

BEACHWALK
Rules and Regulations
Amended June 3, 2003

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Foreword

The Beachwalk/Carpinteria Owners Association is a non-profit mutual benefit association consisting of all owners of units within the Beachwalk/Carpinteria complex. The Board of Directors is elected by the owners and is responsible for managing and maintaining the complex. To assist in the management of the complex, the Board employs a management company. The management company, at the direction of the Board, enforces the rules and regulations as established in the Beachwalk Declaration of Covenants, Conditions, and Restrictions (the CC&R's), and in accordance with California law that may supersede the Declaration.

This booklet, the Beachwalk Rules and Regulations, is designed to provide a reference for both owner and renter. Please take the time to read each one. All owners and residents are responsible for understanding and abiding by the rules and regulations. Owners are responsible to ensure that their tenants receive a copy of these rules and regulations. The objective is to promote safety, harmony, convenience, and a feeling of neighborhood. If questions or problems develop, the management company should be contacted.

Sincerely,

The Board of Directors

I Board of Directors Meetings

Meetings of the Beachwalk/Carpinteria Owners Association Board of Directors are held regularly. Notices are mailed to each owner in advance, and posted at the community.

At these meetings, the Board conducts Association business, discusses issues, and receives feedback from homeowners. These meetings provide a time (five minutes) for owners to ask questions and express any concerns they have to the Board. Homeowners are encouraged to attend Board meetings and take an active role in their community.

II Management Company

The Beachwalk Board of Directors employs a management company to collect monthly dues, handle all accounting on the Association's behalf, and assist the Board of Directors in day-to-day matters and larger projects. Any communication directed to the Board should be sent to the management company.

The management company is:

Spectrum Property Services
PO Box 5286
Ventura, CA 93005

Phone: 805-642-6160
Fax: 805-642-3944
E-mail: Raymond@spectrumprops.com

Property Manager: Raymond Melero

III Association Dues

Operation, maintenance, and repair of the Beachwalk/Carpinteria complex are funded by a regular assessment of the homeowners. This assessment - your monthly dues - is the only source of revenue; therefore, the Association places top priority on timely monthly payments from all homeowners.

Your dues pay for all the items in the Association budget: insurance, local licenses and fees; common area utilities, services, and repairs such as landscaping, pool maintenance and repair, gas, water, electricity, refuse, and structure repair; reserves; and administration such as management services, legal fees, tax preparation, office supplies, and the reserve study. A copy of the annual budget is provided to homeowners each year.

Association dues are considered annual assessments. It is a privilege for a member to pay these dues on a monthly basis. Should any member be delinquent in the payment of the monthly dues, the balance of the remaining unpaid annual assessment shall become immediately due and payable.

Monthly dues are payable by the first of each month (the delinquency date) and are considered late after 30 days, at which time a late charge of \$10 will be assessed. Interest on the unpaid balance will be charged from the delinquency date at the rate of 10 percent per annum. Any check returned for insufficient funds will be assessed a \$25.00 handling charge.

IV Insurance

The Association pays for the blanket hazard insurance that covers each building. If you believe you have a claim against the Association's insurance, please contact the management company. Do not contact our insurance agent directly.

The insurance purchased by the Association does not cover anything inside your structure. Your personal belongings and displacement housing are not covered.

V Leases

A lease may not be written for a period of less than six months.

Subletting is not permitted.

It is the responsibility of the homeowner who leases the unit to provide copies of the CC&R's, Bylaws, and Beachwalk Rules and Regulations to each new tenant. The homeowner is also required to provide the tenant's names, telephone number, number of cars, license numbers, makes of cars, and a copy of the lease, to the management company.

VI General Regulations

1. Owners are responsible for the actions of their children, guests, and tenants. Although tenants are to abide by these Rules and Regulations, owners bear the ultimate responsibility for the actions of their tenants. If there is a need to impose penalties, they are imposed against the owner and not the tenant.
2. Exterior alterations of any kind, including painting, are not permitted without the prior written permission of the Board of Directors sitting as the Architectural Review Committee. A written request, including a sketch, must be submitted to the Board via the management company.
3. Obstruction of sidewalks, driveways, garages, and entranceways, is not permitted. Storage of personal articles such as furniture, bicycles, toys, mops, ladders, tools, brooms, etc., is not permitted in any part of the common area.
4. The only items that may be kept on exterior balconies and patios are patio furniture, barbecues, plants, and items of a decorative nature. Balconies and patios must be kept clean and attractive at all times.
5. The hanging of rugs, towels, decorative flags, and other such items on porches, balconies/patios, railings, and stairs is not permitted.
6. Signs in windows visible to the exterior are prohibited, with the exception of one "For Sale" or "For Rent/Lease" sign.
7. Outside antennas, including satellite dishes shall not be attached to roofs or buildings, unless approved in writing and in advance of any installation by the Board of Directors. Complete information regarding satellite dish installation is available from the management company.

