

A scenic photograph of a sunset over the ocean. The sun is low on the horizon, creating a bright orange and yellow glow. The sky is filled with soft, wispy clouds. In the foreground, several dark, jagged rocks are scattered across the shallow water, which reflects the light from the sun. The overall mood is peaceful and serene.

Altamira Management Association # 1 Rules and Regulations

REVISED AND REPRINTED

APRIL 2017

A notice to all residents, homeowners and persons holding an interest in any property in Altamira Management Association #1.

Concerning All Governing Documents of the Association.

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin or ancestry, that restriction violates state and federal fair-housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (C) of Section 12956.1 of the Government Code.

The Board of Directors

**Altamira Management Association #1
Carlsbad, California, 92011**

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RULES FOR THE USE OF THE POOL AND ADJACENT FACILITIES

- 1.1 All guests are to be accompanied by an adult resident-owner or tenant when using Association facilities. Only 4 guests for each unit are permitted use of the common facilities at the same time without prior written approval of the Board. Residents are responsible for the conduct of their guests.
- 1.2 Lifeguard service is not provided by the Association. Children under the age of 14 must be supervised by a responsible adult resident-owner or tenant.
- 1.3 The pools and/or spas can be closed when there is evidence of foreign matter in the water (soap, glass, debris, etc.).
- 1.4 In order to protect all residents and guests from possible infections and prevent the spread of contagious disease, the Association encourages residents and guests of any age who are not toilet-trained or who may be incontinent to refrain from using the swimming pools and spas or to wear non-disposable swim diapers.
- 1.5 Diving is not permitted.
- 1.6 Horseplay and running are not permitted in the pool area at any time. Consideration shall be used so that others are not deprived of the use of the pool.
- 1.7 No boogie boards or large blowup floating devices allowed in the pool or spa area. No wheeled toys allowed in the pool area. Pool toys, including kick-boards no longer than 2 feet and "pool noodles" are allowed. Adults must keep all non-swimmers within eyesight.
- 1.8 Only service animals are allowed within pool area.
- 1.9 Only appropriate swimwear is allowed in pool and spa. Please remember this is a family environment.
- 1.10 No oils are permitted on persons using the pools or the spas. Water soluble suntan lotions are permitted.

- 1.11 Persons using the pools or spas are to shower in the facility provided prior to entering the water.
- 1.12 Pool area gates are to be closed and locked at all times. Hours of use are from 6:00 AM until 11:00 PM, 7 days a week.
- 1.13 No amplified music is allowed. Electrical extension cords are not to be used in pool and spa areas.
- 1.14 Each resident is responsible for the cleanliness of the pool and adjoining common area and facilities.
- 1.15 No glass containers of any type within the pool area.
- 1.16 Food may be consumed ONLY at a pool side table. Any food brought to the pool area must be precooked, pre-wrapped, and carried and stored within a closeable tote when not being consumed. Any food preparation, B.B.Q.'s et al, or food buffets are NOT permitted within the pool area.

2. PRIORITIES FOR USE OF COMMON FACILITIES

- 2.1 Altamira Management Association No. 1 (the Association) business (meetings, etc.).
- 2.2 Activities sponsored by the Association.
- 2.3 Adult resident-owner or tenant private use, provided that:
 - (1) The facility is available for the date and time requested.
 - (2) The reserved date is on a one-time basis only unless approved specifically by the Association Board.
 - (3) Association common facilities are not to be used by or for organizations or interest groups of a political, religious, or commercial nature. The facilities may be used as polling places, if requested by the County of San Diego Registrar of Voters.
 - (4) Swimming pools, spas and recreation areas may not be reserved or limited in use. Residents may use these facilities without restriction as they are not included in the reserved use of the Clubhouses. No private parties may reserve the use of the amenities listed herein

