

Magnolia Homeowners Association

(commonly known as Countryside Estates)

Restated Rules and Regulations - 2018



MAGNOLIA HOMEOWNERS ASSOCIATION

POLICIES, PROCEDURES, RULES AND REGULATIONS FOR COUNTRYSIDE ESTATES, Santee, CA

Revised and approved by The Board of Directors Effective March 1, 2018

All owners and residents are responsible for reading these Rules and Regulations and to be fully informed regarding their content. This manual is a supplement to the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the By-Laws, which were established in compliance with the California Civil Code, the Department of Real Estate, and the California State Corporations Code. This manual supplements and clarifies the requirements with which all owners and residents of Countryside Estates must comply.

Compliance with these rules and regulations is necessary so a pleasant well-maintained family environment in which to live and the value of all the properties in Countryside are preserved.

The provisions of this manual are effective as of April 1, 2018. Changes to the manual will be made as necessary, and in compliance with the California Civil Code.

Owners, including non-resident owners, are responsible for the actions of their guests and tenants. Non-resident owners are required to provide tenants with this information. Additional copies of this Manual are available to owners and residents upon request for a small fee to cover copying cost.

TABLE OF CONTENTS

TITLE NO.	PAGE
1. Introduction	4
2. Magnolia Homeowners Association	4
3. Board of Directors	4
4. The Management Company	4
5. Monthly Association Dues	5
6. Common Area	5
7. Rules and Regulations	6
8. General Rules	6
9. Building and Grounds	8
10. Parking Rules	9
11. Swimming Pool and Pool Area Rules	9
12. Pets	12
13. Rental Restrictions disclosure	13
Appendix A – Administrative Resolution No. 1 – Delinquent Assessments	
Appendix B – Procedures and Fines for Violation of Rules and Regulations	
Appendix C – Internal Dispute Resolution Procedure (IDR)	
Appendix D – Alternative Dispute Resolution (ADR)	
Appendix E – City of Santee Fire Department Regulations for Outdoor Fireplaces	

1. INTRODUCTION

The following pages include the Policies, Procedures, Rules and Regulations that make Countryside a pleasant community in which to live.

2. MAGNOLIA HOMEOWNERS ASSOCIATION (HOA) (The Association)

2.1 Each legally recorded owner of a home in Countryside is a member of the Homeowners Association, and each has equal rights and responsibilities. Each home (lot/unit) has only one vote at any meeting of the HOA. A regular meeting of the HOA is held annually. Special meetings of The Association may be scheduled at any time by The Board of Directors.

2.2 Special meetings may also be called by the written request of Association members when at least 5%, eleven (11) of the homeowners request such a meeting by written petition. This request must be delivered to The Board of Directors at least 20 days prior to the date desired for the special meeting.

2.3 The Board of Directors will maintain, or have maintained, a roster containing the name, address and telephone number of each owner and resident. HOA members are required to notify The Board in writing within 30 days when changes occur to this information. This information is necessary to conduct the business of The Association and will at all times be kept COMPLETELY CONFIDENTIAL.

3. BOARD OF DIRECTORS (The Board)

3.1 The Association Board of Directors consists of seven resident property owners elected by The Association. The new Board elects the officers of the Corporation. Only resident owners may be elected to The Board.

3.2 The Board supervises the financial affairs of The Association, enforces the governing documents, and ensures proper maintenance of the common grounds.

3.3 The Board will convene a meeting monthly on the second Monday of each month at 6:00 PM at the location specified on the agenda posted on the bulletin board in the pool area. All residents are welcome to attend the meetings to meet personally with The Board at the beginning of each meeting in the Owners Forum. Residents who desire to bring an item before The Board are invited to do so by informing Professional HOA Consultants, Inc. at least 7 days in advance of the meeting so the topic can be placed on the agenda.

3.4 The Board may create committees and appoint members to those committees to assist The Board with the management of The Association.

3.5 The Board meeting agenda will be posted by The Board, as specified by California law, on the community pool bulletin board a minimum of 4 days prior to the meeting.

4. THE MANAGEMENT COMPANY

4.1 The Board currently contracts with a management company, Professional HOA Consultants, Inc., to act in an advisory capacity to The Board, and to carry out the day-to-day administration of The Association.

5. MONTHLY ASSOCIATION DUES(DUES)

5.1 The monthly Association dues provide the primary means for The Association to maintain the common area, insurance, utilities, etc. A portion of the dues pays the day-to-day upkeep and maintenance of the community. Another portion of the dues goes into a reserve account for major repairs and maintenance on a non-operating basis, such as repair and resurfacing the streets in Countryside. An outside, independent auditor will advise The Board regarding the legally required amounts to be kept in the reserve account.

