



# **AVOCADO HOMEOWNERS ASSOCIATION**

## **HANDBOOK OF**

## **RULES & REGULATIONS**

January 20, 2020

This handbook is a supplement to the 1997 Amended and Restated Declaration of Restrictions (hereinafter “Declaration of Restrictions”) and 1997 Amended and Restated Bylaws (hereinafter “Bylaws”) of the Avocado Homeowners Association (hereinafter “Association”), and is applicable to all Owners, residents, tenants and guests. The term “Governing Documents”, as used herein, shall have the same meaning as set forth in the Declaration of Restrictions of the Association, and includes any and all modifications, revisions and updates to such documents. The term “Property Management Company”, as used herein, shall mean Curtis Management Company.

This booklet includes the Association’s Rules and Regulations and procedures for their enforcement. Unless specifically defined herein, the terms used in the Rules and Regulations shall have the same meaning as such terms in the Declaration of Restrictions.

For more detail, refer to your Declaration of Restrictions. Certain sections of the Declaration of Restrictions are referenced accordingly in parentheses.

It is the hope of the Board of Directors that it will not be necessary to levy fines, but that all occupants of the community will cooperate when their violations of the rules are brought to their attention.

**Curtis Management Company  
5050 Avenida Encinas, Suite #160  
Carlsbad, CA 92008**

**Phone: (858) 587-9844  
Fax: (858) 587-9972**

# TABLE OF CONTENTS

- I. General Provisions ..... 1
  - A. Powers of the Association..... 1
  - B. Obligations of Members ..... 1
- II. Assessments .....2
  - A. Owners Obligation..... 2
  - B. Non-Payment of Assessments..... 2
- III. General Use Restriction (5.3) .....3
  - A. Rules of Conduct..... 3
  - B. Property Maintenance ..... 6
  - C. Animal Regulations (5.3.10)..... 7
  - D. Pool Rules ..... 8
  - E. Vehicle Regulations..... 10
- IV. Landscaping ..... 11
  - A. Maintenance ..... 11
  - B. Views ..... 11
  - C. Removal and Clearing..... 11
- V. Architectural Changes (7.0) ..... 12
  - A. Approval..... 12
  - B. Architectural Committee ..... 12
  - C. Requests for Additions and/or Modifications ..... 12
- VI. Violations and Procedure for Enforcement..... 13
  - A. Discovery ..... 13
  - B. Procedure for Enforcement..... 13
  - C. Fines ..... 14
- VII. Problems, Concerns and Comments ..... 14

A.	Problems Involving Danger of Life or Property.....	14
B.	Problems of Immediate Concern .....	14
C.	Recurring or Continued Problems .....	15
D.	Comments and Suggestions.....	15
APPENDIX A Fine Schedule.....		16

## I. GENERAL PROVISIONS

### A. Powers of the Association

1. The Association has all the powers of a corporation organized under the laws of the State of California, and may do all lawful things for the general welfare of the Owners and others who reside within the property. (3.7)
2. The Association has the power to adopt reasonable rules and regulations that the Board of Directors (Board) deems appropriate. Association rules have the same force and effect as if they were set forth in the Declaration of Restrictions and other Governing Documents. (3.7.2)
3. The Association shall have the right to enforce the Declaration of Restrictions, Rules and Regulations, and other Governing Documents including the right to prosecute or to recover damages for said violation. (3.7.4, 4.7, 5.1).
4. The Association shall have the power to establish, fix, levy, collect and enforce the payment of Assessments against the Owners. (3.7.1)
5. The Association shall have the right for its agents and employees to enter any Lot at reasonable times after reasonable notice to inspect the Lot for compliance with the Governing Documents. (3.7.7)

### B. Obligations of Members

#### 1. Owner

- a. Each Owner shall maintain his or her Lot, and repair or replace as needed, all improvements thereon in an attractive and neat manner. (6.3)
- b. Each Owner is responsible for any damage created by the Owner and/or any family, guests, employees, tenants, and contract purchasers. (5.5, 6.7)
- c. Any Owner who leases his or her Lot to any person shall remain responsible for ensuring that the Lot and the tenant comply with all Governing Documents.
- d. All leases must conform to Section 5.3.4 of the Declaration of Restrictions.
- e. Owners are responsible for acquainting tenants with the Governing Documents.
- f. The Owner is responsible for the conduct of his or her tenant and tenant's guests.

