonebridge II complex consists of 39 Units, 39 carports and 36 open "non-covered" spaces. Each Unit receives two parking spaces (with the exception of 3 complex with 1 space). Parking will be assigned as follows:

1. Each resident shall be provided two Stonebridge II Parking tags. These tags shall be displayed in the Resident's vehicle, so that visual confirmation can be made that the vehicle is authorized to park within the complex. The two stickers issued to each unit will have the Unit's deeded parking space number on them per the Condominium Plan submitted by the developer.
2. Covered Spaces: Each Resident is entitled to the exclusive use of one (1) covered parking space in accordance with the parking space assigned to each Unit under the Condominium Plan. The specific number of the covered parking space corresponding to each Unit can be located in the Condominium Plan. Because the Covered Spaces belong exclusively to the Residents, residents will only be allowed to park in their "reserved" covered space.
3. Open Spaces: In addition to the exclusive use of the Resident's covered space, Resident's will also be given an additional (1) open space (these spaces are numbered, just as the Covered Spaces are) to park their vehicles. Additional parking is available on the street.
4. Visitor Spaces: Only **ONE** (1) additional vehicle will be allowed to be registered with the Management Company (and Towing Company) and will be considered a Visitor Parking. This registered vehicle can only park on either parking space that is assigned to you. There will be no other visitor spaces available on Stonebridge II property. All non-registered visitor vehicles must park on the street.
5. There shall be no parking in the fire lanes. Illegally parked cars may be towed at vehicles owner's expense.
6. Double Parking/Obstruction of Other's Vehicles: There shall be no parking behind other vehicles or otherwise obstructing the ingress and egress of vehicles within the premises.

B. Towing of Illegally Parked Vehicles: The Association will arrange to have illegally parked vehicles removed from the premises by a towing company. Residents who wish to have an illegally parked vehicle should first notify the Parking Committee and request that a Warning Notice be given to the violator. If the offending vehicle possesses an immediate problem (e.g. by obstructing the right of way, etc.) then the Resident should contact the Towing Company directly and request that the vehicle be towed. It is necessary for the resident requesting the tow to be present during the removal. Towed vehicles can be retrieved by calling the telephone number posted on the signs displayed in the parking lot.

VII. Trash Disposal

All garbage cans and other containers must be kept concealed from view of neighboring units, streets and the common area. All rubbish, trash and garbage must be regularly removed from each unit and is not allowed to accumulate at the unit or unit the common area.

All waste disposed of must be securely wrapped or bagged before depositing into dumpsites. Trash must not be left outside the containers and large boxes must be flattened. Delivery people should be requested to remove extremely large boxes as those containing refrigerators or washing machines from the premises. Large items such as furniture, mattresses, BBQ grills, appliances, moving boxes, etc. must be disposed of by the individual resident. This also applies to all renovation debris(carpeting, appliances, fixtures, lumber, etc.).

No toxic or materials requiring special waste disposal requirements should be disposed of in community dumpsites.

VIII. Food Waste, Garbage Disposal

To avoid costly drain stoppage, please understand the importance of not putting coffee grounds, fibrous food such as celery, artichoke leaves, corn husks and cobs, onion skins, grease and similar items down your kitchen drain and/or in your garbage disposal unit. Place these items in securely fastened plastic bags before placing in the trash dumpsite. All garbage disposals must be kept in good working order.

IX. Pets

A. Residents are permitted to maintain up to two (2) small to medium sized household pets, consisting of (2) dogs, cats or other commonly accepted household pet. Generally, 50 lbs. would be considered the outside limit of what a 'medium' sized pet would be under these guidelines. Within reason, an additional number of small pets, such as caged birds or fish are permissible if kept and maintained in a Unit, provided such pets are kept for non-commercial purposes, and further provided such pets shall not in the opinion of the Board create an unreasonable annoyance or nuisance to the other residents. No pets shall be permitted to reside in the common area. No other animals shall be kept, maintained or permitted on or in the Project without the written consent of the Board. Residents are strongly encouraged to seek that written approval from the Board prior to acquiring any animal that may be in excess of the size limitations or may not be considered a commonly accepted household pet.

B. Animal owners must at all times retain control of their animals, and are not allowed to roam freely about the common areas without supervision.

C. Our community maintains a "PICK UP AFTER YOUR ANIMAL" policy. Any waste, fecal matter, or refuse deposited by animals in or on lawns, landscaping, sidewalks, or other common areas must be removed immediately by the pet owner or party responsible for the animal involved. The community reserves the right to impose fines to those violating the a "PICK UP AFTER YOUR ANIMAL" policy. Additionally, responsible parties will be billed for the cost of clean up.

X. Noise & Conduct

A. Noise and activities which disturb the quiet use and enjoyment of other residents are prohibited. Maintain a reasonable volume on televisions , radios, social activities, playing musical instruments and other possible noise sources. When in doubt, it is recommended that Residents contact their surrounding neighbors and advise them of any planned social activity which may disturb fellow Residents and seek approval in advance.

