

“If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

*Presidio Park
Owners Association*

Rights and Responsibilities

*Rules and Regulations
Updated April 20, 2022*

Introduction:

Presidio Park is a unique condominium community, incorporated under the laws of the state of California, the City of San Diego and the office of Housing and Urban Development. Presidio Park is a Non-Profit Mutual Benefit Corporation, governed by the Davis Stirling Act and the Common Interest Development Act for the State of California for the betterment of owners.

As such, the Declaration of Restrictions is on file with the County Recorders office as official records of the City of San Diego and the State of California, and the Articles of Incorporation is on file with the Secretary of State in the State of California.

By virtue of owning a unit in Presidio Park, one automatically becomes a "Member" of Presidio Park Owners Association, and as a member, is legally bound to uphold the By-Laws and the Declaration of Restrictions, most commonly known as the CC&Rs.

Set forth in these pages are the RIGHTS AND RESPONSIBILITIES and RULES AND REGULATIONS of Presidio Park. They are simple explanations of the Declarations of Restrictions and rules that have been set by the Board of Directors for the safety, comfort and enjoyment of all living within a condominium community. If there are any conflicts between these documents and the Articles of Incorporation, the CC&Rs, or state law, those documents take precedence.

All owners of Presidio Park who rent their units are required to see that all tenants receive these Rights and Responsibilities and agree that they are bound by and obligated to the provisions of the governing documents; and that failure to comply shall be a default of the lease. It is the owner's responsibility to see they are complied with. As landlords, you are responsible for any tenants you may have living on the property.

The management company for Presidio Park Owners Association is:

**Property Management Consultants, Inc.
11717 Bernardo Plaza Ct. # 220
San Diego, CA 92128
858-485-9811**

The office hours are 9:00am to 5:00pm Monday through Friday. If there are any after hours or weekend emergencies, call the above number. There is an emergency number that will then be given. A property manager will be contacted, and your call will be returned. Non emergency calls will be returned the next working day.

Please, read these pages closely, and if everyone abides by them, we will live in a community everyone can enjoy.

I. Complying with the Rules and Regulations:

- A. The Board of Directors have no practical way of assuring that there is compliance with the Rules and Regulations other than through assessment of fines for infractions. According to the violation procedure and fine schedule published by the Association and made a part of these Rules and Regulations, the Board or Directors can levy fines at their discretion.
- B. Any fine placed on a unit for violation of the Rules and Regulations may not be placed on the unit until which time the owner of the unit shall have a chance to rebut the fine in writing or be heard orally before the Board of Directors. The owner will be given a written letter giving the unit owner ten (10) days to comply. If the owner does not comply, a letter will be written stating that they must attend a hearing in front of the Board of Directors to give reason why the fine should not be placed. They will be given ten (10) days notice as to the date, time and place of the hearing.
- C. If the owner of the unit to which a fine is to be levied does not appear, the fine can be automatically placed against the unit and no further discussion will be held. If the owner does appear, it is up to the Board of Directors if the fine will be placed against the unit or not.
- D. The Association must have a violation procedure and fine schedule in place before any fines can be placed.

II. Homeowners Association Dues:

- A. The only means for the Association to meet the obligation for maintenance, water, insurance and other debts owed by Presidio Park is by collection of monthly homeowner fees. The amount of the monthly fee is set by the Board or Directors based on facts presented to them for amounts due for the obligations of Presidio Park. At no time may the Board of Directors raise the monthly fees more than 20% of the budgeted annual expenses for the previous year without consent of a majority of the Homeowners nor can they place a special assessment which in aggregate exceeds 5% of the budgeted gross expenses of the Association for that fiscal year without a majority of the unit owners approving the assessment. This is in accordance with the CC&Rs and State Law governing Condominium Associations.
- B. If a monthly assessment is not received in the management office by the 15th of the month, a late fee in the amount of 10% or \$10.00 (whichever is greater) will be charged. Late assessments shall bear interest on all sums including the delinquent assessments, reasonable costs for collection and late penalties at an annual percentage rate not to exceed 12% commencing thirty (30) days after the assessment became due. Monthly statements are sent by the management company upon request. If you do not receive the statement, you are still obligated to pay the fee within the above set time limit or the late fee will be charged.
- C. The Laws set for the Condominium Associations and the CC&Rs of Presidio Park provide documentation that any unpaid assessments constitute a lien being placed on the unit. This is further explained in the collection procedures set by the Board of Directors and in conformance with corporation law for the State of California.