g. If an Owner has sold his or her Lot to a contract purchaser, or has leased or rented the Lot, neither the Owner nor his or her family, guests, employees or invitees will be entitled to use the Common Area. (5.2.2)

h. The Owner/Landlord are required to submit names and phone numbers of his or her tenants to the Property Management Company within 10 days. An Owner who leases/rents their lot or any part of it shall promptly notify the Property Management Company in writing of the names of all tenants and members of a tenants' family occupying such Lot and shall provide the Property Management Company with a complete copy of the lease.

2. Tenant

a. The tenant of any property has the same rights and obligations for use of the Lot and Common Area during his or her period of occupancy as the Owner.

b. Fines, Individual Assessments or other monetary penalties may be imposed on the Owner for his or her tenants' violation of the Rules & Regulations and/or any other Governing Document.

c. The Association may evict tenants for failure to comply with the requirements of the Governing Documents. (5.3.4.d)

## II. ASSESSMENTS

A. Owners Obligation

1. All Owners are obligated to pay monthly assessments, fines, late charges, interest and legal fees as determined and imposed by the Board of Directors. (4.1)

B. Non-Payment of Assessments

1. If any assessment is not paid in full by the date due, it is considered delinquent and may become a lien against the Lot with late fees, interest and costs of collection added. (4.12 and 4.15)

2. If assessments are not paid within 30 days of the delinquency date: (4.12)

a. The Property Management Company will notify the Owner in writing of the delinquency and a late charge in the amount of ten percent (10%) of the monthly dues will be added to the amount due.

b. The amount due will bear interest at the rate of twelve percent (12%) per annum.

c. The Board may institute legal action against the Owner.

- d. Interest, late charges, costs and expenses will be added to the amount due, including attorneys' fees and collection costs.
- e. The amount due may become a lien against the Lot and notice of Claim of Lien recorded with the San Diego County Recorder ninety (90) days after the delinquency date.
- f. Any lien may be enforced in any matter permitted by law. (4.15)

### III. GENERAL USE RESTRICTION (5.3)

#### A. Rules of Conduct

1. No part of the Project shall be used in a way which would (a) unreasonably disturb the neighborhood or occupants, (b) be a public nuisance, or (c) violate a public law.

2. No Lot shall be used for any purpose other than as a private residence used for single family dwelling purposes. (5.3.3)

-Rentals. Homes are to be used as Private Residence only. Homeowners in residence may not rent out more than one room to a renter. Homes used as boarding house or apartments are not consistent with the normal residential use of Avocado Estates. Homes with multiple renters and their cars cause external effects which are detrimental to neighboring lots and the Avocado Estates community. Renters of homes must park their cars in the garage and/or driveway, not parking bays.

-No short-term rentals of less than thirty (30) days. NO short-term vacation rentals.

#### 3. Prohibited Business Activities (5.3.3)

a. No part of the property shall be used, directly or indirectly, for any business such as commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

b. Home occupations that are consistent with the normal residential usage of a Lot may be allowed with Board approval, provided the use shall be clearly incidental and secondary to the use of the Dwelling as a private residence and complies with all of the foregoing:

(1) The use is conducted entirely within the Dwelling and by the inhabitants, only (i.e., there is no external evidence of such activity).

(2) All activities are in conformance with all applicable governing agencies.

(3) The use shall not generate vehicular or pedestrian traffic in excess of that which is normally associated with single-family residential use, and shall require no additional parking spaces. No professional equipment, apparatus, business equipment, or trucks shall be kept or stored on the premises.

(4) The use shall not involve any exterior indication of such activity, and the structure of the Dwelling shall not be altered to accommodate or facilitate such activity.

(5) The use shall not involve the use of an exterior sign, and shall not create noise, odor, dust, fumes, vibrations, smoke, electrical interference or other interference with the residential use of the Lot or any other part of the Project.

(6) The use shall not increase the liability or casualty insurance obligation or premium of the Association.

(7) The use shall be consistent with the residential character of the Project, and shall conform with the provisions of the Governing Documents.