5.2 All members of The Association are required to pay the current monthly dues on the first of each month. If dues are not received by the management company on or before the 15^h of the month, a late charge of 10% of the assessment will be assessed to the account. Coupon books are mailed to owners annually. Those are the only notification that will be issued to the owner regarding payment of dues.

5.3 If a check is returned by the bank unpaid, the Owner will be assessed any fees or service charges imposed on The Association by the bank. Additionally, a cashier's check or money order must be submitted as a replacement. Checks made payable to any entity other than MAGNOLIA HOMEOWNERS ASSOCIATION or MAGNOLIA HOA will be returned to the homeowner and a late fee applied.

5.4 The current procedures for collection and fees for late dues payments are attached as Appendix A at the back of this manual. The owner will be responsible for all fees charged.

5.5 From time to time The Board may approve special assessments to meet the financial and upkeep requirements of The Association. The collection policy for special assessments will be handled in the same manner as the monthly dues.

5.6 The Board may suspend the voting rights of owners who are delinquent in their dues or assessments, and take any other action allowed by statute, CC&Rs, and the By Laws.

6. COMMON AREA

6.1 The term "common area" in this manual is defined as everything except:

A. A lot which includes a patio home.

B. A lot which includes a townhome.

7. RULES AND REGULATIONS

7.1 The rules and regulations outlined in this manual apply to all resident owners and non-owner residents, and the guests of owners and non-owner residents. All homeowners are requested and encouraged to assist in the enforcement of all rules and regulations. If the regulations are not understood, please take time to explain them courteously to your neighbor, fellow homeowner, visitor or tenant.

7.2 Whenever possible, homeowners, residents and tenants should settle their differences with their neighbors without involving The Board or the Management Company. All residents have the right to contact the Santee Sheriff's Department in the event of repeated disturbances or legal violations.

7.3 Any member of The Association may register a complaint about a policy or rules violation with the Board. Such complaints must be in writing and signed to insure there is no misunderstanding and to permit an appropriate investigation of the activity. Such complaints should be delivered or mailed to the Management Company. The Board will not address or act upon any complaint that is submitted without a signature.

7.4 When enacting new rules, The Board must provide 30 days written notice to The Association members before making the change. A decision to change a rule must be made at a Board meeting after consideration of any comments made by The Association members. The Board must deliver notice of the change to The Association members within 15 days after the rule change is approved. (The Board may adopt an emergency rule effective for 120 days). Within 30 days' notice of a rule change, 5% (eleven (11) homeowners in good standing) may call a special meeting of The Association to reverse the new rule. The rule may be reversed by the vote of a majority of those voting at the Special Meeting. This vote can be held by written ballot instead of calling a Special Meeting. It would take 51% (one hundred five (105) homeowners in good standing) affirmative vote to reverse a rule.

7.5 Fines and notices for violations will be issued in accordance with the current schedule of notices and fines (see Appendix B).

8. GENERAL RULES (ref. Magnolia CC&R's, Pages 27 thru 34, Article 7, Sections 7.1 thru 7.16)

8.1 No illegal activities are allowed anywhere in The Association, including, but not limited to the use, sale or making of drugs. If such activity is suspected, the appropriate legal authorities should be immediately contacted. This is the responsibility of each member of The Association and strongly encouraged by The Board.

8.2 Noise carries easily in the complex. Consideration regarding noise is expected at all times. No one should be subjected to excessive noise at any time.

8.3 Noise disturbances may be a violation of the City of Santee Noise Abatement Code. Violations should be reported to that authority. Noise abatement is the responsibility of each member of The Association.

8.4 Pedestrians on common area paths, streets, or walkways have absolute right of way at all times.

8.5 Skateboards, roller-skates, or roller-blades, or any similar type vehicles or devices shall be allowed on common area pathways or streets only between 7 AM and 8 PM. "Grinding," sliding on curbs, jumping ramps or acrobatics are forbidden in the common areas at all times.

8.6 For safety reasons, no skateboarding, roller-blading or roller-skating, or any similar type vehicles or devices is allowed on Frank Lane.

8.7 Loitering is not permitted on any portion of the common area, pool area, or common area streets after 10 PM daily.

8.8 There will be no open fires or barbecues or fire pits allowed in the common areas at any time, whether in use or not. Fire pits in patios are subject to regulation by the City of Santee Fire Department. (refer to Appendix E).

8.9 Car washing is prohibited anywhere within the Association's property boundaries.

8.10 Each Owner shall be liable to the Association and the remaining Owners as a matter of contract law for the cost of repair of any damage to the Common Area that may be sustained by reason of any act or omission of such Owner, the Owner's family members, contract purchasers, tenants, guests, or invitees, whether or not such acts or omissions and damages arising therefrom are covered by insurance.