III. Unit Turnover / Change of Address:

- A. All homeowners are required to fill out "Information Sheet" when a unit turns over. This information is kept on file at the management office for emergency purposes.
- B. Any change of address or ownership must be reported to the management company immediately. Off site owners must report any tenant changes to the management company immediately. They must also provide current tenant information sheets that include names, phone numbers and emergency numbers. This is necessary so we can notify you in case of a problem or an emergency.
- C. Landlords are also required to provide the tenant with a copy of these Rights and Responsibilities.
- D. No Moving Trucks are allowed inside the parking area. All "Move-Ins" should be done through the front entry pedestrian gate.
- E. There is a \$50.00 move-in/move-out fee to be paid to the Association upon every turnover of a member's unit. This fee is collected to cover the expense of any damages caused to the property during turnovers. This fee shall be paid when a new "Information Form" is submitted to the management office.

IV. Common Area:

- A. Noise level shall be kept to a level that won't disturb other residents. Any type of noise that can be heard outside the unit can be deemed disturbing. This includes loud music and foul language. The use of radios or musical instruments is also prohibited in the Common Area.
- B. To protect the safety of our gated community, the front gate is not to be propped open. Exceptions can be made when residents are moving in or out of the complex or for Open Houses.
- C. There shall be **absolutely no major repairs of vehicles** within the Common Area. Emergency repairs such as flat tires and battery replacement, etc. may be done. Washing and waxing of vehicles is not allowed.
- D. Residents must keep their balconies and patios clean and free of debris. No storage is permitted on the balconies or patios, including temporary storage of trash bags. There will be no hanging of objects from the fences or railings of balconies or patios. Planters or similar objects that may fall off are not to be placed on railings, patios or walkways. Only regulation lawn and patio furniture, barbecues or plants are allowed on balconies/patios. Flower containers must be properly watered and make use of trays placed beneath to prevent overflow to areas below. All plants must be kept trimmed and dead plants are to be removed promptly. Any non-listed items must be petitioned in writing to the Board of Directors for approval.
- E. There is to be no riding of bicycles, skateboards, skates, rollerblades, motorized scooters, big wheels or similar items on the grass, sidewalks or walkways at any time. The danger of accidents is obvious. All bicycles, motorcycles and mopeds when not in use must be stored within the garage or unit.

- F. There shall be no bouncing of balls, toys or other items off the walls of the complex, not should there be any similar activity on the walkways.
- G. Each owner shall be absolutely liable to each and every resident, their families or guests for any damage to persons or property by pets kept on the property or brought onto the property by guests. **The owner shall also be responsible to the Association for damage to the Common Areas.**
- H. Parents are responsible for the actions of their children and for the actions of those persons whom the parents place in charge of their children. Damage to Association property, whether by accident, maliciousness or vandalism, will be assessed to the owner of the unit concerned.
- I. No exterior changes are allowed without prior written approval by the Board of Directors on a form provided through management (AVR). Requests shall include exact description of the change, who will be making or installing the change, where the change will take place as well as all permit and code information necessary to be in compliance with the City of San Diego. Any and all architectural changes made by a homeowner become the responsibility of the owner to maintain. Any damages that occur to the Common Area or other resident's property due to this change are the responsibility of the homeowner making the change.
- J. No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes or other items on/over railings or elsewhere in the complex.
- K. Do not dispose of cigarette butts in and Common Areas, including walkways, planters, planted beds, parking areas, or near storage sheds.
- L. It is the responsibility of the resident to properly dispose of any mail or other items delivered to them that they do not wish to keep. Mail or other delivered items left around the mailboxes are subject to violation.
- M. Drapes, curtains, window coverings, shutters or blinds visible from the Common Area or public areas must be beige, white or neutral-toned in color or so lined. No window shall ever be covered with paint or aluminum foil, however, non-reflective solar films shall be permitted.
- N. The Association shall provide all maintenance of the Common Area. In addition, the Association shall provide exterior maintenance to each unit, except for glass surfaces and patio areas, which shall be maintained by each owner in a manner acceptable to the Board of Directors. No invoices submitted for maintenance of Common Area by an owner or resident will be honored unless the work is pre-approved in writing by a quorum of the Board of Directors.

