

Carlsbad Crest
Homeowners Association

Association Rules Handbook

Version V.3.

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Carlsbad Crest Homeowners Association

Association Rules Handbook

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EMERGENCY AND OTHER TELEPHONE NUMBERS

POLICE/FIRE/PARAMEDICS:	911 (Emergency Only)
Carlsbad Police Department 2560 Orion Way, Carlsbad, 92008	
Non-Emergency Line Business Office	760-931-2197 760-931-2100 Police@CarlsbadCa.Gov
Fire Department	760-931-2141 FireMail@CarlsbadCa.Gov
Association Property Management Vendor	Avalon Management Group 3618 Ocean Ranch Blvd Oceanside, Ca 92056 CarlsbadCrest@AvalonWeb.com
	760-481-7444
Poison Control Center	800-222-1222
Hazardous Waste Disposal	800-714-1195
Animal Control Center	760-438-2312

ASSOCIATION RULES HANDBOOK CARLSBAD CREST HOMEOWNERS ASSOCIATION

WELCOME TO CARLSBAD CREST!

This handbook of rules and regulations has been developed for the convenience of the residents in the hope that it will be helpful in addressing some of the issues that may arise during the course of living in a unit at Carlsbad Crest. It provides a summary and extensions of the “rules” in the CC&R’s for your reference.

Reactions to and suggestions for improvements of this Handbook (due to revisions every 3-5 years) should be emailed or written to the Property Manager identified on page 2 of this Handbook.

Carlsbad Crest is a condominium development consisting of 49 4-plex townhouse buildings and 8 8-plex “condo” buildings for a total of 260 units. All units are for single family occupancy.

Common area facilities are owned and operated by the Carlsbad Crest Homeowners Association.

The Carlsbad Crest complex is made up of 27 acres located at Paseo Del Norte between Poinsettia Lane and Camino de las Ondas within the city limits of Carlsbad in the county of San Diego. The common area facilities consists of two pools, two spas, seven private streets, walkways, grassy open space, slopes, two utility buildings, the Association office (Ginger Ave pool building) , an RV storage area and a maintenance shed.

DEFINITIONS & MISCELLANEOUS

1. **Association**: The Carlsbad Crest Homeowners Association (CCHOA) consists of all property owners and is represented by the Board.

2. **Board**: The Board of Directors is five unpaid, volunteer residents elected by the homeowners at Annual Meeting of the Membership, which is held in September, for staggered 2-year terms. The Board holds a regular meeting at the Association Office, or other designated location, once each month, or other times as needed, to conduct Association business. The President of the Board may provide time for questions and comments from homeowners at regular monthly meetings.

If a homeowner has some specific input for the Board to discuss at its meeting, the homeowner should request, by email or letter to the Property Manager at least 10 days before the meeting, that the subject be placed on the agenda.

Agendas will be posted outside the Association Office prior to the next Board meeting. Minutes of each Board meeting will be posted on the CCHOA web-site within 10 business days of the meeting. Immediately following the Annual Meeting at which 2 or 3 directors are elected, the Board holds an organizational meeting to select officers. These are President, Vice-President, Secretary and Treasurer.

CCHOA publishes a quarterly newsletter which is mailed to each owner and posted to the CCHOA web-site. This newsletter is an official communication from the Board providing information on Board Meetings and actions of the Board

3. Property Manager/Management: The individual(s) and / or company designated by the Board for the day-to-day operation of Carlsbad Crest. This includes financial and property management..
4. Unit: The dwelling place, including the interior finished surfaces and the air space which they enclose, and the balcony/patio and garage area to which the homeowner holds title.
5. Use of Units: (PLEASE MAKE YOURSELF FAMILIAR WITH ARTICLE 7 OF THE CC&Rs)

Units shall be used for single family residence only. Commercial or business activities are limited to professional occupations carried on within a unit with no external evidence of same.

Noise or activities which disturb the quiet use and enjoyment of any other resident are prohibited at all times.

Patio, balconies, meter rooms, entryways may not be used for storage. Outdoor furniture, plants with “drip saucers”, barbeques on raised racks, and a limited amount of raised/stacked fireplace wood may be kept on patios/balconies. Nothing may be draped on balcony/patio enclosures (i.e., towels, rugs, clothing, etc.). No potted plants or other items shall be kept on enclosure railings, unless (1) secured to prevent falling and (2) provided with “drip saucers” to help prevent deterioration of railing.

Garage space must be used for parking of a motor vehicle and only secondarily for purpose of storage. The Board reserves the right (upon 72 hours notice) to inspect a garage to see that it is free to accept a vehicle. The use or storage of flammable or toxic materials is prohibited in garages or carport storage areas. Garage doors are to remain closed, except for reasonable periods while the garages are being worked in or used for entry or exit.

