



Windemere Court

Homeowners Association, Inc.

Rules & Regulations

Following are details on rules and regulations that are currently in force to help ensure we all enjoy a more peaceful living environment in and at home. They are not complete, but are to supplement or clarify the provisions set forth in the Covenants, Conditions and Restrictions (CC&R's) of the Association.

Last Updated	Rule/Regulation Detail
08/20/21	QUITE HOURS: Quite hours of the building are from 9pm to 10am
08/20/21	MUSIC & TELEVISION: All volume levels must be kept at a level heard within your own Unit only.
08/20/21	LOUD NOISES & NUISANCES: Due to Windemere Court's wood construction and placement of the units, noise of any kind can be an issue/annoyance to your neighbors. Therefore, please be aware those simple things can create noise levels that can be disruptive to your neighbors. Please be courteous when: <ul style="list-style-type: none"> * walking (especially 2nd level) * running/pounding feet on stairs in the courtyard * loud conversations inside or outside of your unit * gates slamming/doors shutting * television and/or music
08/11/21	BALCONY/PATIO LIGHTS: Balcony and Patio lights that appear anywhere in public view must match all other lights in the building in order to keep the buildings appearance harmonious. If you need assistance, contact Management at: 612@ceosd.net
08/11/21	HANGING ITEMS OFF BALCONIES OR RAILINGS: Items such as towels, rugs, laundry, bicycles or anything of that nature are not permitted to be hung from balconies, ledges or railings. Items such as pots or plants may also not be placed on top of balconies railings. Residents may display flags for a limited amount of time with approval from the Board, contact Management with such requests.
08/11/21	AIR CONDITIONING UNITS IN WINDOWS: Box air conditioning units are not permitted in any windows. Any plans or alterations to windows on the property need prior written approval and to be submitted to the Board via an "Architectural Application" for review. A blank Architectural Application form can be found on the HOA's website at: www.612.calcal.org & submitted to management at: 612@ceosd.net
08/11/21	LEAVING LAUNDRY IN THE LAUNDRY ROOM: Laundry left in the laundry room for more than 48 hours will be thrown away or gifted to charity.
06/17/21	FINE SCHEDULE AMENDMENT: The Board of Directors has unanimously approved to increase the fine schedule for violation any of the HOA's Rules and Regulations or CC&R's (Unless otherwise stated): 1 st Fine: \$250.00 - 2 nd Fine: \$500.00 – 3 rd Fine: \$750.00 – Any further violations and fine amount will be issued at discretion of the Board.
06/17/21	MOVE IN MOVE OUT POLICY AMENDMENT: (See attached Move in/Move Out Policy) Move In Move Out fee's and fines are no longer only restricted to moving material objects in and out of Unit, and will now also apply to tenants and occupants. Regardless if Unit is being furnished or not. Please notify Management of any pending or planned Moves or Resident/Renter changes at least 7 days prior. Use the "Emergency Data Questionnaire" attached below to submit the contact information of the new renter/tenants to management via: 612@ceosd.net
	See next page.