V. Pets:

- A. All residents will comply to the State of California, City and County of San Diego laws which govern the ownership of pets.
- B. No more than two (2) dogs and/or cats, in any combination, may be kept in any unit.
- C. Pets are to be kept within the confines of the living unit and not allowed to run loose in the complex. This includes dogs and cats. Any pet found loose in the Common Area can be removed to a pound or to an animal shelter. Only domesticated animals are allowed in any unit. Pets must be controlled by a leash at all times when outside of units and controlled by a person able to control the pet under any circumstance.
- D. Pets are not permitted to defecate or urinate in any Common Area at any time. In the event a pet does defecate in a Common Area, the waste must be removed promptly by the person responsible for the animal. To protect the landscaping, no animal can be tied up in a Common Area. Owner will be responsible for any damage to landscaping, including cost of replacement or damaged landscaping.
- E. Barking dogs are subject to the noise and animal control laws. No dog whose barking or other conduct disturbs other residents shall be allowed to remain on the property.
- F. There is to be no feeding of pets in the Common Area. This includes sidewalks in front of the units. There is to be no feeding of stray animals that enter the complex.
- G. All owners are responsible for the actions of any and all pets kept in the unit which they own, as well as pets of any guests.
- H. Any unit in violation of the above is subject to action by the Board of Directors, to include monetary penalties.

VI. Parking:

- A. Parking spaces shall be used to park automobiles, standard size pickup trucks or standard sized vans, provided that such vehicles may be fully contained therein and not interfere with the reasonable access to adjacent parking spaces. If there is a doubt as to authorized parking, please contact the property manager.
- B. DO NOT park your vehicle in a numbered parking space unless it has been assigned to your specific unit. This includes uncovered, numbered parking spaces. Non-compliance may result in your vehicle being towed away without prior notice.
- C. There is to be no storing or parking of any boats, trailers, commercial vehicles, RVs or motor homes anywhere within the community.
- D. All motorcycles and mopeds must be parked in a resident's parking space. Any other parking arrangements must be made with the consent of the Board of Directors. All bicycles must be stored inside the resident's unit or on the Common Area bike rack that has been provided by the Association.

- E. The parking spaces are not for storage of any kind (this is also a fire regulation). Vehicles not legally registered will be considered as being “stored” and residents will be fined. If necessary the Board of Directors may take further action.
- F. All vehicles parked on the property of the Association shall meet with all laws of the State of California and the City of San Diego in regard to license, registration, smog and safety standards. Parking of non-functioning, wrecked, leaking, or unused vehicles is not permitted within the Association.
- G. Owners are responsible for any damage caused by their negligence or disobeying of the rules set forth. All residents are held liable for their guests and owners may be held liable for their tenants or their guests if they do not comply with the Rules and Regulations.
- H. No power equipment, hobby shops or car maintenance (other than emergency work) shall be permitted on the Condominium Property, except with the prior written approval of the Board of Directors. In deciding whether to grant approval, the Board of Directors shall consider the effect of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception and similar objections.
- I. Any vehicle in violation is subject to being towed or ticketed in accordance with California Vehicle Code 22658(2). Any vehicle that is parked in a marked fire lane or in any other manner which interferes with any entrance to or exit from the complex or condominium unit, parking space or driveway may be towed without any prior notice.
- J. No vehicle shall be permitted to park in the open parking area for longer than three (3) consecutive days without Management Company approval. No unit shall be permitted to park more than two (2) vehicles inside the parking area at any time. Each unit is assigned one parking permit. These parking permits must be displayed in the rearview mirror of any vehicle parked in one of the open parking spaces. Replacement permits can be purchased from the Management Company for \$100.00. Vehicles not displaying permits are subject to immediate towing. Only units in good standing (no monies owed) with the HOA will receive parking permits.