3. RULES FOR USE OF CLUBHOUSE:

- 3.1 Reservations for the private use of clubhouse facilities are to be made in advance by first contacting the Management company. Private use is subject to a request made, and approval by, the Clubhouse Committee.
- a. The Clubhouse Monitor will have 24-48 hours to reply to your request. If your request is granted, the Reservation Request form and Statement of Responsibilities form will be made available to you by the monitor.
 - b. The Clubhouse Reservation form and/or Statements of Responsibilities may be changed as needed upon recommendation of the Clubhouse Monitors and as approved by the Board of Directors, and shall take precedence over these rules in section 3.
- 3.2 Use of clubhouse is limited to the hours of 8:00 AM to 11:00 PM, and gatherings are to be conducted in a manner that will not disturb other residents.
- 3.3 Guests must be accompanied by an adult resident host when using a clubhouse or any other facility provided by the Association. Residents are responsible for the actions of their guests.
- 3.4 No animals other than service animals are permitted in the clubhouses.
- 3.5 Furniture and equipment in the clubhouses are not to be removed without permission of the Clubhouse Monitor.
- 3.6 Amplified musical instruments and music may be used within the clubhouses only with the approval of the Clubhouse Monitor.
- 3.7 The number of persons using any facility provided by the Association is limited by the Fire Marshal regulations as posted.
- 3.8 Alcoholic beverages may not be sold within the Association facilities or common areas or served to persons under the California statutory age within or on any Association facility or common area. Alcoholic beverages may be consumed in the clubhouses at each adult person's discretion and providing prior rules are herein observed.

- 3.9 Parking is not permitted in the North Park Clubhouse driveway. Temporary parking for deliveries, maintenance, or repair of common areas or facilities is permitted. Dropping off or picking up disabled persons is permitted. This driveway is a fire access easement and cannot be blocked.
- 3.10 A deposit of \$300 is required for access to a Clubhouse and kitchen; and a deposit of \$200 is required for cleaning. Two separate checks must be submitted. Users are responsible to clean and leave the clubhouse in the same condition as prior to use. Actual or reasonable amounts will be deducted from deposits to pay for loss, damage, or repairs. Activities sponsored by the Association are exempt from the deposit requirement.
- 3.11 Prior to leaving the clubhouse after use, the posted list of "Clean Up and Lock Up Duties" shall be completed, and the key left in the interior lock box.
- 3.12 Smoking or use of tobacco products is not permitted inside the clubhouses.

4. RULES FOR USE OF COMMON AREAS

- 4.1 Games shall be played in the areas designated for such activities.
- 4.2 The common area pathways are narrow by design. Priority should be given to pedestrians and persons with disabilities. Under no circumstances are bikes, skateboards, roller skates, or scooters permitted in any common areas.
- 4.3 Dogs are to be kept on a leash not longer than 6 feet and under the control of a responsible person (County Ordinance) when in the common area.
- 4.4 Defecation by dogs on the common areas is to be removed by the person in charge of the dog. Waste bags must be carried at all times when walking pets and used to pick up and properly dispose of pet waste.
- 4.5 City of Carlsbad Ordinance 21.53.084 and the Association CC&R's limit the number of (including but not limited to) dogs & cats permitted per each unit. With respect to dogs & cats, not more than three adult dogs or cats in any combination are permitted in each dwelling unit, together with

offspring under 4 months of age. Service Animals & Support Animals are exempt from this rule.

- 4.6 No swings, ropes, or other items shall be hung from common area trees or structures. No climbing on trees in common areas.

5. RULES FOR GAMES AND GAME AREAS

- 5.1 The following areas are restricted to those specific activities, unless prior approval is obtained by the Board:
- (1) Shuffleboard Court
 - (2) Horseshoe Pits
- 5.2 Use of the outdoor game areas is limited to the hours of 7:00 AM to 10:00 PM.
- 5.3 All guests must be accompanied by an adult resident-owner or tenant host when using the game areas. The resident hosts and the owner are responsible for the actions of their guests.
- 5.4 Game participation is to be conducted in a manner that does not disturb or create a nuisance for other residents.
- 5.5 Playing on designated game areas is limited to not more than 1 hour if other persons are waiting for access to the game area.
- 5.6 Residents and guests shall clean up areas after use as a courtesy to others.

6. RULES FOR ABSENTEE OWNERS:

- 6.1 Absentee owners are responsible for the actions of their tenant, and anyone else using their unit, all of whom must abide by the CC&R's, the By-laws, and the Rules and Regulations of the Association as set forth herein.
- 6.2 Absentee owners relinquish all rights and privileges to the use of recreational facilities and common areas while their tenants have access to these facilities and areas.

- 6.3 Absentee owners shall notify, within 30 days, the Altamira Management Association No. 1 when they have contracted with a new tenant. Forms for providing the required information are available from the Association management firm.
- 6.4 Absentee owners may vote in any Association election, may attend any meeting of the Board of Directors, and may be a candidate for election to, and if elected serve on, the Association Board of Directors.
- 6.5 Absentee owners may contract with tenants or private landscape contractors to perform maintenance as described in section 7.5 herein.