06/17/21	SHORT TERM RENTAL: Short term rentals are prohibited on the property. Moving forward, the HOA will require a lease of no less than sixty (60) days. Use of a Unit for short term rentals is not only disruptive to other Unit Owners and damaging to the property itself, but it falls against the properties CC&R's as Owner's are not permitted to run a business out of/from their Unit. A "Notice of Hearing" and a \$1,000.00 fine will be levied against the Unit Owner for violation of this rule. Fines of increased amount (amounts to be determined at the Boards discretion) will be subsequently issued for additional offenses.
07/19/93	PLUMBING ISSUES: If there is a plumbing problem or issue involving an upstairs and a downstairs Unit that the plumber cannot determine the cause; the cost will be shared by the Units and the HOA.
05/16/94	VERTICAL BLINDS PERMISSION: The Board voted unanimously to approve white vertical window blinds that are installed and maintained properly so as to maintain an appearance harmonious with the rest of the building.
07/18/94	SAVING TRASH FOR THE COLLECTORS: Although the Board is in favor of recycling, residents should not leave cans, glass, or papers bagged in alley for the scavengers to claim.
07/15/96	COLOR DEFINITION OF BLINDS: To match the overall appearance of the building, any further blinds, either vertical or horizontal, installed from this date onward must match or be very similar to the color of "Alabaster" white from MBF Interiors.
07/21/97	NO COOKING ON PATIOS OR BALCONIES: For safety reasons; No barbecues or cooking equipment are permitted on patios or balconies.
11/15/99	NO "YARD SALES" PERMITTED: "Yard Sales" are prohibited everywhere in the Common Area. This includes balcony sales, garage sales, parking lot sales, patio sales etc...
07/17/00	EXCESS TRASH and DUMPING: It is prohibited to fill the dumpster with boxes, cartons, furniture, etc... in such a way that it is necessary to order an extra trash pick-up and/or have someone remove the offending refuse. It is also illegal to abandon mattresses or furniture in the garage or anywhere else on the property. The resident who does one of the above will have their Unit automatically fined per the HOA's approved fine schedule + the cost of the extra trash pick-up.
01/22/01	NO PLANTS ON COURTYARD DECKS: It is prohibited for Residents or Owners to place or keep plants on the courtyard balconies or decks. There is too high a possibility of discoloring or cracking of decks, which could lead to costly repairs.
10/01/01	WINDOW COVERING RULES: 1. Window Screens: All windows must have screens installed and in place, in order to preserve a uniform appearance to the outside of the building. Screen and Windows must be kept in a presentable condition. After being notified, any Owner who does not keep the above named in presentable condition within a timely manner is subject to the HOA's approved fine schedule. 2. Window Coverings: Coverings like decals, frosted or opaque films are prohibited. Anyone desiring to install a window covering must receive permission in advance from the Board.
05/19/03	DOG AND PET RULE: Residents are allowed only one pet, which is not to weigh more than thirty pounds.
3-21-11	NOISE FROM CONSTRUCTION/REMODELING: No construction/remodel work is allowed before 8am or past 5pm Monday through Saturday. No construction/remodel work to be done on Sundays. An emergency repair to prevent damage to any part of the building, such as a leaking/busted water supply is an exception.
3-21-11	NEIGHBOR CONFLICT: The Board expects that any problems between Units shall be discussed between those units, and that the Board or Management need not to be involved until all reasonable attempts at reconciliation have been exhausted. After that, the Board of Directors will invite the parties involved to a Hearing, and may vote to impose fines upon a unit if the violation is found to be substantiated at the time of occurrence by a Board Member, the SDPD, an HCE manager, or two or more units. It will be necessary to record and submit in writing the date(s), time(s), duration(s) and nature of the violation(s). A blank Complaint Form can be found on the HOA's Website www.612.calcal.org

See next page.

3-21-11	NO LEAVING TRASH OUTSIDE: Leaving trash or other items outside of a unit in the common areas is prohibited. A fine will be levied for each occurrence.
3-21-11	LOCKBOXES: Listing realtor/agent shall attach a lockbox to the chain link fence on the Southeast corner of the building. No lockbox shall be attached anywhere else outside.
3-21-11	PARKING IN REAR OF BUILDING: The parking spaces in the rear of the building are for guest and vendor parking as well as for residents. Any vehicle that remains unmoved for more than 72 hours will be classified as an unauthorized vehicle, and may be towed away at the complete expense of the owner of that vehicle. See attached Parking Policy and “Guest Parking Permit” below.
3-21-11	BICYCLE STORAGE: No bicycles are to be stored in the common area courtyard/balcony areas, nor anywhere in the garage except in your storage unit or on the first-come-first-serve racks on the West wall. All bikes on the racks must remain operable at all times or will be subject to removal and donated in order to allow for others to use the racks. You must also display a name tag and unit number on the bike stall you have your bike attached to. As with everything, items are stored at your own risk.