8. Garbage and refuse from units shall be deposited properly in garbage containers provided by the Association. Boxes or cartons must be flattened and placed in dumpsters. Disposal of furniture, mattresses, and other household items is not permitted in the dumpster areas.
9. Waste disposal by contractors is not permitted. Such waste must be disposed of by the contractor in accordance with applicable City ordinances.
10. Paints, flammable materials, and other hazardous materials cannot be discarded in dumpsters. Such materials must be disposed of by the owner, tenant or guest, in accordance with applicable City ordinances.
11. No owner, tenant, or guest is permitted on any roof, wall, or fence.
12. No fireworks or firearms shall be discharged within the Beachwalk complex.
13. State and local ordinances must be observed if explosives or flammable liquids are brought into the complex. Storing large quantities of flammable liquids or paints in homes, vehicles, or garages is prohibited.
14. No owner or tenant is to plant, or cause to be planted, any plantings on common property without prior Board approval. Any plantings on unit balconies and patios, which are visible from the common area, must be kept in good condition. No ornaments or potted plants may be placed on building walls, patio walls, or steps.
15. Ornamental items, such as statues or figures and signs, are prohibited in the common area, on building walls, patio walls or entry ways.
16. Owners, tenants, or guests are not permitted to borrow or remove any equipment or property from the common area.
17. Any costs of repair of damage to buildings, walkways, driveways, equipment, recreational facilities, landscaping, or to any other common area property caused by an owner or tenant, or any family member, guest, employee, contractor, or agent of an owner or tenant, shall be at that owner's expense.
18. Bicycle riding, skateboarding, roller-skating, roller blading, and scooter riding, and riding of other sport vehicles, are prohibited in the Beachwalk complex.
19. Ball playing (volleyball, soccer, baseball, football), Frisbee playing, etc., are prohibited in the Beachwalk complex. Common areas, sidewalks, and driveways are not to be used as playgrounds.
20. Noise from individual units (TV, radio, stereo, musical instruments, voices, pets, etc.) should not extend beyond unit walls or disturb the peace of the residents.
21. The speed limit throughout Beachwalk is 10 mph.
22. Individual garage sales are not permitted without prior approval of the Board.
23. No unit shall be used for business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purpose without prior Board approval.
24. Garage doors are to remain closed except for purposes of entering, exiting, cleaning, or maintaining the garage.

25. Window coverings must be of a neutral shade (white, off-white, beige, taupe). Only curtains, drapes, blinds, shutters, or shades may be installed as window covers. If you have doubt as to whether a color or material is acceptable, contact the Board of Directors first.
26. Garages may not be used for any business, storage, or workshop that displaces the space for autos. Your garage must be able to accommodate the number of vehicles it is designed for (i.e. a two-car garage may not be changed or modified in such a manner that it cannot accommodate two vehicles).
27. The Board of Directors must approve screen doors in advance of installation.
28. In general, no exterior signage is permitted in common areas. Signs advertising an "Open House" may be used, providing they are placed in such a way that they do not interfere with ingress and egress, do not damage landscaping, and are removed in a timely manner.
29. The number of residents in a unit must be in accordance with City ordinances.

VII Pets

1. Dogs must be registered, licensed and tagged, and be kept on a leash or confined within the owner's unit in accordance with County and City ordinances.
2. Cats are not required to be leashed while in common areas. However, cats are not permitted to "roam" through the community.
3. There is a limit of two (2) customarily un-caged pets (e.g. dogs or cats) per unit, unless approved in advance by the Board of Directors.
4. Any costs of repair for damage to buildings, landscaping, shrubbery, or any common areas, by an animal shall be at the owner's expense.
5. The owner is responsible for the cleanup and proper disposal of animal waste.
6. All pets must be kept in such a manner so as to not interfere with other residents' quiet enjoyment and use of their property.
7. No animal, livestock, or poultry shall be raised, bred, or kept in the Beachwalk complex for commercial purposes.
8. Dogs must be registered and licensed in accordance with City ordinances.

VIII Parking Rules

1. Residents must park the maximum number of vehicles in their garage (for example, if you have a two-car garage and two vehicles, both vehicles must be parked in the garage). Other vehicles must be parked on the street or in unassigned parking. All vehicles parked in the exterior parking spaces must be in operating condition with current license plates and registration.
2. No parking is permitted in fire lanes or within 15 feet of a fire hydrant. Signs and/or markings clearly indicate these areas. Violators may be towed in accordance with CVC Section 22658.2.

3. The parking spaces marked as "Loading Zones" may not be used for parking that exceeds fifteen (15) minutes between the hours of 7:00 AM and 7:00 PM.
4. Vehicle storage is not permitted in exterior parking spaces. Vehicles to be stored must be in the garage. No vehicle may be parked in an exterior space for more than five consecutive days without advance notice to, and approval from, the Board of Directors.
5. Parking in such a manner that interferes with entry or exit to Beachwalk or to an individual garage is prohibited at all times. Violators may be towed in accordance with CVC Section 22658.2.
6. Commercial vehicles, trailers, recreational vehicles and boats are prohibited from parking in the complex. Exceptions are temporary parking of delivery trucks and service vehicles.
7. Repair, maintenance, and washing of vehicles in the complex is prohibited.

IX Pool Rules

1. The pool is for the exclusive use of Beachwalk residents and their guests. An adult resident must accompany any guests. There is a limit of four guests per unit. Residents are responsible for the behavior of their guests.
2. Pool hours: 8:00 AM to 10:00 PM daily.
3. The life saving ring and pole are for emergency use only. Tampering with, and use for purposes other than emergencies, is prohibited.
4. Children under 14 must be accompanied by a parent or responsible adult (someone that is at least eighteen years of age) at all times while in the pool or pool area.
5. Proper attire (swimwear) is required when using the pool.
6. Infants not toilet trained must wear swim pants or swim diapers.
7. Glass containers, toys, bicycles, skateboards, boogie boards, surfboards, roller skates, roller blades, plastic rafts, beach balls, etc., are not permitted in the pool area.
8. Pets are prohibited in the pool area.
9. Trash must be deposited in the containers provided, or removed from the pool area.
10. Running, boisterous play, splashing, yelling, and inconsiderate behavior are prohibited.
11. NO DIVING is permitted.
12. Radios, except when used with headsets, are prohibited.
13. Entrance to the pool equipment room is prohibited.
14. Tampering with the pool equipment (pump, filters, hoses, valves, gauges, etc.) is prohibited.
15. The pool gate must be closed and locked at all times, except when entering and exiting.

X Enforcement

Any infractions of the Beachwalk Rules and Regulations must be brought to the attention of the Board via the management company. Except for fire lane parking violations, the first violation of any rule will normally result in a written warning to the owner. A second violation of the same rule may result in a fine of up to \$50.00. Additional violations of the same rule may result in fines up to \$200.00 per occurrence. Parking violations will also result in towing the vehicle off the Beachwalk property, without notice and at the owner's expense.

The first violation of fire lane parking will result in immediate removal of the vehicle without notice at the owner's expense, and a fine of \$100. For each subsequent violation, in addition to vehicle removal without notice and at the owner's expense, a fine of \$250 will be imposed. In addition, the City may impose a fine for each violation.

Before fines are levied by the Association, the Board conducts a closed hearing with the owner and follows procedures outlined in California Civil Code, Sections 1363 (g) and (h).

XI Liens

Default in payment of assessments by owners may result in liens against the owner's property in Beachwalk. The policies and practices in enforcing the Association's lien rights are:

1. All regular assessments (monthly dues) are due on the first of the month and past due 30 calendar days later.
2. All assessments other than regular assessments, including fines, capital improvement assessments, and special assessments, are due as ordered by the Board and past due 30 calendar days after the due date.
3. If full payment is not received by 30 calendar days from the due date (the delinquency date), a penalty of ten dollars (\$10) will be assessed. Interest on the unpaid balance will be charged from the delinquency date at the rate of 10 percent per annum. Any check returned for insufficient funds will be assessed a \$25.00 handling charge.

ASSESSMENTS AND NON-JUDICIAL FORECLOSURE

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as non-judicial foreclosure. When using non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time. (Sections 1366 and 1367 of the Civil Code)

In a non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Section 1366 and 1367 of the Civil Code)

The association must comply with the requirements of Section 1367 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367 of the Civil Code)

At least thirty days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail. Among these documents, the association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has the right to review the association's records to verify the debt. (Section 1367 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide the owner certain documents in this regard. (Section 1367 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367 of the Civil Code)

An owner may dispute an assessment debt by giving the board of the association a written explanation, and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (Sections 1366.3 and 1367 of the Civil Code)

An owner is not liable for charges, interest, and costs of collection if it is established that the assessment was paid properly on time. (Section 1367 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of a standard for payment plans, if any exist. (Section 1367 of the Civil Code)

The board of directors must meet with an owner who makes proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 1367 of the Civil Code)

XII Summary

These Rules and Regulations are made for the benefit of the Beachwalk community. Violations may result in penalties as determined by the Board of Directors, in accordance with the CC&R's and the California Civil Code.

Non-enforcement of any of these Rules and Regulations shall not preclude enforcement of any of the other Rules and Regulations.

These Rules and Regulations do not change or supersede the CC&R's in any manner, and have the same status with regard to the law and enforceability.

The Rules and Regulations stated herein may be changed at any time by the Board of Directors, by due notice.