7. GENERAL RULES FOR COMMON AND RESIDENT AREAS

- 7.1 In accordance with the City of Carlsbad regulations, trash containers and recycling containers shall not be placed in front of residences until 6 PM of the evening prior to pick up.
- 7.2 In accordance of City of Carlsbad regulations, trash containers and recycling containers shall be removed by midnight of the day of collection.
- 7.3 Trash containers, recycling containers, garden tools, miscellaneous equipment, firewood, and other items shall not be stored in an area that is visible from the street or to neighboring residents.
- 7.4 Homeowners and tenants shall not plant any tree or shrub in any common area. You may contact the Board of Directors or the Landscape and Tree Committee to donate trees or shrubs.
- 7.5 Homeowners are responsible for the maintenance of their unit and appurtenant real property. The Association is responsible for maintenance as specified in the governing documents. Every owner is obligated to maintain, in a neat, clean, safe, and attractive condition at all times, all portions of each owner's lot. The owner shall make all repairs on such owner's lot as may be required, except for repairs to those areas which the Association is specifically obligated to maintain: such as irrigation and mowing of unit front lawns, maintenance, repair, and replacement of unit roofs, scheduled re-painting of unit exterior stucco and wood trim, excepting any addition or modification which the owner has completed.

- 7.6 No rubbish, trash, garbage, or other materials shall be kept or permitted upon any portion of: A. Common areas, or
B. Individual lots except in sanitary containers, in appropriate areas screened and concealed from view.
- 7.7 Adult resident-owner or tenant shall have the right to place only patio furniture, barbecue equipment, and potted plants upon the patio of such owner's lot. No owner shall place or store any other items on the patio without the prior written consent of the Architectural Review Committee or the Board.
- 7.8 City of Carlsbad codes and Association rules require that no building or construction be allowed within 10 feet from the rear property line.
- 7.9 No sign other than 1 sign of customary and reasonable dimensions, not to exceed 2' x 3', advertising a lot for sale or rent shall be erected or displayed upon any of said lots or upon any building or other structure hereon, without the prior written permission of the Association.
- 7.10 No cars, trucks, boats, RVs, trailers, or other motorized vehicles of any nature shall be stored, remodeled, or repaired on any driveway or lot.
- 7.11 Homeowners wishing to make changes, as permitted in the C.C.R.'s, must submit an Architectural "Request For Change" form before beginning any work on your property.
- a. Written and published rules and regulations, published on the Altamira No. 1 website, will be applied to each request.
 - b. If the request for change is approved by the Board, the approval will be valid for one year beginning on the approval date.
 - c. If work is not completed within one year of approval, a resubmission of a request for change is required.
- 7.12 Declaration of Restrictions, April 19,2002, C.C.R.'s, article 2.2.8 | specifies when air drying wet articles and laundry is permitted at Altamira No. 1. In part,
- a. No drying in yards shall be permitted unless screened from view.
 - b. No exterior clothes lines shall be erected.
 - c. No outside drying or laundering on the common area.

8. ENFORCEMENT PROCEDURES AND PENALTIES (edited 2017)

8.1 Notice and Hearing

- (A) The Association may contact a homeowner by a phone call or an in-person warning after any first offense or allegation of a violation by a homeowner or the homeowner's family, tenants, or guests. If the preceding is not possible, the Association shall contact the homeowner in writing at his/her last known address as shown in the Association's records. Since homeowners are responsible not only for their own conduct, but also for the conduct of their families, tenants and guests, the Association will initiate and direct all disciplinary procedures concerning violations to the homeowner of record who is responsible for the conduct of the violator.
- (B) No discipline shall be imposed upon a homeowner until a hearing has been held by the Board. Written notice of the hearing shall be given to the homeowner at least fifteen (15) days and not more than thirty (30) days prior to the date of such hearing by the first class or certified or registered mail at his/her last known address as shown in the Association's records. Such homeowner shall have an opportunity to be heard, orally and in writing, at said hearing.
- (C) The Notice of Hearing shall specify the nature of the complaint against the homeowner, the specific section or sections the Declaration, Bylaws, Covenants, Conditions & Restrictions, Rules & Regulations or other governing documents alleged to have been violated, the proposed discipline to be imposed, and the time, date, and place where the hearing will be held. The notice shall also inform the homeowner that he/she will have the opportunity to be heard in his/her own defense and that, at the end of the hearing, the Board will determine whether the discipline or penalty should be imposed and, if so, what the discipline or penalty will be.
- (D) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons ordinarily rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

- (E) The homeowner shall have the right to testify in his/her own behalf, to call and examine witnesses, to introduce exhibits, to rebut the evidence against him/her, and to present such oral and written evidence against him/her and argument as he/she wishes. Hearings shall ordinarily be held in executive session, and witnesses, other than the accused homeowner, shall be excluded, except during the presentation of each witness's testimony.