9. BUILDING AND GROUNDS (refer to Architectural Guidelines and Magnolia CC&R's, Pages 35 thru 40, Article 8 Sections 8.1 thru 8.18)

9.1 Approval in writing from The Board or the Architectural Committee must be made prior to any improvements, alterations, modifications, and additions, color changes, to the exterior of any home, fence, rail, and ledge. (See Architectural Guidelines for specifics). Please see our website www.countrysidemagnolia.com for approved and samples of the paint colors of the Association.

9.2 Unless the homeowner has planted their own plants in the common area landscape next to their home, the Common Area will be maintained by the landscape contractor, under the supervision of The Board. Each homeowner is responsible for maintaining any plants they have planted, even if they have been planted in the common area. Homeowners must apply in advance in writing to The Board and obtain written permission from The Board to do such planting.

9.3 If a Homeowner has established plants in the common area with Board approval, but fails to maintain the plantings, then The Board can remove the plantings and replace them at the Homeowners expense.

9.4 The Board has the right to remove or ask for the removal of any object considered to be a hazard or not in keeping with the decorum of the community, as allowed within the limits of the laws of the City, County, and State or Federal governments.

9.5 Balcony and patio areas and open carports may not be used for unsightly storage of items easily visible from the common area or from an adjacent lot.

9.6 All windows facing the exterior shall have acceptable window coverings that do not detract from the decorum of The Association. Bed sheets, foil or other inappropriate coverings are not acceptable.

9.7 Automotive repair or maintenance is not permitted anywhere in the common area or in any area visible from the common area.

9.8 Damaged property in the common area should be reported immediately to The Management Company or The Board for replacement or repair.

9.9 No flammable or hazardous materials may be stored in the common area. This includes such materials in or on vehicles parked in the common area.

9.10 All trash must be placed inside containers approved by the waste disposal company. Such containers may not be placed in the common area except on the one day that trash is collected. All trash containers must be removed from the common area within 24 hours of trash collection. Occasional exceptions may be granted if Professional HOA Consultants, Inc. is notified in advance.

9.11 Townhomes may keep up to three trash cans in the carport area. Townhomes where the carport fence has been moved out beyond the garage door may not keep their trash containers in the carport.

9.12 Construction Dumpsters may be placed in view of the common area, but not on the common area or in a fire lane, with advance notification to Professional HOA Consultants, Inc. specifying the time frame the construction dumpster will be in use by the homeowner.

9.13 Portable basketball stands may be used in the common area, but must be removed and stored, out of sight from the common area, by the owner when not in active use. Failure to put basketball stands away may result in removal by Association maintenance staff. (In accordance with Section 7.1 "Responsibility to Comply with Governing Documents." of the HOA CC&Rs).

9.14 A portable basketball stand left in the common area will be posted with a notice to remove from the common area within 24 hours of the posted notice date.

9.15 An administration fee of \$100 will be charged for return to the owners of basketball stands removed from the common area by grounds staff (in accordance with Section 4.18 "Individual Assessments" and Section 4.20 "Expenses Incurred in Gaining Member Compliance" of the HOA CC&Rs).

9.16 Holiday decorations visible from the common area, including but not limited to Christmas Holiday lights, are to be removed within 30 days of the appropriate holiday.

10. PARKING RULES

10.1 There is no reserved parking in the common area. Residents are required to park at least one highway-legal, registered vehicle in their garage or carport at all times. All vehicles parked in the common area must be operable and have current registration.

10.2 Permits are required in all common area parking from 5:00pm to 7:00am. Permits must be clearly displayed at all times. Any vehicle not displaying a valid Instant Guest Permit or a valid Resident Permit in the common area will be subject to immediate tow at vehicle owner's expense. Each unit will be authorized one resident parking permit and will have a monthly allowance of seven (7) single night instant guest permits available through our parking management company.

10.3 All streets and alleyways within Countryside are designated fire lanes and must be kept clear of parked vehicles at all times. Unattended vehicles will be immediately towed and impounded at the owner's expense.

10.4 Garages and carports are to be used for the parking of passenger vehicles. Garages may be used for storage only so long as such use does not prevent the parking of at least one highway-legal, registered vehicle therein. Garages may not be used as living space or for recreational purposes.

