

Allegro Villa Homeowner Association

Rules and Regulations

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A PLANNED COMMUNITY MEMBERSHIP INFORMATION

Allegro Villa Community ("Association") offers many advantages to the homeowner. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Allegro Villa Community is a California non-profit corporation.

The Allegro Villa Community is governed by the Declaration of Establishment of Conditions, Covenants and Restrictions ("Declaration"), Bylaws and any Rules and Regulations and Architectural Guidelines it adopts. This ensures the Common Area and Common Facilities will be maintained in an attractive manner. Your automatic membership in the Association provides a membership base to share the costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as Declaration) they do not cover the entirety of the document. Please read the Declaration carefully.

DELINQUENCY POLICY

The Board of Directors has adopted the following policy for the collection of delinquent Assessments. The policy and collection charges are as follows:

Your Homeowners Association assessment is due and payable on the first of each month. Your Association has a grace period in which you may pay your assessment without being penalized with a late charge. Please note that the late fee charged by the managing agent is pursuant to Civil Code 1365(d) and is the maximum charge allowed by this law.

<u>After Due Date</u>	<u>Homeowner</u>	<u>Action to be taken</u>
15	\$10.00	Late Charge Applied
45	\$75.00	A Pay/Lien Letter will be sent explaining that if payment is not received within 10 days, a lien will be filed against the property.
55	\$45.00	Your account will be sent to the Associations Attorney for lien placement and collection Attorney Fees - Lien will be placed and Foreclosure Proceeding Begin

So Cal Property Enterprises will be acting in accordance with the adopted procedures of your Board of Directors and the above policy is automatically applied to all accounts in a non-discriminatory manner.

REPAIR AND MAINTENANCE RESPONSIBILITIES

See the attached Maintenance Responsibility Check list

COMMON AREA RULES AND REGULATIONS

1. Residence shall be used as a private residence only, and shall not be used or allowed or authorized in any way, directly or indirectly, for the purpose of any business, commercial activity, manufacturing, mercantile, storage, vending, industrial operations of any kind, or any nonresidential purposes; provided, however, that the Association shall have the right to provide or authorize such services on the Common Area as it deems appropriate for the enjoyment of the Common Area or for the benefit of the Members.
2. Family day care centers for children shall not be permitted within the Project except as specifically authorized by California Health and Safety Code Section 1597.40, and any successor or companion status.
3. Owner's shall not permit or cause anything to be done or kept in the Common Property area that may:
 - increase the rate of insurance (owner shall become personally liable for the additional insurance premiums),
 - result in cancellation of such insurance, (owner shall become personally liable for the additional insurance premiums) or
 - obstruct or interfere with the rights of other Owners, or
 - commit or permit any nuisance thereon or violate any law.
4. Owner shall be liable to the Association for any and all costs and expenses which may be incurred by the Association to repair any damage to the Common Property may be sustained by Owner or his family, tenants lessees, or their respective guests or invitees.

5. Residents shall not permit any activity within the Association, which might be unsafe or hazardous to any person or property. Residents shall not discharge firearms; discharge fireworks or light open fires.
6. Windows shall not be covered (in whole or in part) with aluminum foil, newspaper, paint, tint, or sheets. Curtains, draperies, blinds, shades and other materials installed, that faces the public view shall be white or off-white in color.
7. Littering of the common areas is not permitted.
8. Residents shall keep trash, rubbish, garbage and other waste material in the sanitary trash receptacles. All trash must be placed neatly in dumpsters and lids. The disposal of mattresses, furniture and other large items are not allowed in dumpsters.
9. Homeowners are prohibited from destroying, removing or altering the landscaping in the common area.
10. Wheeled toys (skateboards, skates, tricycles, big wheel bicycles) are prohibited from the common area landscape and are not allowed on sidewalks or driveway within Allegro Villa.
11. No clothing, household fabrics or other unsightly items shall be hung, dried or aired on any portion of the common area.
12. Plants nor planters shall be placed on the rails of the deck area nor shall be attached to the building.

13. Balconies and decks are for individual use and not for storage of any kind. Items including bicycles, surfboards, other sports equipment tools, appliances, etc. are not to be stored on the decks or balconies.

Plumbing Policies and Procedures

Emergency Calls:

1. Emergency plumbing calls need to be called into the Management Company (press 8 for after-hours line) as soon as the leak is detected. **An emergency is a plumbing leak that cannot be contained with a bucket, large trashcan, towels, and plastic.**
2. If you are calling after hours on the emergency pager, you must leave a name, address, and phone number you can be reached at immediately. **Do not leave pager numbers.**
3. Your emergency call will be returned immediately.
4. Homeowner's **must** be available for the return calls from the plumber and Management Company.
5. The plumber will be called and requested to schedule an appointment with the homeowner.
6. If the plumber schedules an appointment after 5:00 p.m. Monday through Friday or on the weekends and the plumbing problem was not an emergency, the **homeowner will be billed for the call.**
7. Once the plumbing leak has been repaired the homeowner will be placed on a list for interior repair work. The interior repairs are schedule after a two-week period. This is to insure that there are no other leaks prior to closing up ceilings or walls.
8. The Contractor will schedule an appointment with the homeowner and complete the work as needed.
9. If you schedule an appointment with the plumbers and you are not at home or have not left a key, you will be billed for the call. Homeowners must give the plumbers a **24-hour notice for cancellation.**
10. If you schedule an appointment and the plumber is more than half an hour late or does not show up, please call the Management Company.

11. Any item (books, boxes, chairs, tables, storage items, metal products) that could lead to further damage to the carpet must be removed immediately.

Non-Emergency Plumbing Calls:

1. If you have a non-emergency plumbing leak, please call the Management Company and leave a voice mail message for customer service.
2. When leaving a message, homeowner's need to leave a work number, home number, address, and the location of the leak.
3. Your call will be returned the next day of business.
4. The plumbing contractor will be notified to schedule an appointment with you.
5. Plumbing repairs are scheduled Monday through Friday from 8:00 a.m. to 5:00 p.m.
6. Please make sure that you are available for the scheduled time.
7. If you schedule an appointment with the plumbers and you are not at home or have not left a key, you will be billed for the call. Homeowners must give the plumbers a **24-hour** notice for cancellation.
8. If you schedule an appointment and the plumber is more than half an hour late or does not show up, please call the Management Company.

Please keep in mind that if you experience plumbing problems, once the wall/ceiling is opened up and the plumbing is repaired, the walls/ceiling will be left open for approximately two weeks. This is to assure that there are no other leaks. Once this step is complete the walls will be closed.

Note: If you have changed your paint colors and have left over paint, please make sure that the paint is available for the painting crew. The area that has been affected will be matched as close as possible. It is possible that the entire area will not need to be painted.

CARPETS:

- Carpets areas that have been affected by water damage will be pulled up and water will be extracted from the pad.
- Fans will be placed in the pad area after the water has been removed.
- Carpets will be laid back after the pad and carpet has dried.
- **All walls** in the room affected will then be painted. This means that if the damage occurs on one wall and there are three more walls attached to the damaged area, each wall will be painted. The ceiling in the room(s) will also be painted and the color will be matched as close as possible.

Architectural Control

The Board of Directors has a duty to maintain architectural control of the property.

1. No exterior improvements shall be commenced, erected, a maintained nor shall any exterior addition to or alteration to any unit or patio or balcony be made, nor change in exterior color and/or any structure be made written approval from the Architectural Committee.
2. To request an approval application must be made to the Board of Directors in writing. The plans and specifications showing the natural shape, height, materials, locations and colors of the addition requested must be submitted with the request Management Company. The answer will be returned within 45 days after the Board of Directors meets.
3. Window Coverings, Curtains, drapes, shutters and blinds may be installed. These must be a neutral color. Window coverings shall not be with aluminum foil or similar material. Sheets, blankets or towels may not be used as window coverings.
4. Window Tinting must be submit on an A.R.C form and must be approved by the Board of Directors.
5. Screen and Security Doors must be submitted on an architectural request form and approved by the Board of Directors.
6. Residents shall obtain approval from the Board of Directors prior to any installation of antennas, satellite dish or any other receiving or broadcasting device. No

television, radio, or other electronic antenna or device of any type, roof mounted mechanical equipment or any other rooftop appurtenances shall be erected, constructed, placed or permitted to remain on the roof of a Unit.

Pet Rules

1. Owner's/Residents may keep **common household** pets. Owner's shall be allowed a reasonable number of pets (please refer to the City of Pomona maximum requirements).
2. Owner's/Resident shall not keep, bred or maintain any animal for commercial purposes.
3. Each owner shall be responsible for cleaning up any waste or other unclean/unsanitary condition caused by their animal when on the Common Property.
4. The Association, upon approval of the Board has the right to prohibit maintenance of an owner's animal, which constitutes a private nuisance to other persons.
5. Owners shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by animal.
6. Owner's animals shall be kept on a leash while in any part of the Common Property.

Sign Rules

No sign, poster, billboard, advertising device or other display of any kind shall be displayed so as to be visible from outside any portion of the unit.

Residents may not display other signs, posters, billboards, displays, or other advertising devices without prior written consent from the Board of Directors.

Owner's may post a "for sale" or "for rent" sign inside the window of the individual unit.

For sale" or "for rent" signs and any other sign posted in the common area will be removed and disposed of.

Tenant Rules and Regulations

With the exception of an Institutional Holder in possession of a Unit following a default in the Mortgage, or a foreclosure proceeding, no Owner shall be permitted to lease his Unit for transient or hotel purposes.

Owner's may rent or lease the unit for a period greater then 30 days and shall not lease less then the entire unit.

All rental and lease agreements shall be put into writing, along with the names of all the tenants, lessees, and members of the family occupying the unit. This shall be submitted to the Management Company prior to occupancy.

Owner shall review the rules and regulations of the Association with the tenants and shall provide a statement from the tenants that they have read and understood the Associations rules and regulations. This statement shall be submitted to the Management Company prior to occupancy.

Owner shall notify Management of their new phone number and address prior to moving.

Owners shall be responsible for any violation on the part of the tenants and shall be responsible to cure the violation.

Parking Rules and Regulations

1. Residents shall park all vehicles in the garage to the extent of the space available; provided that each Owner shall ensure that any garage accommodates at least the number of vehicles for which it was originally constructed.
2. Parking in the common area by Residences or guest is prohibited and subject to tow at owner's expense.
3. Residents shall keep the garage doors closed at all times, except for reasonable entry and exit from the garage.
4. Resident shall not park including but not limited to, commercial vehicles, recreational vehicles, campers, motor homes, trailers, boat trailers, mobile homes, boats within any part of the Association.
5. Parking in red zones, in front of fire hydrants or gas meters is prohibited. No double parking/stacking of vehicles, No parking in front of closed garage doors, or parking in front of garages while vehicle is unattended. These vehicle will be towed at the expense of the owner.
6. Mopeds and motor bikes are subject to vehicle code restrictions (i.e. both driver and motor bike must be licensed). Occupants must wear helmets.
7. Vehicles shall not be stored or overhauled on the common area or on any street within the community for the purpose of accomplishing repairs, nor shall repairs be conducted on any portion of the property except in owner's garage (i.e. the vehicle and all tools must remain inside the garage).

8. A towing company will be obtained to conduct a random drive through of the Association and tow vehicles at the vehicle owner's expense, that are not in compliance with the Parking Rules and Regulations.
9. No inoperable vehicle shall be stored or allowed to remain on the property or street (public or private) in such a manner as to be visible from any other *Unit* within the property.
10. Owners with designated parking spaces are responsible for the towing of unauthorized vehicles parked in their space.
11. Members are responsible for all parking violations of tenants and guests.
12. The Management Company must authorize overnight parking in the guest area. The homeowner is responsible for calling the Management Company between 8:00 a.m. and 4:00 p.m. Monday through Friday. Provide the make, model, color, and plate number of the vehicle. The Management Company will then place the vehicle on a safe list with the tow company. Any vehicle parked in the guest area after 12:00 a.m. without authorization from the Management Company is at risk of being towed.

Garages

Certain Units may have appurtenant thereto Exclusive Use Common Area Garages which have a common door to an adjoining Exclusive Use Common Area Garage. Owners of such Units agree that they will not take any action or engage in any activity which would impair or otherwise restrict access or the full use and enjoyment by the Owners of the adjoining Exclusive Use Common Area Garage. In addition, the parties agree that at all times they will have synchronized garage door opener control devices. In the event the garage door opener is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of such Owners, his

agents, guests or family, the Owners shall proceed to replace said garage door opener and appurtenances at their joint expense. In the event damage is due to an act of one of the Owners, said Owner will proceed forthwith to repair the same to as good condition as formerly existed at such Owner's sole expense. In the event of a dispute between Owners with respect to the cost of repairs, such Owners shall submit the matter to a binding arbitration to, and under the rules of, the American Arbitration Association. In the event of any arbitration, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

POOL/SPA RULES

1. Glass objects are allowed in the fenced areas of the pool or spa.
2. Use of the pool facilities and common areas is a privilege by all owners and occupants, however consideration of others concerning noise is also important.
3. Children under the age of 16 years must be accompanied by an adult resident, over age of 18, when using the pool.
4. Children under the age 14 years are not allowed in the spa.

5. Conduct by an owner or occupant which deprives any other owner or occupant use of the pool, spa or common area shall not be allowed.
6. No diving is permitted in the pool or spa.
7. No running, pushing or boisterous play will be permitted in the pool or spa area.
8. No oils, etc. allowed in the pool or spa.
9. Radio/stereo units are permitted so long as they do not annoy other persons using the recreational facilities or living in the surrounding units.
10. No pets (dogs, cats, etc.) allowed in the fenced pool or spa areas.
11. No personal property allowed in the pool area overnight.
12. No Alcohol in pool and spa fenced area.
13. Owners will be given one key for the Pool area. If the key is lost, the Owner will be charged \$50.00 to purchase a replacement key.
14. Pool/Spa Hours:

Sunday – Thursday from 6:00 a.m. to 10:00 p.m.

Friday – Saturday from 6:00 a.m. to 11:00 p.m.

The Board of Directors will review the "alleged violation" at the next Board of Directors meeting.

A letter will be sent to the Owner stating the alleged violation. A date will be included to cure said violation.

Upon expiration of the cure date, if the violation still exists, a second letter will be sent (at least 15 days prior to the Board meeting) stating that the failure to abide by Association Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing, in executive session, with the Board of Directors.

The two individual homeowner's who originally reported the violation will be sent a hearing notice and will be requested to attend the hearing in the executive session.

After the Hearing, the Owner will be notified as to the decision rendered by the Board. If the Owner is found to be in violation of the Association's Governing Documents, Rules and Regulations or Architectural Control Rules and Regulations, the Board will either seek remedy by use of alternative dispute resolution such as mediation or arbitration, levy a Special Assessment, suspend the respondent's voting privileges, enter upon a home to perform maintenance which is the responsibility of the respondent, record a notice of noncompliance or a combination thereof.

If the decision is to pursue a monetary fine system, the Allegro Villa fine schedule will apply.