6. Maintenance of Balconies & Patios: Repair and replacement of the exterior coated balconies on both the townhomes and 8-plex’s are the responsibility of the Association. Patio’s on the townhomes and 8-plex’s installed with concrete, are the responsibility of the unit owner to maintain, repair and replace.
 - a. Periodically, wash with mild soap and water solution, stiff broom, and hose down.
 - b. Planter boxes or flower pots must be moved periodically to allow balcony systems to completely dry. Planters must not drain onto the balconies because natural salts inherent in the earth will damage and stain the balcony surface. Planter dishes and self contained drainage must be used. Plants should drain excess water into a separate container such as a saucer to protect the balconies.
 - c. Astroturf, carpets, and other coverings are prohibited on balconies. These materials will not allow balconies to dry.

- d. Patio furniture, chairs and tables must have 2" casters at the leg ends to prevent denting and/or piercing of the finished balcony surface.
 - e. Barbecue units, charcoal, or gas operating units must be mounted on a raised platform.
 - f. Any damage to balconies must be reported immediately to the management company.
7. Maintenance of Townhome Patio Fencing: The Association is responsible for the maintenance, repair and replacement of the vinyl patio fencing on the townhome patios. There are a number of items that will void the Association's warranty should they occur. As a result, homeowners who cause damage to the vinyl fencing will be responsible for the cost associated with the repairs. Damage caused by mold, mildew, intentional acts or misuse or warping or distortion due to exposure to heat sources will not be covered under warranty. Homeowners should ensure there is clearance for any barbecues from the fencing as to not cause warping or distortion. Additionally, plants should not be placed on the top railing of the fencing. No plant material shall be allowed to grow on the fence nor shall anything be attached to the fencing.
8. 8-Plex Condo Lattice Installations: Lattice may not exceed 24" above the top of the patio rail. The lattice must be attached to the interior side of the patio wall. Any damage to the wall as a result of lattice attachment will be the Owners responsibility and should be repaired in the event the lattice is removed.
9. Common Areas: The common areas (buildings, lawns, slopes, pools, etc.) are owned by the owners as tenants in common. Any damage to common areas caused by an owner or their tenants, guests, children or pets will be repaired by the Association at the owner's expense. Common area equipment (time clocks, watering systems, heaters, etc.) is to be adjusted/set by authorized Association personnel only, not by residents. Trees and shrubs are to be trimmed by authorized Association personnel only, not by residents.
10. Public Streets: Buttercup, Sunflower, Carnation, Ginger (west of Carnation).
11. Private Streets: Bluebell, Ginger (east of Carnation), Hollyhock, Marigold, Mistletoe, Violet and Zinnia.
10. Trash is collected twice each week, recyclables are collected once. All trash should be disposed of in the dumpster and recyclables in one of the recycle bins, not left next to the bins. Cardboard cartons should be broken down to fit in recycle bin or the trash dumpster if the recycle bins are full. The City of Carlsbad web-site has information on what is recyclable. Large items and construction debris MUST NOT be placed in dumpsters as it limits residents from disposing of regular trash. Contractors MUST take construction debris away with them. A special pick-up for other large items (e.g.: mattresses, furniture) may be arranged with the trash company. IMPROPER USE OF THE DISPOSAL AREA MAY RESULT IN A FINE.
11. Noise: Noise can be a problem at any time. Please be considerate of your neighbors. Remember that they may not have the same life-style that you do and are entitled to the enjoyment of their peace and quiet.

12. Miscellaneous: The Association provides all maintenance of the common area. Exterior maintenance of the buildings is provided as specified in the CC&R's on a scheduled basis and within the constraints of available funds. THE ASSOCIATION WILL NOT PROVIDE ANY TYPE OF MAINTENANCE OR REPAIR IN THE INTERIOR OF ANY UNIT OR GARAGE UNLESS DAMAGED DUE TO THE NEGLIGENCE OF THE ASSOCIATION. In all other cases, including but not limited to water damage to a unit caused by plumbing leaks, repairs will be at the owner's expense. Owners should purchase insurance accordingly.

ARCHITECTURAL CONTROL

No alterations or additions to the exterior of any building, and some interior situations, may be made unless requested by the owner, in writing, and approved by the Architectural Committee. **This includes, but is not limited to:**

- **screen doors, trellises (lattice), unit numbers, awnings, sunshades, patio covers, security cameras**
- **trees, shrubs or flowers, painting**
- **antennas/satellite dishes of any kind**
- **tile, wood or stone flooring in 8-plex upper units**
- **solar panels**
- **EV charging stations**

In addition to obtaining Board approval, building permits required by the City must be obtained by the owner before any work begins.

Please review the Architectural Guidelines, which are available on the community website, prior to making any alterations to your property.

PETS

Pet owners should be familiar with CC&R section 7.4

1. No more than two (2) domestic pets may be kept in the household at any time. Outside the residence, all animals, canines and felines, **MUST BE ON A LEASH AT ALL TIMES AND UNDER THE CONTROL OF THE PET OWNER** (S.D. County Ordinance 62.669).
2. Pets are not permitted to litter the lawns or sidewalks. Any litter deposited by an animal must be picked up immediately by the owner and deposited in the trash. Pet owners are asked to carry "litter bags" and "pooper scoopers" with them when they walk their animals. Common courtesy and consideration for your fellow residents requires that you, as a pet owner, take care of your pet and not impose that burden on someone else.
3. Pet owners will be held responsible for any damage to the common areas caused by the pet. Further, owners will be responsible and personally liable for any injury caused by the pet. Animals may not be tied to Association trees or shrubs.

4. Pets are never allowed within the confines of the pool or spa area. See section on ASSISTANCE ANIMALS
5. No other animals, livestock, reptiles or poultry of any kind shall be raised, bred or maintained for any commercial purpose.
6. No animals which are in violation of City ordinances will be permitted anywhere within the complex.
7. No animals will be allowed that will impact the Association from maintaining liability insurance.
8. Residents who are disturbed by an animal are urged to first contact the pet owner for relief. If unsuccessful, try contacting Carlsbad Animal Control (phone number located in the beginning of this Rule Book). If still unsuccessful, the Association Board may fine and initiate legal action against the owner.
9. The Association, acting through the Board of Directors, has the right to prohibit any animal which constitutes a nuisance to other residents of Carlsbad Crest.

POOL AND SPA RULES

1. Persons under fourteen (14) years of age MUST be supervised by an ADULT (State Code Title 22, Section 65539C)
2. Shower before entering the pool or spa (Ordinance Section 2.9025D)
3. Persons with bandages, open sores, external medication shall not use pools/spas.
4. No lifeguard is on duty. SWIM AT YOUR OWN RISK. The Association or its agent is not responsible for personal injury or property damage in connection with pool/spa use.
5. An adult must be in the spa area with any child under fourteen (14).
6. Swimsuits must be used when using pool/spa. (No shorts, wet suits, etc.)
7. No pets, glass objects, skateboards, rollerblades, bicycles, roller skates, boisterous or dangerous activity in pool/spa area. No diving, running, excessive noise or unruly conduct. See section on ASSISTANCE ANIMALS
8. No smoking in the pool/spa area.
9. No boogie boards or inflatable items are allowed in the pool except small, soft child's toy; nothing in the spa area.
10. No radios or TVs in the pool area unless headphones or earphones are worn.
11. No eating or drinking while in the pool/spa.
12. Dispose of trash in proper receptacles.

13. When you are wet, slippers must be worn and towels must be used before entering the restrooms.
14. The use of water-soluble sun screens is encouraged – NO OILS. (Oils damage pool & spa as well as patio furniture)
15. Guests must be accompanied by a resident and the resident is responsible for conduct of guests and their observance of the rules. Maximum of four (4) guests per unit.
16. Do not remove pool furniture or reserve furniture for guests not in the pool area, or abuse the pool furniture. Place furniture in its proper place.
17. Filter/heater/equipment storage room is off limits to all but authorized persons.
18. Overuse of the spa may be physically harmful. Individuals with heart conditions or other disabilities should consult their physicians before extensive spa use. (Health standards recommended limit is 15 minutes)
19. Except in an emergency, persons are reminded to NOT TURN OFF THE EMERGENCY SWITCH which is located below the timer. The timer will turn the jets on or off, but the emergency switch shuts down the whole spa, resulting in an expensive service call.
20. PLEASE CLOSE THE GATES when entering/leaving the pool and spa areas! Young children could wander in and drown if the gates are left open.
21. The pool and/or spa may not be used before 8:00 a.m. or after 10:00 p.m.
22. Keys must not be duplicated or loaned to friends. You are responsible for the key at all times. There is a replacement fee for lost keys of at least \$100.
23. Non-resident owners shall relinquish their right to use the pool/spa for as long as their units are occupied by a tenant.
24. The Association will not provide tenants with pool/spa keys, it is the responsibility of the unit owners to give and secure the return of the pool/spa key.
25. If any resident, owner, or tenant consistently breaks pool/spa rules, the Association has the authority to require the return of their key and prohibit further use of the pool/spa.
26. If any homeowner is delinquent in their Association dues, the Association has the authority to require the return of their pool/spa key and prohibit further use of the pool/spa.
27. There is a bulletin board at each pool for appropriate small notices from the HOA and residents.. These should be dated and removed ASAP. Contact the Property Manager for access to these bulletin boards.

ASSISTANCE ANIMALS

1. An animal otherwise prohibited in the pool and spa areas by the CC&R's or the Rules, which is kept by a Resident as an Assistance Animal for the purpose of servicing the residents qualified disability, may be kept by the Resident provided the animal is properly cared for (i.e. kept clean and healthy, the animals waste is picked up and properly disposed of) and is not a nuisance to others (e.g. barking, aggressive behavior, running loose). All PET Rules apply to Assistance Animals unless contrary to the law. A Resident with a qualified disability is required by law to ask for an accommodation from the Association's PET Rules when using a pool and spa area.
2. Residents with a qualified disability using a pool and spa area are invited to ask for an accommodation for their Assistance Animal from the Association by contacting the Association's Management Company.

PARKING/GARAGES/RV/STORAGE/VIOLATIONS

1. Parking: The garage/carport for each unit is the primary parking place for occupant's first vehicle. Therefore, nothing may be stored or placed in the garage/carport so as to impair its use as a parking place. Any vehicles in excess of two, which are associated with a particular unit, must be parked on a public street (Carnation Drive, Buttercup Drive, Ginger Ave or Sunflower Way west of Carnation Drive).

In addition, one parking place on the street in the vicinity of the unit may be available to the occupant. The marked parking spaces may be utilized by residents on a first-come, first-served basis; however, no more than **one (1)** authorized vehicle per unit may be parked in such spaces at any one time.

Parking on private streets shall be restricted to non-commercial passenger cars, vans and pickup trucks up to $\frac{3}{4}$ ton, used for everyday type transportation, may be allowed subject to approval by the Board or its agents.

A legally registered, licensed, and operable vehicle of Carlsbad Crest resident may be left in a marked space for extended periods (more than 72 hours) only if the owner is away for that time; the vehicle is parked in the least obtrusive and least used marked space in the vicinity of the owner's unit; and the owner notifies the Property Manager by writing, email, or telephone, of color, make, model and license of vehicle and approximate time vehicle will be left parked.

Inoperable vehicles must be stored only in enclosed garages/carports, provided other conditions of parking regulations can be met. (i.e., only one other vehicle).

2. Guests will be expected to obey all parking regulations. Unidentified vehicles which remain on Carlsbad Crest premises in excess of 72 hours will be towed away at the owner's expense, and unauthorized vehicles may be towed away at any time at the owner's expense.
3. Garages/Carports: Garage/Carport space shall not be used as a living or business space, rented out, leased to or used by anyone other than occupants of the associated unit. Garage/carport may be used for limited repair of vehicles provided the repairs are minor in nature and of short duration. Any fluids involved shall be handled carefully and disposed of properly. No major engine,

transmission, body and fender work or any other major repair work shall be done within the confines of Carlsbad Crest. Garages/carport may also be used for short term home maintenance projects (eg: cutting, painting new door or window molding or new internal doors, etc) or for hobby activity (eg: easel painting, model airplane or robot assembly, etc). None of these activities should generate excessive loud noises (power tools, engines, music players, etc) to be of a nuisance to neighbors. Where practical, such activity should be done with the garage door down. Garage doors must not be left open while garage is unattended.

Plugging electric vehicles into the 8-plex carports uses Common Area electricity that all Association members pay for. Therefore, the unit owner is responsible for reimbursing the Association for the increased electricity used for electric vehicle charging in the 8-plex carport. The Association will determine the unit owner's cost by averaging the increased electricity costs for 8-plex carports where electric vehicles are charged over the cost of electricity in 8-plex carports that do not plug-in electric vehicles. Owners of 8-plex units where electric vehicles are plugged in to Common Area electricity must sign an agreement agreeing to reimburse the Association for increased electricity costs for electric vehicle charging in the carport. Failure to sign the agreement and/or reimbursing the Association for the increased electricity costs may result in the unit owner being called into a hearing and subject to fines, imposition of a Reimbursement Assessment and/or other disciplinary action as set forth in the Enforcement Policy and Fine Schedules.

4. Carport storage cabinets have a light and electrical outlet powered by CCHOA electricity. No electric vehicle recharging or appliances (e.g.: refrigerator, freezers, etc) may use that power. Owners must submit an architectural application to run power off their electrical meter to the carport storage cabinets for such uses.
5. Recreational Vehicles: Recreational vehicles (RVs) including, but not limited to, motor homes, house-trailers, boats, trailers and large camper outfits shall be parked only in the 'RV Storage Lot' subject to space availability. If no space is available, owner must secure storage outside the complex at no expense to CCHOA.
6. Violations: While it is hoped that compliance with these regulations will make this a more attractive, quiet and safe place to live, problems will arise. Please try to resolve peacefully any conflicts with your neighbors. However, residents may report persistent violations to the Board and to Management and violators will be served with a written notice of the violation. Continued violation of the parking rules will result in a fine and if deemed necessary by the Board tow-away of the vehicle at owners expense.

Agreement for Electric Vehicle Charging in 8-Plex Carport

Please complete and return this agreement to the Association's Management Company. **Important Notice: Electric Vehicles must not be plugged into an 8-Plex Carport without submitting this completed agreement.**

OWNERS NAME: _____ Date: _____

CARLSBAD CREST UNIT ADDRESS: _____

CARPORT NUMBER: _____

PHONE: _____ EMAIL: _____

ELECTRIC VEHICLE OWNER (IF DIFFERENT THAN OWNER): _____

PHONE: _____ EMAIL: _____

ELECTRIC VEHICLE MAKE: _____

ELECTRIC VEHICLE MODEL: _____

ELECTRIC VEHICLE COLOR: _____

ELECTRIC VEHICLE LICENSE PLATE NUMBER: _____

1. **Reimbursement.** The undersigned owner(s) shall jointly and severally be responsible for reimbursing the Association for the increased cost of electricity due to plugging in the above electric vehicle into the 8-plex carport. I understand the Association will determine the amount to be reimbursed by averaging the increased electricity costs in the 8-plex carport(s) where electric vehicles are plugged in over the average electricity cost for 8-plex carport(s) that do not have electric vehicles plugged in. Payment will be due to the Association within fifteen (15) days of receiving notice of payment due. I understand and agree the Association is not responsible for any damage due to electric vehicle charging in the 8-plex carport, nor for any failure or disruption in electricity.

2. **Indemnification.** The undersigned owner(s) shall jointly and severally defend against, indemnify and hold harmless the Carlsbad Crest Homeowners Association, the Board of Directors, officers, agents, attorneys (herein referred to as "indemnitee") from any liability, loss, cost, damage or expense, including, without limitations attorney fees, that indemnitee may suffer or incur as a result of any claim(s), demand(s), action(s), cost(s), or judgment(s) made or obtained by any person(s) that arises out of or results from charging electric vehicle(s) in the 8-plex carport. Indemnitee shall be so indemnified by homeowner(s) whether or not indemnitee has made any payment(s) resulting from such claim(s), demand(s), action(s), cost(s), or judgment(s). Homeowner(s) joint and several obligations to defend against, indemnify and hold harmless indemnitee shall extend from the date set forth adjacent to homeowner(s) signature hereon until such time as no legal action may be successfully initiated against

indemnitee based upon any applicable statute(s) or limitation. Provided, however, that for the purpose of this agreement, any and all claim(s), demand(s), action(s), cost(s), or judgment(s) made or obtained against indemnitee shall be conclusively presumed to have been made or obtained prior to the expiration of the applicable state(s) or limitation.

3. **Violation of Agreement:** Should the unit owner violate any of the terms of this Agreement, following notice of hearing and opportunity to be heard, the owner may be fined, subject to a Reimbursement Assessment, subject to any other discipline allowed under the Association's governing documents, or subject to any other available legal remedy.
4. **Attorney's Fees:** Should attorneys or arbitrators' fees be incurred in enforcing the Agreement through litigation or arbitration, the prevailing party may recover said fees.

Signature _____ Date: _____

Recreational Vehicle Storage – Summary

1. The RV Storage area shall be used ONLY for the storage of motor homes, campers, trailers; boats and other recreational vehicles. NO AUTOMOBILES OR BUSES. This area shall not be used for storage of any owner's (or his tenant's) personal property which is not integrally related to the recreational vehicle or vehicles. Owners will be required to provide proof of insurance on any recreational vehicle stored in the RV Storage Area.
2. Owners and their tenants shall not perform any maintenance and/or repair work on recreational vehicles in the RV Storage Area. This area is intended to be a storage area only.
3. All recreational vehicles shall remain unoccupied while kept in the RV storage Area. Use of the any RV as a temporary or permanent residence, guest house or shelter is strictly prohibited.
4. Unduly loud and disturbing noise, including the running of gasoline-powered electric generators, will not be permitted.
5. The gate to the RV Storage Area must be kept locked at all times. Keys must be used to gain entrance to the area. No climbing over fences is permitted. Any malfunction regarding gates/locks should be reported promptly to the Property Manager.
6. The RV Storage Area is for the use of owners by assignment only. No owner may rent, sell or otherwise hire his reserved space in the storage area to any person other than his tenant.
7. To obtain reservation for a space, contact the Property Manager for an application. There may be waiting list. Proof of ownership of vehicle is required with the application. Owners may reserve only one space. Only owners may reserve a space.
8. The monthly and yearly fees are determined by the Board. There is a key deposit of at least \$25.00, refundable upon return of key.

COMMITTEES

The Board oversees various Committees (i.e., Architectural, Landscape, Pool). Residents may be invited to serve on these Committees. Committee chairs report to the Board at its regular monthly meetings.

HOMEOWNER OBLIGATIONS

Each homeowner is obligated to have knowledge of these rules and regulations, architectural guidelines, the CC&R's and Bylaws, and should review the annual budget and the annual audit when they are received and attend the Annual meeting and election of the Board members. Homeowners who rent their unit must provide the tenant a copy of the CC&R's and this Handbook and submit to the Property Manager a Tenant Registration form (below).

The Annual Meeting of the Membership is held in September of each year. All homeowners are notified at least in advance of the time and place. Homeowners are asked to return a ballot if they cannot attend the meeting. This establishes a quorum for the election. It is at this meeting that new Board members are elected

for the ensuing year. Owners are always welcome to run for the Board or volunteer fro Committees. For additional information on the Annual Meeting of the Membership, please refer to the Operating Rules for Election and Voting.

TENANT REGISTRATION FORM

All tenants must be registered with the Association prior to move-in and must be provided copies of the CC&R's and/or Rules and Regulations by the owner.

CARLSBAD CREST HOMEOWNERS ASSOCIATION

Tenant Registration Form

Owner's name (printed): _____

Address of rented or leased unit at Carlsbad Crest: _____

Printed Name (Tenant(s)): _____

Signature: _____ Signature: _____

Tenant Home/Cell Phone: _____ Work: _____

Tenant Email Address: _____

Make and License of vehicles: _____

Initial Below that each of the following documents have been provided to the tenant and read:

Rules and Regulations _____ (tenant) _____ (owner)
CC&R's _____ (tenant) _____ (owner)

Date/length of rental agreement or lease: _____

Owners must provide a copy of the lease agreement with the tenant registration form to verify the information provided is correct. Failure to do so may result in a hearing with the Board at which times fines may be imposed. The CC&R's for Carlsbad Crest require all leases to be no less than 30 days without prior approval from the Board of Directors. Failure of Owners to comply with this requirement may result in a fine of up to \$2,000 per occurrence.

Mail this completed form to:

Carlsbad Crest HOA
c/o Avalon Management
3618 Ocean Ranch Blvd
Oceanside, Ca 92056

Email to: CarlsbadCrest@AvalonWeb.com

Fax to: (800) 646-1887

INSURANCE

The Master Policy for the Association's structures and common area is renewed each year. There is a \$10,000 deductible for each occurrence (claim) and the policy does not cover the owner's unit (wall, window and floor coverings and finishes), personal property (furniture, clothing, other personal effects), nor personal liability. Each home owner is responsible for obtaining his/her own personal property insurance coverage. Remind your agent that you want a Real Property Rider on your policy to cover the \$10,000 deductible on the Master Policy. **In accordance with Article 10, Section 10.2.1 (f), homeowners shall be responsible to pay any deductible amount for loss to their condominium.** Tenants should also be made aware that their personal property is not covered by the Association's insurance and should be encouraged to purchase their own "renter's insurance".

ASSESSMENTS/DELINQUENCIES

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5310(a) (7) and payment plan standards consistent with CC §5665:

Due Dates: Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

Obligation to Pay: Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §5650(a).) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§5650(b); 5650(a).)

Late Charges: Unpaid assessments are delinquent 15 days after they are due. (CC §5650 (b).) A late charge fee of 10% for each delinquent assessment due will be charged plus a collection cost of \$15.00 for delinquency notice sent for any assessment which is not paid in full within 15 days of the due date. (CC §5650(b)(2).

Interest: Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. (CC §5650(b)(3).

Application of Payments: Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may occur if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.

Delinquency Notice: If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with

the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.

Right to Submit Secondary Address: Owners may submit a written request to the Association to use a secondary address. (CC §5260(b). Any such request must be delivered to the Association in a manner that complies with CC §4035. The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

Pre-Lien Notice: Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §5660 by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

Opportunity to Meet and Confer: An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution established in accordance with Article 2, Section 10 of the Act ("IDR") and/or a written request for alternative dispute resolution with a neutral third party pursuant to Article 3, Section 10 of the Act (ADR). (CC §5660).

Right to Request a Payment Plan: Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665.) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth herein below.

Standards for Payment Plans: Payment plans will be considered on a case-by-case basis. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §5665).

Lien: If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §5675). **The lien is a continuing lien which secures subsequently accruing assessments.** The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §5673)

Notice of Recordation of Lien: A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5675(e)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

Dispute Resolution: Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so requested by the owner, shall participate in IDR and/or ADR pursuant to CC §5705. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

Foreclosure of Lien: The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent (CC §5720(b)(2)) assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

Notice to Owner of Decision to Foreclose: If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §5705(d)).

Release of Lien Upon Satisfaction of Debt: Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685a.).

Right to Inspect Records: Owners have the right to inspect certain Association records pursuant CC §5205.

Association's Addresses: Any payments, notices or requests sent to the Association should be sent to the following address:

Mailing Address for overnight payment of assessments notices and requests:

Carlsbad Crest
c/o Avalon Management

31608 Railroad Canyon Road
Canyon Lake, CA 92587

Association's Right to Collect by Any Lawful Means: Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

RULE ENFORCEMENT

Please refer to the Association's Enforcement and Fine Policies for information on:

- Enforcement Procedure
- Disciplinary Hearing Procedure
- Fine Schedule

ASSEMBLY PURPOSE MEETINGS

The following rules, regulations and policies (hereafter the "Assembly Purpose Meeting Rules") are intended to provide reasonable guidelines and restrictions for "Assembly Purpose Meetings" as defined hereafter, consistent with the provisions of Civil Code 4515.

Eligibility:

- a) The Association's common area has several locations suitable for Assembly Purpose Meetings, a small meeting room, next to the Ginger Pool Area, Ginger pool area, Carnation pool area, and several common area greenbelt areas. For general assembly and election purposes meetings (hereafter "Assembly Purpose Meetings"), the Association's meeting room, or areas adjacent to either pools may be reserve by any member or resident of the Carlsbad Crest Homeowners Association (owners of record and tenants) for the qualified purposes of assembly pursuant to Civil Code 4515 (hereafter, "Assembly Purposes"), which are limited to the following: common interest development living, association elections, legislation, election to public office, or any initiative, referendum or recall process involving the Association or other political body, only upon prior request of, and approval by, the Association's Board.
- b) Assembly Purpose Meetings may also be conducted in common area greenbelts without reservation, subject to availability.
- c) For Assembly Purpose Meetings, there shall be no private business or commercial purposes conducted during the event, including a function for which a fee is charged to guests. There shall be no private charitable or fundraising events.
- d) Community activities, such as Board or membership meetings, will always take precedence over Assembly Purpose Meetings in the meeting room.

Use Requests:

- a) Assembly Purpose Meetings in the Association's meeting room or poolside will be reserved on a first come, first served basis for up to 25 guests.
- b) The meeting room or poolside use is available only by reservation by calling the management office during business hours at least 72 hours in advance.
- c) Meeting room use hours, for any purpose are:

Sunday through Thursday – 8:00 a.m. to 11:00 p.m.**

Friday and Saturday – 8:00 a.m. to midnight

**Noise levels must be reduced on Sunday through Thursday from 10:00 p.m. through 11:00 p.m. and Friday and Saturday 11:00pm through midnight.

The stated hours include any set-up and clean-up.

- d) For Assembly Purpose Meetings, an "Agreement for Use of Common Area for Assembly Purpose Meetings" (end of ASSEMBLY PURPOSE section) must be submitted at least 72 hours in advance of the meeting. No deposit or rental fee is required for the use of the common area for an Assembly Purpose Meeting.

Common Area Use:

- a) Meeting Room. Reservation of the meeting room is limited to the meeting room only and will include exclusive use of the meeting room by the reserving party and his/her invitees and guests for the usage period.
- b) Poolside Area. Reservation of the poolside area is limited to the area specified in the Agreement for Use of Common Area for Assembly Purpose Meetings, but use of such area will not be exclusive to the reserving party and his/her invitees and guests and will not preclude members or residents from using the pool or poolside areas.
- c) Common Area Greenbelt Area. Use of a common area greenbelt area requires no reservation and will not be exclusive to the reserving party and his/her invitees and guests and will not preclude members or residents from using the pool or poolside areas.
- d) Common Area Bulletin Boards. Subject to availability, arrangement and scheduling with the Board and the Association's manager, a member or resident, may post Assembly Purpose materials in a reasonable size and quantity on a common area bulletin board, for a reasonable period of time established at the time the usage is granted, at no cost to the member or resident.

Responsibilities:

- a) Member (or resident, if applicable) is responsible for securing all windows and doors to the meeting room no later than the end of usage term. If damage or theft to the meeting room results from the failure of a member or resident to secure the meeting room properly, the member (or resident, if applicable) shall be responsible for all expenses incurred.

- b) Member (or resident, if applicable) is responsible for leaving the meeting room, poolside area and/or common area greenbelt in the same condition and state in which it was found. Any and all trash or other debris left by participants at any permitted venue must be collected and discarded. Failure to do so will result in the assessment for damage repairs and/or cleaning fees after notice and hearing.
- c) An Assembly Purposes Meeting can only be used for the stated purposes on the Agreement for Use of Assembly Purpose Meetings usage form. In the event the owner (or resident, if applicable) exceeds the stated uses on their usage form, their Agreement to use will be automatically be terminated.

Canvassing and Petitioning:

- a) Canvassing and petitioning members by telephone and/or personal visits to private residences in the development is limited to the hours of 9:00 a.m. until 9:00 p.m. However, any member or resident who declines to be contacted on a particular issue, or on any issue covered by Assembly Purpose specified in Civil Code 4515, must not be contacted by telephone or personal visits thereafter.
- b) Nothing in this section shall be deemed to permit a member or resident to contact another member or resident in a manner that constitutes a breach of the member’s or residents quiet enjoyment, or a nuisance.

Distributing and Circulating:

Reasonably distributing and circulating information about Assembly Purposes described by Civil Code 4515, is permitted and restricted as follows:

- a) Members or residents may distribute or circulate printed information about Assembly Purposes to other members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to members and residents willing to accept such materials. The handling out of the materials in the common area may be conducted only between the hours of 9:00 a.m. and 9:00 p.m.
- b) Member and residents may not cause any printed Assembly Purpose materials to be placed upon or affixed to (1) resident’s vehicles, (2) common area walls, doors, windows or other surfaces, (3) mailboxes or mailbox structures, (4) or in any portion of the common area not expressly permitted in these rules without prior authorization from the Board and management.
- c) Members and residents distributing and circulating unsolicited printed materials, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four hours from distribution or circulation.

***AGREEMENT FOR USE OF MEETING ROOM OR POOLSIDE AREA
FOR ASSEMBLY PURPOSE MEETINGS ONLY***

THIS AGREEMENT is made and entered into this _____, 20+____, by and between **CARLSBAD CREST HOMEOWNERS ASSOCIATION**, a California non-profit corporation (hereinafter referred to as “Association”) and _____, a member or resident of a separate interest at Carlsbad Crest (hereinafter referred to as “Host”).

RECITALS

Host is at least eighteen (18) years old and either a member or resident of the Association and desires to utilize the Meeting Room or a poolside area in accordance with the regulations applicable thereto.