10.5 The following are considered parking violations within Countryside:

- A. Parking in excess of 72 consecutive hours without being moved
- B. Unattended vehicles in fire lanes anytime
- C. Recreational Vehicles parked in common area parking (boats, camper/trailers and motor homes, etc.)
- D. Vehicles backed into spaces.
- E. Oversized vehicles (a vehicle and anything attached to it or is carried in it that does not fit within confines of the parking space)
- F. Non-operable vehicles, vehicles with expired registration or missing plates

10.6 Enforcement of parking violations

- A. Violations of any of these rules will result in immediate tow.

11. SWIMMING POOL AND POOL AREA RULES

11.1 The pool area is self-monitoring. It is expected that all residents and their guests will comply with these rules.

11.2 Pool hours are 8 AM - 9 PM daily. The pool will be locked at 9 PM nightly. Anyone in the pool area at other times may be considered a trespasser and legal authorities may be called. The Board has the discretion to keep the pool area locked in inclement or cold weather during the months of November through March or at other times deemed appropriate to maintain public safety or health.

11.3 The Association does not provide lifeguard service. All persons using the pool do so at their own risk.

11.4 The pool gate is to be kept locked at all times.

11.5 The pool is for the use of homeowners and their guests only. Guests must be with a homeowner who has a pool key with them.

11.6 Entry into the pool area by climbing the fence is not allowed at any time.

11.7 Children 13 and under must be accompanied by a legally responsible adult (18 years or older).

11.8 Diving is not allowed at all at any time by anyone.

11.9 Glass containers are not allowed inside the pool fenced area.

11.10 Bicycles, skateboards, rollerblades and/or hover boards or any similar type vehicle or devices are not allowed inside the pool fenced area.

11.11 Proper swim wear must be worn at all times by all swimmers.

11.12 For state requirements regarding pool sanitation, children using diapers are required to wear snug plastic or rubberized pants or diapers sold specifically for use in pools.

11.13 Pets are not allowed inside the pool fence.

11.14 No food or beverages are allowed in the pool. Food and beverages are allowed in the picnic table area, as long as all other littering and container rules are observed.

11.15 Running is not allowed on pool deck.

11.16 All those in the pool area will keep pool area free of litter- place trash in trash bins provided.

11.17 All those in the pool area will keep bathrooms clean and litter free.

11.18 Pool safety equipment is for emergency use only. All those in the pool area are responsible for ensuring that others are not using the pool safety equipment inappropriately.

11.19 Excessively loud or disturbing noise, including radios, is not permitted.

11.20 Non-owner residents (tenants) have owner privileges while they have rental custody of the residence in Countryside. Non-resident owners relinquish their privileges to their tenant(s) and may not use the pool facilities as long as the residence is rented or leased.

11.21 Each home is permitted to have no more than four (4) guests use the pool facilities at any one time without prior permission from The Board.

11.22 Fines and notices for violations will be issued in accordance with the current schedule of notices and fines (see Appendix B).

11.23 Replacements for lost pool keys will be provided upon written request to the management company with a \$25 service fee.

12. PETS

12.1 Only usual and ordinary household pets such as dogs, cats, fish, and birds may be kept in any home or yard and must be kept within the confines of the yard or dwelling.

12.2 No more than two (2) common household pets may be kept in each Lot so long as the same are not kept, bred or maintained for commercial purposes, except that caged birds or fish in an aquarium may be kept and maintained in reasonable numbers or as otherwise established by the Board. No other animals, reptiles, livestock, or poultry of any kind shall be kept, bred or raised in or on any Lot.

12.3 Dogs with a vicious disposition, whether by breeding or training, are not permitted on any lot or common area.

12.4 Pets are not allowed to become a nuisance as defined by the County of San Diego Animal Control Laws.

12.5 Pets must be kept on a leash at all times when in the common area, this also includes service pets. Pets must be under the positive control of the handler. Pet handlers must clean up immediately after their pets when in the common area.

12.6 Lots are to be kept clean. The development of offensive odors or unsanitary conditions within a homeowner lot is not allowed. Severe cases of violation will be referred to the animal control authorities for enforcement.

13. RENTAL RESTRICTIONS DISCLOSURE

13.1 An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the owner acquired title to his or her separate interest.

13.2 Notwithstanding the provisions of this section, an owner of a separate interest in a common interest development may expressly consent to be subject to a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee, or tenant.

13.3 For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the owner of all or part of the separate interest meets at least one of the following conditions:

A. Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.

B. Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

13.4 Prior to renting or leasing his or her separate interest as provided by this section, an owner shall provide the association verification of the date the owner acquired title to the separate interest and the name and contact information of the prospective tenant or the prospective tenant's representative.

13.5 Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

13.6 This section shall apply only to a provision in a governing document or a provision in an amendment to a governing document that becomes effective on or after January 1, 2012.