4. Fires

a. No outdoor fires are allowed with the exception of BBQ fires or approved fireplaces or fire pits within receptacles designed so as not to create a hazard.

5. Sports Apparatus (7.2)

a. No fixed sport apparatus shall be attached to any Dwelling or garage on any Lot without the prior approval of the Architectural Committee.

b. Portable sports apparatus shall be stored so as not to be visible from the Common Area or any Lot when not in use.

c. The steep, hilly landscape in the community creates a safety concern, thus, roller blades, skateboards, and scooters are prohibited in the Common Area.

6. Drilling

a. No Lot shall be used in any manner to explore for or remove water, oil, other hydrocarbons, minerals, or earth substances of any kind.

7. Common Area (5.3.5, 7.1, 7.2)



a. No person, other than the Association or its duly authorized agents, shall alter any portion of the Common Area or any landscaping thereon.

8. Weapons (5.3.12)

a. No firearms, air powered rifles, BB guns, bow and arrows, or any similar type weapons are allowed to be used anywhere in the Project. The use of any weapon other than for lawful self-defense will be subject to a fine.

9. Signs (5.3.8)

a. Commercial Signs. One (1) sign of customary and reasonable size which states that the premises are for rent or sale is permitted.

b. Non-Commercial Signs. Non-commercial signs that are nine (9) square feet or less may be posted or displayed from the yard, window, door, balcony, or outside walls of the Residences and must be, made of paper, cardboard, cloth, plastic, or fabric. No signs will be allowed that consist of lights, roofing, siding, paving materials, flora or balloons, or any similar building, landscaping, or decorative component, including the painting of architectural surfaces.

c. Non-Commercial Flags or Banners. Non-commercial flags, or banners that are fifteen (15) square feet or less may be posted or displayed from the yard, window, door, balcony, or outside walls of a Residence. These flags or banners can only be made of paper, cardboard, cloth, plastic, or fabric and may not consist of lights, roofing, siding, paving materials, flora or balloons, or any similar building, landscaping, or decorative component, including the painting of architectural surfaces.

d. Non-commercial signs, flags and banners related to a holiday or event are to be displayed no sooner than thirty (30) days prior to the event or holiday, and taken down within fourteen (14) days after the event or holiday.

e. Common Area. No signs shall be erected or displayed on the Common Area, except signs placed by authority of the Board. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Area. Flagpoles are not permitted to be installed in the ground in the Common Area.

10. Yard Sales

a. No garage sales are allowed other than the Association authorized, community wide garage sale without obtaining prior Board approval.

## 11. The Pond and Groves at Avocado Estates

Open sunrise to dusk. The pond is private property for the use of Avocado Estate residents and their guests. Our goal is to maintain a family-friendly and courteous atmosphere. Unauthorized visitors will be considered trespassers and will lawfully be instructed to leave by any homeowner and/or Sheriff. The Pond is a sensitive ecosystem. Your cooperation is essential.

1. The Pond is for the use of residents only. Guests must be accompanied by a resident. Be courteous to other residents using the pond at the same time.
  2. Catch and release fishing is authorized with the use of worms on barbless hooks. Please do not attempt to catch the Koi fish.
  3. No radios, loud language or profanity. Please respect and maintain the tranquility of the area.
  4. Glass containers prohibited. No canopies or chairs due to small size of the path and pond.
  5. No stocking of pond with fish.
  6. Remove your personal objects, debris and/or dog waste.
  7. No swimming, wading or boating in the pond. Do not throw objects, except fish food into the pond.
  8. Do not handle turtles or birds, trample landscape or modify fencing.
  9. Alcohol is prohibited at the pond and in the groves.
  10. Smoking is prohibited at the pond and in the groves.
  11. Fruit, including avocados, may be picked from the groves for personal use only. Use caution while in groves to not break irrigation lines and emitters.
  12. Noise - In consideration of neighbors, no power equipment or excessive or unreasonable noise of any kind is permitted at the Project prior to 8:00 a.m., nor after 8:00 p.m. any day of the week.
- B. Property Maintenance
1. Each Lot shall be maintained in a clean, orderly, and attractive fashion.
    - a. No weeds, rubbish, or debris may be accumulated that is visible from the street or any neighboring Lot.