Please also see attached: Move-In / Move-Out Policy; Parking and Permit Policy & Collection Policy



Move-In/Out Policy

Effective date: June 16, 2021

The purpose of this Move-In/Out Policy is to avoid damage to the common areas of the building and to compensate for the additional wear and tear, also to limit disturbance to other Unit Owners.

These policies are not limited to material objects, but also apply to the Moving In & Out of tenants or renters. If the Unit is having new tenants move in, please complete the attached emergency data questionnaire with tenants contact info.

1. Move-in/outs must be scheduled through the Management Company and must be scheduled at least seven (7) days in advance. In addition to a non-refundable fee of \$100.00 made out to Windemere Court HOA.
2. A monitor is required for every move. The first four hours will be covered by the initial \$100.00 but after the first four hours, \$10 per additional hour will be charged. Management will arrange for a monitor to be present.
3. The elevator is to be loaded and unloaded as expeditiously as possible in order to allow residents ready access to the elevator. Blocking the elevator is not allowed.
4. Ceiling panels in the elevator are not to be removed without the permission of the Monitor. Panels must be replaced upon completion of the move.
5. Trash must be properly bagged and deposited in the dumpster (use combination 5093 for both the trash and recycle dumpsters). Cardboard boxes must be broken down and placed in the dumpsters located in the back of the Association. Please remember to recycle when possible.
6. Any damage to the common areas as a result of the move-in/out is the responsibility of the unit owner. Owners will be charged for the repair of damaged areas.
7. Please fill out and return both the Move In/Out form, and the Emergency Date Questionnaire (if applicable) to Management

A fine of \$300.00 will be assessed against owners for failure to comply with the above procedures.



MOVE IN/OUT FORM

Please complete this form and return it to the address below along with a check or money order for \$100.00 made payable to Windemere Court Homeowners Association. This form and payment must be received at least seven (7) days before your scheduled move date.

MOVE () IN () OUT

Unit #: _____

Name of Owner/Tenants: _____

Full Names of all occupants: _____

Date of Move: _____

Time of Move: _____

Daytime Phone: _____

Evening Phone: _____

By signing below I acknowledge that I am aware of the Move In/Out Policy of the Windemere Court Homeowners Association and will fully comply with all the conditions outlined in the Policy.

Applicant Signature

Date: _____

Printed Name

Owner () or Tenant ()

EMERGENCY DATA QUESTIONNAIRE

Management for the Association believes it is essential that owners and residents can be contacted in the event of fire, broken water lines, or other disaster. For this purpose, management keeps personal data on all owners and occupants in your community association. This information will be handled with care; especially unlisted telephone numbers. No name or number will be released unless it is clearly proper to do so. Thank you.

OWNER INFORMATION:

Name(s) _____

Address _____

Residence Phone Number _____ Cell Phone Number _____

Is it ok to include your residence telephone number in a directory for owners and residents? YES or NO

Email address _____ Work Phone Number _____

Emergency Contact Information (who can we call in an emergency if we cannot get in touch with you; please **include phone number**):

OCCUPANCY (please check one):

- | | |
|---|---|
| <input type="checkbox"/> owner occupied | <input type="checkbox"/> rental |
| <input type="checkbox"/> family member occupied | <input type="checkbox"/> used as a 2nd home |

RESIDENT INFORMATION (if not the same as owner information):

Name(s) _____

Residence Phone Number _____ Cell Phone Number _____

Is it ok to include your residence telephone number in a directory for owners and residents? YES or NO

Email address _____ Work Phone Number _____

Emergency Contact Information (who can we call in an emergency if we cannot get in touch with you; please **include phone number**):

ALTERNATE KEY LOCATION:

Who has a key to your unit other than the owners and occupants? Friend, relative, neighbor, property manager?
(Include phone number):

Signed _____ Date _____



Windemere Court

Homeowners Association, Inc.