1. Resident shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons/neighbors.

2. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of 10:00pm and 8:00am.

B. Use of skateboards, roller skates, bicycles and other wheeled toys anywhere within the common areas (halls, walkways, pool areas) is prohibited.

C. Vehicle Noise: Loud, obnoxious, or defensive vehicles (vehicles with uncorked exhausts, headers, modified or removed mufflers, booming stereos, etc.) are prohibited. Residents operating their vehicles in a rude, disrespectful, or juvenile manner on the premises (Top Fuel burnouts, Rockfords, horn blaring, tire chirping, engine-revving) will not be tolerated under any circumstances.

D. Absolutely no car washing within the Stonebridge II complex and the surrounding street areas. Let's keep in mind that we want to keep our HOA water fees down.

E. For the safety of our children and residents the speed limit is 5 miles per hour within the Stonebridge II complex.

XI. Architectural Changes

A unit contemplating making any architectural change, modification, addition or improvement to their unit or exclusive use common area must first have written approval of the Board of Directors for the proposed improvement. These architectural changes include, but are not limited to, any changes to or visible from the exterior of the building, and/or changes to the interior of a unit which could affect in any way the structure of the building. Architectural improvement Application Forms can be obtained from the Management Company. Please follow Article 4.2, Review of Plans & Specifications guidelines for the process of Architectural changes since Stonebridge II HOA will strictly follow.

XII. Signs, Advertising & Solicitation

No signs, advertisements or posters may be posted in the Common Area or on any Unit without prior written approval of the Directors, except one sign of reasonable dimensions (no larger than 5x8") advertising a unit for sale or rent may be placed inside the window of a Unit. Door-to-door solicitation is also prohibited.

XIII. On-Site Personnel

Only members of the Board of Directors shall direct, supervise or assert control over on-site personnel. No resident may direct or interfere in any way with the work of such on-site personnel. If there is anything in the common area that a Resident believes needs attention, please contact that Management Company or any Director.

XIV. Laundry Rooms

Laundry rooms are open from 8:00am to 10:00pm. After using the laundry equipment, promptly remove laundry and any lint from the lint trap in the dryers in consideration of the next resident using the laundry equipment. Do not change or adjust the hot or cold faucets connected to the washers. If laundry equipment becomes inoperable, call the Management Company or any Director to report the problem.

Do not use laundry equipment to dye clothing or household linens or to wash pets. When leaving the laundry room, turn off lights, close windows and lock the doors. Residents using the utility sink in the laundry room are responsible for cleaning up after usage.

Please no sleeping in the laundry room.

XV. Safety and Security

All doors using the common area keys (pool, Restroom, laundry, Clubhouse) must be kept locked at all times. When you leave any common area facility, be sure to run out lights, close windows and lock the door or gate. No unauthorized person(s) are allowed on the premises at any time. All soliciting is prohibited. Only Board authorized persons shall direct, supervise or assert control over on-site contractors. No resident shall request personal favors or interfere in any way with the work of on-site contractors.

XVI. Enforcement

The Association, and/or any Owner has the right to enforce to Rules & Regulations. This right includes requesting the violator to cease the offending action, taking legal action against the violator and making a complaint to the Board of Directors. Section 4.14 of the Bylaws give the Board the right and power to levy fines against Owners for any breach of the CC&R's, Bylaws and Rules & Regulations.

In order to establish a uniform procedure for enforcing the provisions of the Associations CC&R's, Bylaws and Rules & Regulations, the Board of Directors has adopted the following procedures and guidelines to ensure adequate enforcement while preserving an owner's rights as a member of the Association.

A. **Enforcement Procedure:** When the Board of Directors receives a written complaint of a violation, the Board will investigate the allegation and may take action against the offending owner, which could include specially assessing, suspension of rights, imposition of fines, or instituting legal action. However, nothing in this section obligates or requires the Board to take action against an individual resident. The Board of Directors, in mailing this decision, will determine the costs and benefits of taking such action. Prior to imposition of any fine or suspension of rights, the owner shall be given notice and an opportunity to appear in person or in writing before the Board.

B. **Due Process:** Prior to the imposition of any fine or suspension of rights, the homeowner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors.

C. **Enforcement Guidelines:** Generally, though not necessarily, the Association will adhere to the following schedule:

1. **FIRST OFFENSE:** Warning letter and Request to Correct Violation (if applicable).
2. **SECOND OFFENSE:** Letter or hearing, fine, special assessment, or suspension of privileges.
3. **THIRD OFFENSE:** Letter and hearing, fine, special assessment, suspension of privileges, and/or lawsuit, and/or towing at owner's expense.

Depending on the severity of the violations, efforts by the member charged with the violation to mitigate or sure the violation, and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. Fines will usually vary from \$50 to \$200 and could be progressive if the violation is continually repeated.