- b. Trash, garbage, etc. is to be kept in covered containers and screened so that the containers are not visible from the Common Area or any Lot, except as provided in subsection c, below.
- c. Trash containers are to be placed at the curb for pick-up no earlier than late afternoon on the day before the trash is collected, and trash containers are to be taken from the curb and stored no later than the morning after the trash is collected.
- d. Service areas, and storage piles must be screened so that they are not visible from the Common Area or any Lot. Screening material must be appropriate and approved by the board prior to use.
- e. No windows shall be covered with aluminum foil, sheets, towels, blankets or similar material. External window coverings must be maintained and not in disarray.
- f. Fences, railings and decks shall not be used for hanging, drying, or airing clothing, towels, rugs or other material.
- g. No machinery or equipment of any kind may be placed on any Lot except as usual and customary for use as a private residence.

C. Animal Regulations (5.3.10)

1. All provisions of the San Diego County Code regulating animals apply to the Project. Violations of such animal regulations should be reported to the Property Management Company and/or the San Diego County Animal Shelter.

- a. Only ordinary domestic animals such as dogs, cats, fish and birds may be kept as household pets within any Lot provided they are not kept, bred, or raised for commercial purposes.
- b. Pets which unreasonably interfere with the peaceful, quiet enjoyment of any resident are prohibited. The Board has the right, but not the obligation, to require the permanent removal of any pet which is allowed to unreasonably threaten the physical or emotional well-being of any Owner or resident of a Lot, is allowed to create a nuisance or disturbance, is dangerous or causes damage to property. The Board has the sole discretion to determine whether any of the foregoing conditions exist which requires the permanent removal of a pet. Except in an emergency situation warranting an application for the issuance of a temporary restraining order or preliminary injunction, prior to requiring the permanent removal of a pet, the Owner of the Lot shall be provided with notice and an opportunity to be heard by the Board.
- c. Dogs must be effectively controlled by a 6' or shorter leash or fencing at all times.

- d. Litter deposited by animals on lawns, streets, sidewalks, or Common Areas must be removed immediately by the owner.
- e. Animals shall not be tied to trees, fences, stakes, or exterior building structures within the Common Area.
- f. No pet is permitted to roam free on the Project. Animals found roaming free within the Project shall be assumed to be strays, and may be held by a resident for pick-up by the San Diego County Animal Shelter.

D. Pool Rules

- 1. Pool Season and Hours:
  - a. The pool is open on a seasonal basis (approximately March through Thanksgiving).
  - b. Only lap swimming is permitted from 6:00a.m. – 9:00 a.m.
  - c. General use hours are 9:00 a.m. – 10:00 p.m.
- 2. There is no lifeguard service at the community pool. All persons using the pool and spa do so at their own risk.
- 3. The facility's entrance gate must be closed and locked at all times.
- 4. Pool and spa usage are limited to Residents and their guests only. Guests must be accompanied by a resident at all times. No more than five (5) guests are permitted at any one time unless part of a scheduled party (see Article III.D.22. below).
- 5. Owners are responsible for their tenants and guests. Residents and guests are expected to behave in an orderly and responsible manner. Any behavior which interferes with another's use and enjoyment of the facilities is prohibited.
- 6. Smoking, including electronic cigarettes, in or around the facility/Common Area is prohibited.
- 7. All spa users should limit their exposure to 15 minutes; overexposure to hot water may result in nausea, dizziness, fainting or heat related illness.
- 8. No alcoholic beverages are allowed in the pool or spa.
- 9. Use of the pool and/or spa by persons with infectious or communicable diseases is prohibited.
- 10. Swim diapers are required for incontinent persons using the pool and/or spa.
- 11. Spitting, spouting of water or blowing nose in the pool is prohibited.

12. No running, pushing, shoving, or other "horseplay" is allowed at the pool facility.
13. Only plastic inflatable floats of reasonable size or exercise kick board no more than 15"x10" may be used in the pool (NO BOOGIE BOARDS to include standing boards that are used to run and glide from the side of the pool).
14. No diving permitted.
15. No water balloons in the pool area.
16. No glass containers or breakable items allowed at the facility. (aluminum or plastic are allowed).
17. No food or beverages in the pool or spa at any time.
18. All barbeques must be turned off, including main gas supply valve, after use and cleaned for the next user.
19. No animals are allowed at the facility unless it is a service animal or emotional support animal that is first registered with the Association as such.
20. No bicycles, skateboards, roller skates, rollerblades, or other personal transportation devices are allowed to be used at the facility.
21. Noise is to be kept to a minimum at all times. No shouting, yelling, etc. Radios must be played softly or with earphones used so as not to disturb others at pool.
22. Residents may sign up for private parties on the calendar posted at the pool, subject to the following conditions:
  - a. All pool rules apply; no improper use of the pool area.
  - b. Private parties are limited to 20 persons total.
  - c. Private parties are limited to a three (3) hour duration.
  - d. Other residents cannot be restricted from pool use during a party.
  - e. Party host should provide trash containers for trash generated from the party. Association trash cans are for incidental NON-FOOD daily use and not for party trash. All trash generated from the party must be removed from the premises immediately after the party.
23. There is a fee for the replacement of a lost pool key. Please contact the Property Management Company to obtain a replacement.

## E. Vehicle Regulations

### 1. Garages

- a. When garages are not in use, garage doors shall be closed.
- b. Garages should first be used to the full extent of its intended purpose of parking vehicles. Garages shall not be converted for living purposes.

### 2. Vehicles (5.4)

- a. No mobile home, camper, boat, trailer, storage pod, truck over three-quarter ton carrying capacity, or other recreational or commercial vehicle of any kind shall be kept, stored, maintained, constructed or repaired on the property in such a manner as to be visible from the Common Area or any Lot. The above-mentioned vehicles may be parked with prior board approval in owners driveways or pool parking lot, not to exceed 48 hours. Any deviation or extended periods of time must be approved by the board.
- b. No vehicle which is inoperable shall be left at the Project other than inside a garage.
- c. Vehicles such as mopeds, mini-bikes, motorcycles, all-terrain vehicles, dirt bikes and similar machines shall not be operated in the Common Area except for direct ingress or egress.
- d. The speed limit in Avocado Estates is 15 m.p.h. Speed regulations are to be observed at all times. All violators are subject to a fine.

### 3. Parking (5.4)

- a. Parking bays and the pool parking lots are considered Common Areas and are not for exclusive or permanent use by owners/residents of the community. Owners/residents may use the Common Areas for incidental parking in time of construction, yard maintenance, vendor services, emergencies, and shall not be used for the intended purpose of overnight parking. Hardship situations where the number of vehicles exceed the member's garage and driveway capacity should be addressed to the board on an individual case by case basis.
- b. No parking is permitted on the streets.
- c. Guest parking is allowed in parking bays or in the pool parking lot.
- d. Only parallel parking is permitted in non-striped parking bays.

e. No vehicle shall be stored, permanently parked or abandoned in the Common Area parking spaces or in a resident's driveway. Vehicles must be maintained, operational, and registered. Any vehicle parked in the Common Area for more than seventy-two (72) hours is subject to be towed at the vehicle owner's expense and/or the Owner will be subject to progressive fines as provided for in the Association's Schedule of Fines. Inoperable vehicles are only allowed to be parked in a resident's/owner's garage. Inoperable vehicles parked in the Common Area are subject to towing at the owner's expense. The Owner of any Lot on which stored, permanently parked or abandoned vehicles exist will be subject to progressive fines as provided for in the Association's Schedule of Fines. (5.2.3)

f. Parking on yards, grass, dirt, gravel or any other non-paved areas of the Lot is prohibited.

g. Any vehicles parked in violation of this section may be subject to tow without warning.

#### **IV. LANDSCAPING**

##### **A. Maintenance**

1. All landscaping of every kind and character, including shrubs, trees, grass and other planting on a Lot shall be neatly trimmed, properly cultivated, watered, and maintained continuously by the Owner thereof in a neat and attractive manner. Homeowners are required to use a combination of plants, mulch and or rocks. Modifications to landscaping must have prior board approval. (6.3.2, 6.4)

2. Slope areas on any Lot shall be maintained continuously by the Owner in a neat and attractive manner. (6.3.5)

a. Established slope ratios must be maintained.

b. Established drainage facilities must be maintained to prevent erosion and sliding and to facilitate discharge of water.

c. No structure or planting is permitted that would interfere with any of the above.

##### **B. Views**

1. No landscaping is allowed which unreasonably interferes, in the sole discretion of the Board, with the view of another Lot (6.4).

##### **C. Removal and Clearing**

1. No removal of trees, in any way, without prior approval of the Board. (7.2)

2. No topping of trees. (7.2)

## **V. ARCHITECTURAL CHANGES (7.0)**

### **A. Approval**

1. Board approval is required prior to any change or improvement to the exterior of a Dwelling or any portion of a Lot. This includes, but is not limited to, structural modifications, balconies, patios, trellises, roofs, paint colors, screen doors, antennas/satellite dishes greater than one (1) meter in diameter, fences, walls, spas, sporting equipment, landscaping, solar energy installations, outdoor lighting, etc. (7.2)

2. Prior to commencing any alteration and/or improvement approved by the Board, Owner must comply with all appropriate governmental laws and regulations. Approval by the Board is not an indication that the proposed alteration/improvement will satisfy governmental laws and regulations, and satisfaction of governmental laws and regulations is not an indication that the proposed alteration/improvement satisfies the requirement of Board approval. (7.13, 7.14)

3. Unauthorized or unapproved additions or modifications are subject to removal and/or restoration to original conditions at the Owner's expense.

### **B. Architectural Committee**

1. The Board may establish an architectural committee to review all requested architectural changes. (7.1, 7.7)

### **C. Requests for Additions and/or Modifications**

1. Requests for additions and/or modifications must be submitted in writing to the Property Management Company using an "Application for Architectural Changes" form. Please give as much information as possible, including plans and specifications for the proposed changes. (7.5)

2. Requested additions and/or modifications should conform to the general appearance of the building including wood type, fixture design, paint color, etc. (7.6, 7.4)

3. Quality of any addition and/or modification shall be equal to or better than the original construction. (7.4, 7.6)

4. Owners shall assume all liability for any damage or injuries caused by the installation or operation of any exterior addition and/or modification.



## **VI. VIOLATIONS AND PROCEDURE FOR ENFORCEMENT**

### **A. Discovery**

1. The Board, Property Management Company, or committee appointed by the Board may note any violations discovered during Project walk-throughs or by personal knowledge of any of its members or representatives.
2. Owners may report violations to the Property Management Company by submitting a written notice describing the violation.

### **B. Procedure for Enforcement**

1. Contingent upon the nature, seriousness and history of the violation, the Association will generally adhere to the following enforcement procedures but the Board is not required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law and the Governing Documents, determine what remedy to pursue and at what time. Immediate legal action may be sought in the form of a temporary restraining order (“TRO”) and/or preliminary injunction where appropriate. Depending on the severity and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary.

a. At the time a violation is noted or reported, a first notice to correct the violation will be sent by the Property Management Company to the Owner. The notice will contain a description of the violation and instructions for responding to the notice and, where appropriate in the discretion of the Board or the Property Management Company, correction of the violation.

b. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the Property Management Company will send the Owner and a request to appear before the Board or appointed committee, either by appearing personally or by submitting a signed written statement. The hearing date shall be at least five (5) days before the effective date of the monetary penalty and at least fifteen (15) days after the Owner has been provided notice of the hearing. The notice shall be delivered to the Owner personally, by first class or registered mail to the last address of the Owner shown on the Association’s records, or by other means reasonably calculated to provide the Owner actual notice of the monetary penalty and hearing. The Board or appointed committee shall give fair consideration to the Owner’s oral or written response in determining whether to impose a penalty. If the Board decides to impose a monetary penalty, the Owner shall be provided with written notice within fifteen (15) days following the hearing.

c. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or appointed committee (comprised solely of Board members) may impose additional or progressive fines until such time as the matter is satisfactorily resolved, in the discretion of the Board.

d. At any time after the first notice, if the violation continues or is repeated, the Board may refer the matter to the Association's legal counsel. The Owner may be liable for the Association's legal costs and fees incurred in enforcing violations of the Governing Documents.

2. In the event of multiple violations, this process may proceed concurrently for each separate violation or collectively as one proceeding for all violations.

3. Forbearance to enforcement shall not be waiver of the Association's or Board of Directors' right of enforcement. The Board reserves the right to pursue any and all legal remedies available in addition to those listed above. Fines actually levied will not be rescinded. (12.3, 14.2)

#### C. Fines

1. Fines may be levied in accordance with the Governing Documents according to the current Fine Schedule. A copy of the current Fine Schedule is included in Appendix A to these Rules and Regulations.

### VII. PROBLEMS, CONCERNS AND COMMENTS

#### A. Problems Involving Danger of Life or Property

1. If you see a life/safety emergency situation (e.g., fire, drowning, etc.) or a crime (burglary, etc.) in progress, you should immediately call 9-1-1.

#### B. Problems of Immediate Concern

1. If you think one of your neighbors is violating an Avocado Homeowners Association rule (e.g., an excessively loud stereo) and the situation must be corrected immediately, you can, where appropriate, politely ask your neighbor to correct the situation. We urge you to exercise good neighborly manners in requesting that a neighbor, or in receiving a request from a neighbor to, correct a violation. If this does not correct the problem or you do not feel comfortable with asking your neighbor to correct the situation, notify the Property Management Company during normal working hours, or if after hours, contact the appropriate government agency.

2. If there is a common area problem requiring immediate attention (e.g., broken sprinkler gushing into the street, etc.), please notify the Property Management Company as soon as possible. The Property Management company has an emergency contact service if after hours.

C. Recurring or Continued Problems

1. Problems concerning reoccurring or continued violations of Avocado Homeowners Association rules should be directed to the Property Management Company in writing.

D. Comments and Suggestions

1. Comments and suggestions should be directed to the Property Management Company in writing.

## APPENDIX A FINE SCHEDULE

Fines for first time violations of the Governing Documents - Bylaws, Declaration of Restrictions, and/or Rules and Regulations - will be levied in accordance with the following schedule:

Violation	Fee
1. Putting trash containers and/or yard trimmings, trash debris, etc. at the curb earlier than late afternoon on the day before the trash is collected or removing trash containers from the curb later than the morning after the trash is collected.	<b>\$50</b>
2. Violation of Pool and Pond rules.	<b>\$50</b>
3. Failure to maintain the exterior of the structure, including, but not limited to, Dwelling, fences, driveways, retaining walls, etc., in accordance with the Governing Documents.	<b>\$75</b>
4. Failure to maintain landscaping in accordance with the Governing Documents.	<b>\$75</b>
5. Storing boats, RV's, trailers, etc. in yards or driveways over 24 hours.	<b>\$75</b>
6. Allowing dogs to run loose, or on a leash of more than 6 ft.	<b>\$75</b>
7. Failure to pick up after pets.	<b>\$75</b>
8. Dog barking - frequent or long continued noise that unreasonably disturbs a person (normal sensitivity) biting, nipping, barking dogs & dogs that chase or attack pedestrians.	<b>\$75</b>
9. Unreasonably loud music or noises in Common Areas or Dwellings at unreasonable hours, or following neighborhood complaints.	<b>\$100</b>
10. Deliberate, intentional or reckless damage to or misuse of Common Area or Association property (e.g., landscaping, sprinklers, roads, streetlights, gates, pool, etc.) *Plus cost of replacement.	<b>\$100*</b>
11. Unauthorized Architectural changes.	<b>\$100</b>
12. Discharging a weapon anywhere in the Project.	<b>\$150</b>
13. Removal of trees on Owner's Lot without prior Association approval.	<b>\$200 per tree</b>
14. Removal or trimming of trees in Common Areas.	<b>\$500 per tree</b>
15. Parking violations	<b>\$75</b>
16. Any other violation of the Governing Documents not stated above.	<b>\$75</b>

Fines may be in addition to an Individual Assessment equal to any applicable cost of repair or damage sustained.

Fines for continuing or repeated violations may be increased in Fifty Dollar (\$50.00) increments at the discretion of the Board. In the discretion of the Board, fines for continuing violations may be imposed on a daily or monthly basis until the violation is corrected.

Four or more violations assessed to a single lot in any six (6) month period may result in an additional fine of up to One Thousand Dollars (\$1,000.00), at the discretion of the Board.



# Avocado

ESTATES

*Like living in a park*