NOW THEREFORE, it is agreed by the parties hereto as follows:

1. **Use of the Meeting Room:** Host is hereby granted the right to use the Meeting Room on _____ (date) from _____ to _____ (“Usage Period”). Reservation of the Meeting Room is limited to the interior of the Meeting Room *only*. Such use shall be exclusive to the Host and his/her invitees and guests. The function must be contained within the Meeting Room and may not extend before or after the authorized Usage Period.
2. **Use of a Poolside Area:** Host is hereby granted the right to use a Poolside Area near the _____ pool which area is described as _____ on _____ (date) from _____ to _____ (“Usage Period”). Reservation of the Poolside Area is limited to the area described herein *only*. Such use shall be non-exclusive to the Host and his/her invitees and guests. Other members and residents are permitted to concurrently use the pool and poolside areas. The function must be contained within the defined Poolside Area and may not extend before or after the authorized Usage Period.
3. **Purpose:** Host represents that he/she is reserving the Meeting Room exclusively for the purpose of one or more of the following activities (check all that apply) (collectively, the “Assembly Purpose”):
 - Common interest development living
 - Association election
 - Legislation
 - Public or political official
 - Any initiative, referendum, or recall pertaining to the Association or other political body

Please describe the specifics of the Assembly Purpose: _____

_____, which purpose is consistent with *Civil Code* Section 4515. Host agrees that the Meeting Room or Poolside Area will only be used for this stated purpose and for no other purpose during the Usage Period. Host understands that any uses of the Meeting Room or Poolside Area that exceed the Assembly Purposes identified herein will disqualify Host’s event from this Agreement.

4. **Rules.** In consideration for being granted the use of the Meeting Room or Poolside Area, without an upfront rental fee or security deposit, as provided herein, Host agrees to the following terms:
 - A. Host and his/her guests and invitees shall abide by the terms of the Association’s governing documents, in particular, those concerning Assembly Purpose Meetings , at all times, whether or not stated in this Agreement.
 - B. No decorations or other items may be placed in the development or mounted or attached to the interior or exterior of any portion of any structure in the development in any way.
 - C. Pool gates must remain closed and locked at all times. No pool gates may be propped open.
 - D. No alcoholic beverages are permitted.

- E. No smoking, vaping or use of e-cigarettes is allowed at any time. "Smoking" shall include, but not be limited to, any practice by which a substance, whether tobacco, marijuana or any other substance, is burned for the purpose of inhaling its smoke. "Vaping" means inhaling water vapor to obtain nicotine, cannabis or any other substance. "E-cigarette" means an electronic device that vaporizes liquid nicotine, cannabis or any other substance.
 - F. Any food and drink must be in plastic or other non-breakable containers. No glass containers or other glass items are permitted in the Meeting Room or Poolside Area at any time.
 - G. No live music, stereo systems, amplified microphones or sound systems, or excessive noise are permitted.
 - H. No commercial or business activities are permitted.
 - I. Per Fire Department regulations, the Meeting Room has a 25 person capacity. There are no exceptions.
 - J. At the conclusion of the Usage Period, the Meeting Room must be returned in the same clean and undamaged condition as it was provided to Host by the Association, along with the facility key. Any and all trash or other debris left by participants at any permitted venue must be collected and discarded. If not, the Association may recover the costs and expenses to clean and/or repair the Meeting Room or Poolside Area and/or replace the key from the Host by reimbursement assessment or other legal means.
 - K. Host is responsible for securing all windows and doors to the Meeting Room no later than the end of Usage Term. If damage or theft to the Meeting Room results from the failure of the Host to secure the Meeting Room properly, the Host shall be responsible for all expenses incurred.
6. **Indemnification:** Host agrees to defend, indemnify and hold harmless Association, and/or Association members, officers, directors, agents, employees and manager from any and all costs or liability, including all attorneys' fees, expert fees and all other defense costs, arising out of or related to the use of the Meeting Room or Poolside Area by Host. This indemnification shall extend to all claims made against the Association. This indemnification shall apply regardless of any active and/or passive negligent act or omission of Association or its officers, directors, members, agents, employees or property manager, or any of them. Host, however, shall not be obligated under this Agreement to indemnify Association for claims arising from the sole negligence and/or willful misconduct of Association.
7. **Damages:** Host shall be liable for any damages and cleaning fees, caused by Host, their family, guests, invitees, or tenants to the Meeting Room and/or Poolside Area during the Usage Period. The amount of damages and cleaning fees, if any, will be levied by the Association following proper notice and a hearing and may be subject to lien rights if unpaid in accordance with the CC&Rs.
8. **Violation of Agreement:** Should Host violate any of the terms of this Agreement or of the rules and regulations governing the use of the Meeting Room and/or Poolside Area, following notice of hearing and opportunity to be heard, Host may be fined or subject to any other discipline allowed under the Association's governing documents, or subject to any other available legal remedy.
9. **Attorney's Fees:** Should attorneys or arbitrators' fees be incurred in enforcing the Agreement through litigation or arbitration, the prevailing party may recover said fees.
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This Agreement is executed the month, day and year above written. I have read and understand all of the above and attached documents, have initialed each page and agree to the terms thereof.

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____