Guest/Vendor Parking Rules

Passed by the Board of Directors on: February 19, 2013.

Beginning **April 1, 2013** the following parking rules are effective:

1. All parking spaces at the back of the Association are designated for residents, guests and vendors exclusively.
2. Parking in the guest/vendor parking spaces may not exceed seventy two (72) hours.
3. All guests must have a Windemere Court Guest Parking Permit clearly displayed on their dashboard.
4. Any vehicle parked in a guest/vendor parking space for more than 24 hours without a parking permit will be towed.

Any vehicle that does not comply with the Guest/Vendor Parking Rules of the Association may be towed at the owner's expense.

Fold here



Windemere Court Guest Parking Permit

Parking permit must be clearly displayed on your dashboard.
As a reminder, there is a seventy two hour parking limit. Any car parked in the guest spaces for more than seventy two (72) hours may be towed at the owner's expense.

telephone: 1.855.669.2103 ext 612

% ceosd.net
P.O. Box 34398 – 612
San Diego, CA 92163-4398
www.612.calcal.org

email: 612@ceosd.net

WINDEMERE COURT HOMEOWNERS' ASSOCIATION

REVISED COLLECTION and LIEN POLICY

As Adopted by the Board of Directors on January 29, 2007

In accordance with Section 1365(d) of the California Civil Code the Association is providing you with this statement regarding its policies and practices with respect to the enforcement of lien rights under its CC&Rs and applicable State laws.

All regular and special assessments are due on the first of each month and must be received by the management company by the fifteenth day of each month. Such funds not received within fifteen (15) days of the due date shall incur a late charge of ten percent of the monthly dues. The fifteen (15) day period is in accordance with California Civil Code 1366(d). Assessments not received within thirty (30) days of the due date shall accrue an interest charge of ten percent (10%) per annum.

A monthly statement is sent to you as a courtesy only -- an owner is responsible for paying the monthly assessment whether or not they receive a statement (or receive an incorrect statement). Checks returned unpaid for insufficient funds or for any other reasons shall be subject to a returned check fee of twenty dollars (\$20.00).

The Association may begin the lien process or send a demand letter if payment is not made within forty five (45) days of the original due date. The Association or its attorney may send you a warning letter with its intent to file a lien. If the Association has not received payment within eighty (80) days, the management company may have the lien recorded against your unit, without further instruction from the Board of Directors. The Board, at its option, may declare all of the unpaid balance of the entire assessment for the then current fiscal year, attributable to a delinquent owner, to be immediately due and payable without further demand and will enforce the collection of the full assessment for such fiscal year.

If after the filing of the lien you still fail to pay the amount due the Association, then the Association may exercise its rights under the CC&Rs and commence foreclosure proceedings. The management company will get permission from the Board before proceeding with foreclosure action. If you exceed either \$1,800 or one year of delinquent assessments, either judicial or non-judicial foreclosure proceedings may be initiated, and a sale day set. A sale date will be set by the attorney with Board approval. In any case you will be liable for attorney's fees and any other costs and expenses incurred by the Association in enforcing its legal rights. The Association may choose to turn over the collection to a collection agency, whose fees will be charged to the delinquent account.

Payments received from an owner will be credited to their account in the following order: Emergency assessments, Special assessments, Regular assessments, Monetary penalties or fines, Legal fees and costs, Interest, and Late charges. Payments received on assessments will be applied to the owner's account so that the oldest charges are retired first. Thus, an owner's failure to pay interest or late charges on delinquent assessments will result in continued delinquencies. If an owner disputes any late charge or other charge, the disputed items should be first paid, then identified in writing and challenged under the association's dispute resolution procedures. The failure of the Association to enforce any of the above conditions or time periods does not constitute a waiver of the right to enforce the same hereafter.