- (F) Unless the monetary penalty exceeds the maximum limit of the small claims court, neither side shall be entitled to legal counsel at the hearing.

8.2 Remedies of the Association

- (A) If, after a hearing held in accordance with the provisions of preceding Paragraph, the Board finds that the homeowner has failed to comply with the Association's governing documents (including without limitation, the Articles of Incorporation, By-laws CC&R's, and Rules & Regulations), the Board may, but need not, impose the following discipline:
 1. For a homeowner's first infraction the Board may suspend the homeowner's voting rights and/or rights to use the common area recreational facilities for a period of not more than one month.
 2. For each succeeding infraction, the Board may suspend the homeowner's voting rights and/or rights to use the common area recreational facilities for a up to a total period of time equal to one month plus one month for each prior infraction that the homeowner has committed of the same regulation or requirement.
 3. The Board may, in addition to or in lieu of the suspensions provided for above, impose a fine for a homeowner's first or any subsequent violation of the Declaration, By-laws, CC&R's, Rules & Regulations. The maximum amount of the fine that may be imposed shall be fixed from the time-to-time by the Board and included in a schedule of monetary penalties in the Association Rules & Regulations. Such fine may vary depending on the number of prior infractions by the homeowner and/or the severity of the infraction for which the fine is imposed.

- (B) The Board shall inform the homeowner by written notice of its decision and the discipline or penalty, if any, imposed within 10 days after the date of the hearing. In matters that may require additional deliberation, the Board reserves the right to delay its decision beyond 10 days. However, the effective date of the discipline imposed shall not be earlier than 5 days after the date of the hearing or until the receipt of the written notice of decision, whichever occurs later. A homeowner shall be deemed to have received a violation notice four business days after mailing such notice by first class mail, postage-paid.
- (C) Any action challenging the suspension of membership rights or other discipline or penalty, including any claim alleging defective notice, must be commenced within one (1) year after the date of suspension, or other discipline. In the event such an action is successful, the court may order any relief, including reinstatement, that it finds equitable under circumstances, but no vote of the homeowners or the Directors shall be set aside solely because a person was, at the time of the vote, wrongfully excluded by virtue of the challenged suspension or other discipline unless the court finds further that the wrongful suspension or other discipline was in bad faith and for the purpose, and with the effect, of wrongfully excluding the homeowner from the vote or from the meeting at which the vote took place so as to affect the outcome of the vote.

8.3 Monetary Penalty Schedule (Revised 2017)

- (A) The Board has adopted the following schedule of monetary penalties for any violation of the Declaration, By-laws, Covenants, Conditions, and Restrictions, Rules and Regulations, any nuisance activities, architectural non-compliance or any other violation:

First Offense	\$250.00 Maximum
Second Offense	\$500.00 Maximum
Third Offense	\$1,000.00 Maximum

- (B) When a violation is continuous, the Board may levy a daily fine of up to \$10.00 per day or a monthly fine of up to \$300.00 per month (or any portion of a month) for such continuous and uncorrected violations that exceed one month in length.

9.0 CALIFORNIA CIVIL CODE SECTION 1354: ALTERNATIVE DISPUTE RESOLUTION

- (A) The covenants and restrictions in the declaration shall be equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development. Unless the declaration states otherwise, these servitudes may be enforced by any owner of a separate interest or by association, or by both.
- (B) Unless the applicable time limitation for commencing the action would run within 120 days, prior to the filing of a civil action by either an association or an owner or a member of a common interest development solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than association assessments, not in excess of five thousand dollars (\$5,000.00), related to the enforcement of the governing documents, the parties shall endeavor, as provided in the subdivision, to submit their dispute to a form of alternative dispute resolution such as arbitration or mediation. The form of alternative dispute resolution chosen may be binding or nonbinding at the option of the parties. Any party to such a dispute may initiate this process by serving on another party to the dispute a Request for Resolution. The Request for Resolution shall include (1) a brief description of the dispute between the two parties, (2) a request for alternative dispute resolution, and (3) a notice that the party receiving the Request for Resolution is required to respond thereto within 30 days of receipt or it will be deemed rejected. Service of the Request for Resolution shall be in the same manner as prescribed for service in a small claims action as provided in Section 116.340 of the Code of Civil Procedure. Parties receiving a Request for Resolution shall have 30 days following service of the Request for Resolution to accept or reject alternative dispute resolution and, if not accepted within the 30-day period by a party, shall be deemed rejected by that party. If alternative dispute resolution is accepted by the party upon whom the Request for Resolution is served, the alternative dispute resolution shall be completed within 90 days of receipt of the acceptance by the party initiating the request for Resolution, unless extended by written stipulation signed by both parties. The costs of the alternative dispute resolution shall be borne by both parties.

- (C) At the time of filing a civil action by either an association or an owner or a member of a common interest development solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000.00), related to the enforcement of the governing documents, the party filing the action shall file with the complaint a certificate stating that alternative dispute resolution has been completed in compliance with subdivision (B). The failure to file a certificate as required by subdivision (B) shall be grounds for a demurrer pursuant to Section 430.10 of the Code of Civil Procedure or a motion to strike pursuant to Section 435 of the Code of Civil Procedure unless the filing party certifies in writing that the one of the other parties to the dispute refused alternative dispute resolution prior to the filing of the complaint, that preliminary or temporary injunctive relief is necessary, or that alternative dispute resolution is not required by subdivision (B), because the limitation period for bringing the action would have run with the 120-day period next following the filing of the action, or the court finds that dismissal of the action for failure to comply with subdivision (B) would result in a substantial prejudice to one of the parties.
- (D) Once a civil action specified in subdivision (A) to enforce the governing documents has been filed by either an association or an owner or member of a common interest development, upon written stipulation of the parties the matter may be referred to alternative dispute resolution and stayed. The costs of the alternative dispute resolution shall be borne by the parties. During this referral, the action shall not be subject to the rules implementing subdivision (C) of Section 68603 of the Government Code.
- (E) The requirements of subdivisions (B) and (C) shall not apply to the filing of a cross-complaint.
- (F) In any action specified in subdivision (A) to enforce the governing documents, the prevailing party shall be awarded reasonable attorney's fees and costs. Upon motion by any party for attorney fees and costs to be awarded to the prevailing party in these actions, the court, in determining the amount of the award, may consider a party's refusal to participate in alternative dispute resolution prior to the filing of the action.

- (G) Unless consented to by both parties to alternative dispute resolution that is initiated by a Request for Resolution under subdivision (B), evidence of anything said or of admissions made in the course of the alternative dispute resolution process shall not be admissible in evidence, and testimony or disclosure of such a statement or admission may not be compelled, in any civil action which, pursuant to law, testimony can be compelled to be given.
- (H) Unless consented to by both parties to alternative dispute resolution that is initiated by a Request for Resolution under subdivision (H) documents prepared for the purpose or in the course of, or pursuant to, the alternative dispute resolution shall not be admissible in evidence, and disclosure of these documents may not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.
- (I) Members of the association shall annually be provided a summary of the provisions of this section, which specifically references this section. The summary shall include the following language:

“Failure by any member of the association to comply with the prefilling requirements of Section 1354 of the Civil Code may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents.”

The summary shall be provided either at the time pro forma budget required by Section 1365 is distributed or in the manner specified in the Section 5016 of the Corporations Code. Any Request for Resolution sent to the owner of a separate interest pursuant to subdivision (B) shall include a copy of this section.

Thank you for your cooperation and your continued consideration
for your neighbors and your community.

Rules and Regulations contained herein are subject to and are hereby automatically amended to conform to any legislative act or regulation of the City of Carlsbad, the County of San Diego, the State of California, or the Federal Government of the United States or judicial decisions of the courts thereof.

These Rules and Regulations are adopted by the Board of Directors, Altamira Management Association # 1 in April 2017.

Please direct all correspondence, telephone inquiries, and notification of emergency conditions to:

The Board of Directors
Altamira Management Association #1
c/o Lindsay Management Services
6126 Innovation Way, Carlsbad, Ca. 92009