VII. Garbage/Trash Disposal:

- A. All boxes larger than a shoebox MUST be broken down and placed in the Dumpster.
- B. Only recyclable items are to be placed in the recycling bin, which is a Dumpster clearly marked with recycling stickers. Items taken by the recycling provider include cans, bottles, recyclable plastic containers (with a 1 or 2 on the bottom), mixed paper, newspapers and cardboard boxes that are broken down. Recyclable materials should be rinsed out, have caps removed and can be placed in the bin individually or in brown paper bags – plastic bags are not accepted. For more specifics on the Recycling Program, please contact the Property Manager for a copy of the recycling provider’s brochure.
- C. ABSOLUTELY NO HAZARDOUS MATERIALS, FLAMMABLE MATERIALS, OR LIVE CIGARETTES, COAL OR MATCHES may be placed in the trash Dumpster or recycling bin. Hazardous materials include but are not limited to car batteries, chemicals and paint. Placing non-compliance materials in the trash can result in immediate violations and fines.
- D. Newspapers, magazines, etc. must not be stacked in the trash disposal area, but must be put inside the appropriate Dumpster to avoid creating a fire hazard.

- E. All trash should be placed in a plastic bag and securely tied before being placed in the trash Dumpster. This prevents smell and helps prevent bugs. Trash bags may not be stored on patios/balconies, but must be immediately taken to the Dumpster.
- F. Dumpster is not to be overloaded so to prevent dropping of articles outside the Dumpsters. All trash that is dropped on the outside will not be picked up by the trash company.
- G. No large items (including but not limited to furniture, mattresses, and wood) are to be placed in or left outside the trash Dumpster. The trash company does not pick up these articles. It is up to residents to remove these types of articles from the property. If trash is placed the trash dumpsters and left on the ground, the member or sponsoring member will be fined \$500.00.
- H. Residents are expected to avoid littering and to cooperate in picking up trash or litter found around complex. Please discourage anybody from littering when possible.

VIII. Signs and Antennas:

- A. No signs other than one (1) sign no larger than 24"x36" on a metal pole (no 4x4 wooden poles) shall be displayed advertising a Condominium for sale or lease shall be erected or displayed in the Common Area without prior written permission of the Board of Directors.
- B. Two (2) signs not to exceed 1'x1' in size, advertising or noticing the existence of a security system and any number of window signs not to exceed sixty-four (64) square in size.
- C. There shall be no outside television or radio antennae, masts, poles constructed, installed or maintained on the Condominium Property for any purpose whatsoever without the prior written permission of the Board of Directors. Satellite dishes are permitted if they are no larger in circumference than 36" and with written permission of the Board of Directors as to the placement.

IX. Owners responsibility for maintenance:

- A. Each owner of a Condominium shall be responsible for the maintenance and repair of all doors and windows enclosing his unit, including the metal frames and tracks of such doors and hardware attached, door bells, screen doors and all other screens enclosing openings to the unit. The interior of each unit and all appliances whether "built-in" or "free-standing" within the unit and the interior surfaces of the unit, and shall also be responsible for the maintenance and repair of the plumbing, electrical, heating and air-conditioning systems, if any, servicing his unit, including television cable equipment connections, and all appliances and equipment located within or without said unit, so long as those systems are used exclusively by such owner and not in common.
- B. All cleaning of flues and ducts shall be the responsibility of the individual unit Owner. Maintenance or repairs of all flues and ducts shall be the responsibility of the HOA. Since flues and ducts are located inside the individual units, all work will be coordinated and paid for by the unit Owner. The HOA will reimburse the cost to make repairs or maintenance to the flues or ducts. To qualify for the reimbursement, the Owner shall submit a written proposal to the Board of Directors for approval prior to commencing work.

- C. The general maintenance and cleaning of the interior surfaces of any patio and balcony, including and interior facing wood or stucco railings, fences, walls and flooring. Maintenance and repair of lighting fixtures located at the front or rear entrances to a living unit, if used exclusively by the unit. Non-compliance for maintenance matters may result in immediate violations and fines.

All members of the Association are entitled to receive a copy of the Board of Directors General Board Meeting Minutes. Upon request and payment of copies, postage and time to prepare, an owner may obtain a copy from management. Minutes, by law, must be made available within ten (10) days from the meeting. The minutes however will be in draft form and may not have been approved by the Board of Directors until the following meeting.

The Association carries insurance for liability and fire on the Common Areas and buildings. It does not cover your personal property or areas that are not the responsibility of the Association. You should check with your insurance agent to make sure you are covered properly.

ALL RULES AND REGULATIONS SET HEREIN SHALL BE OBEYED AND ADHERED TO. ANY VIOLATIONS OF THE RULES AND REGULATIONS CAN AND WILL BE MET WITH ACTION BY THE BOARD OF DIRECTORS. IT IS THE RESPONSIBILITY OF THE BOARD OF DIRECTORS TO ASSURE THE PEACEFUL AND SAFE ENJOYMENT OF THEIR HOMES TO ALL RESIDENTS. MONETARY PENALTIES CAN AND WILL BE SET BY THE BOARD OF DIRECTORS FOR EACH VIOLATION AS WELL AS THE POSSIBILITY OF THE PRIVILEGES BEING REVOKED TO ANY AND ALL FACILITIES OF THE COMPLEX. ALL LEGAL CHARGES RESULTING FROM THE ENFORCEMENT OF SAID RULES AND REGULATIONS SHALL BE CHARGED TO THE OWNER.

VIOLATION PROCEDURES

“Pursuant to California Civil Code Section 1354, the following procedures will apply to all violations and infractions of the governing documents and rules and regulations. Owners may report violations to the management company or Board of Directors by submitting a notice describing the violation. The Board of Directors, management company, or committees appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives.”

“AT THE TIME A VIOLATION IS NOTED OR REPORTED, ACTION WILL BEGIN AS FOLLOWS:”

1. A first notice to correct the violation will be sent by the management company or Board of Directors. The notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation. The owner will be notified that a fine will be assessed for non-compliance.
2. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the owner will receive a notice of monetary penalty and be afforded an opportunity to appear before the Board by appearing personally. The hearing date shall be set at least ten (10) days before the hearing by the Board as to the date, time and place and mailed or emailed to the owner with the second notice. If the owner does not appear as requested, the fine shall be levied as prescribed.
3. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
4. If the violation continues, the Board may refer the matter to the Association’s legal counsel and expense incurred will be the responsibility of the owner in violation. If a lawsuit is filed, the homeowner may be liable for the Association’s legal costs and fees.
5. If the violation is committed by a tenant or lessee, the Association’s primary course of action shall be against the owner. The Board may, in its discretion, also provide notification to the tenant or lessee of the violation and of any hearing dates. However, the Association shall not be obligated to do so.

FINE SCHEDULE

“Fines for the violations shall be levied in accordance with the following schedule as a minimum”

Hazardous Activities (Any action that would harm or place in danger any resident or property)	\$100.00
Vehicle and Parking Restrictions	\$25.00
Use Restrictions: (Common Area)	\$25.00
Noise and Obnoxious Activity (Anything heard outside your unit)	\$25.00
Any violation of the By-Laws, CC&Rs or Rules and Regulations not specifically mentioned	\$25.00
Unauthorized Improvements to Property Per Discretion of the Board Minimum	\$100.00
Bulk dumping or any debris left outside of the trash bins – Fine for 1st Occurrence	\$500.00

“Fines shall be in addition to any applicable cost of repair, or other reimbursement of any cost incurred by the Association. Fines for continuing or repeated violations will be doubled with each similar offense.”

Name of Association: Presidio Park Owners Association

ARCHITECTURAL VARIANCE REQUEST

Please, submit this request well in advance of the Board of Directors meeting, and allow at least a week after the meeting to receive a written response to the request. Approval must be granted, in writing, prior to commencement of construction. Applications are reviewed at the bi-monthly Board of Directors meetings ONLY.

To: Board of Directors, Presidio Park Owners Association
c/o Property Management Consultants, Inc.
11717 Bernardo Plaza Ct. # 220
San Diego, CA 92128 858-485-9811

Name of Association: **Presidio Park Owners Association**

I hereby request approval of the installation of the following improvements to my unit.

(Describe the proposed improvements, and attach a drawing showing the type of construction, dimensions, type of material, and the location.)

It is understood that the homeowner is responsible for any damage to the common area during and or after construction of improvements. It is further understood that it is the responsibility of the unit owner to maintain the improvements at standards set by the Association in the future and is not the responsibility of the Association. If the unit is sold, the purchaser must be notified of the improvement and their responsibility to maintain it. A building permit must be obtained if required and comply to all city and county building codes.

CONSTRUCTION BY:

PROPOSED DATE OF CONSTRUCTION:

NAME:

ADDRESS:

Architectural Control Committee Action () APPROVED () DECLINED
() MORE INFORMATION REQUESTED

COMMENTS:

DATE:

 BY:

Final approval after completion: () APPROVED () DECLINED

DATE:

 BY:
