

January 27, 2011

Re: Notice of approved Rules and Regulations.

Dear Jamacha Greens Homeowners,

I am writing to you on behalf of the Board of Directors for the Jamacha Greens Homeowners Association regarding the enclosed approved Rules and Regulations for the community.

In accordance with California Civil Code §1357.130 a meeting, duly noticed, was held on January 20, 2011. Homeowners, through attendance at the meeting or via written opinion, presented their suggestions and changes to the Board of Directors.

After careful consideration of the homeowner's suggestions, a vote was held by the Board of Directors, at which time the Rules and Regulations were approved.

The revised Rules and Regulations will go into effect March 1, 2011.

The Association has sent out copies of the Rules and Regulations to all homeowners and tenants. If you are an owner and rent your unit, please make sure that all future tenants receive and understand these Rules and Regulations.

Should you have any questions or concerns as they may relate to this correspondence please feel free to contact me directly, in writing, at the address below or via e-mail at: terri@pernicanoirealty.com.

On behalf of the Board of Directors of Jamacha Greens Homeowners Association,
Thank you

Terri Markham, CCAM®
Community Association Manager
Pernicano Realty and Management, Inc.

Encl.

**JAMACHA GREENS
HOMEOWNERS ASSOCIATION**

**RULES AND
REGULATIONS**

REVISED JANUARY 2011

AB – 1403 – Deleting Discriminatory Language in Documents

“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful housing or housing for older persons shall not be construed as restrictions based on familial status.

October 2000

JAMACHA GREENS HOMEOWNER ASSOCIATION RULES AND REGULATIONS MANUAL REVISED JANUARY 2011

I. INTRODUCTION

The rules and regulations set forth by Jamacha Greens Homeowners Association Board of Directors have the objective of protecting the safety, health, comfort and investment of the Owners and Residents of this small community.

All of the rules and regulations are provided for or based upon, the Declaration of Restrictions, which you agreed to accept when you purchased one of the Jamacha Greens Condominiums. Your knowledge and understanding of these guidelines, in combination with consideration and sensitivity to the needs and well being of your neighbors, will make living here a more enjoyable experience for everyone.

In addition to the owners living here, there are people renting units. Adherence to these guidelines by all tenants, will also ensure that they are renting in one of our community's most desirable areas.

The clean, green, open and attractive common area is an inherent and integral part of the value of living in Jamacha Greens, and a common reason for purchasing ownership in any community. All of us who reside within these boundaries are therefore required to avoid damaging, littering or causing any visual clutter that will deface or demean the area.

Please be aware that owners are monetarily liable for all costs of repair and replacement of all improvements. This includes the landscape, paving of streets and driveways, and the upkeep of the recreational facilities to name a few. Your monthly maintenance fee provides for these services under most circumstances.

When a resident, family member, guest or tenant defaces or damages any part of the common area, the cost of repair or replacement will be the responsibility of the owner of the subject unit. Each homeowner is responsible for all the rule violations or damage caused by their lessee, lessee's guest or family members. Owners are required to register all residents in each unit, including children of their unit. This includes resident owners and lessees.

II. JAMACHA GREENS HOMEOWNER'S ASSOCIATION

A. MEMBERSHIP AND ASSOCIATION MEETINGS.

Each owner of a Jamacha Greens Condominium is a member of the Homeowner's Association (HOA) and each has equal rights and responsibilities as more fully set forth in the HOA Governing Documents. Each condominium unit has only one vote at any meeting of the Homeowner's Association. In cases of multiple ownership, the one vote may be cast by any one of the owners. Special meetings may also be called by a written request from the homeowners. (See the CC&R's and By-laws for the necessary information.)

Homeowners are invited to participate in the Homeowners Forum portion of the monthly meetings.

The Corporation, through its Management Agent, will maintain a roster containing the name, address and phone number of each owner. Current information from unit owners is essential for the efficient management of the Association's operation. Members are asked to register all residents in each unit, including children, and all vehicles to enable the Association to provide crucial information to authorities in case of an emergency. Additionally, owners are requested to notify the Management Agency of changes of mailing addresses, phone numbers, etc., in writing. Unless notification otherwise in writing, there will be a presumption that ownership rests in the individual(s) named on the most recent deed on file at the County Recorder's Office of San Diego County.

Commencing August 1, 2001, the Jamacha Greens Homeowner's Association contracted the following company to manage the complex:

Pernicano Realty & Management, Inc.
2851 Camino Del Rio South
Suite 230
San Diego, CA 92108
Agent: Ken Pernicano
Phone: 619-543-9400

B. HOMEOWNER'S MONTHLY ASSOCIATION ASSESSMENTS:

The monthly assessments provide the principle means for the Association to meet its obligations for maintenance of the common area as well as other expenses. All members of the Association are required to pay the monthly assessments, which are due and payable on the 10th of each month. The Association's Management Agent handles collection of assessments.

A late charge as well as interest will be added to the monthly assessments for any month in which payment is not received by the 25th of each month.

The Board of Directors has the authority to collect all delinquent assessments by filing a lien against the unit, filing a civil suit to collect all amounts owed and /or foreclosing in accordance with the California Civil Code.

Special assessments may be necessary when there are insufficient funds to make necessary capital repairs or improvements. Other assessments, in addition to the homeowner's monthly assessments may be levied by the Board of Directors, in accordance with applicable Real Estate Law and the governing documents.

III. BOARD OF DIRECTORS

Members of the HOA vote annually to elect members of the Board. There are five members on the Board who serve for three (3) years.

The Board supervises the financial affairs of the Association, ensures the proper maintenance of buildings and grounds, and attempts to promote the smooth operation of the Association.

The Board may establish committees. The Board President appoints all committee chairpersons. Generally, a good working committee has between three and five members. The basic purpose of the committees is to advise the Board in specific matters relating to maintenance and upkeep of the common areas and compliance with Association Rules and Regulations. Policy is made by Board resolution. The Board can delegate certain decision making, but remains responsible for all resulting actions. Owners and tenants may serve on committees and are encouraged to participate.

IV. BOARD MEETINGS

The **Board of Directors** consists of five (5) members who conduct the business of the Association at the scheduled monthly Board meetings. A representative from the management company will also attend these meetings.

Monthly Board/Association meetings although subject to change, are held on the third (3rd) Thursday of each month starting at 6:00 p.m. and Homeowners are welcome and are encouraged to present any recommendations, concerns, or questions to the Board. Each Homeowner has 3 minutes to express their concerns. They are welcome to stay for the open Board meeting, but may not participate.

Annual Association Meetings although subject to change, are held on the third (3) Thursday of August each year. Homeowners are encouraged to attend and exercise their voting rights on any item listed on the Agenda.

V. MANAGEMENT AGENT

The Board employs a professional management company to manage the Association's operation, and this management agent is responsible to the Board. The right to make policy is specifically reserved to the Board of Directors. The management agent's duties include providing advice to the Board; contracting for and supervision of maintenance, landscaping and other services necessary to keep the facilities in good condition; maintaining accounts with utilities and other companies providing services; and collecting monthly assessments and maintaining the financial records of the Association.

VI. INSURANCE

Fire, general liability, property damage insurance for the common area and structures is carried under a master policy purchased by the Homeowner's Association. **THIS POLICY DOES NOT COVER PERSONAL BELONGINGS OR PERSONAL LIABILITY OF THE INDIVIDUAL OWNERS OR TENANTS.** Residents are responsible for providing their own personal property coverage on the interior and contents of each unit. Premiums for the master policy are included in the monthly dues.

VII. RULES AND REGULATIONS ESTABLISHMENT AND ENFORCEMENT

A. AUTHORITY TO ESTABLISH RULES AND REGULATIONS

The Board of Directors has the authority to establish rules and regulations pertaining to the use of the common area and recreational facilities. **EACH OWNER, TENANT OR VISITOR IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF THE CC&R'S, BY LAWS AND RULES AND REGULATIONS CONTAINED IN THIS MANUAL.** Collectively, these documents are considered the HOA's Governing Documents.

B. ENFORCEMENT OF RULES AND REGULATIONS:

The Board of Directors has the authority to enforce the rules and regulations of the Association. The Board's authority includes, but is not limited to, the right to assess fines, tow vehicles, and suspend Association privileges and all other remedies allowed by law.

C. NOTIFICATION AND REMEDY

Complaints of violations of these Rules and Regulations must be reported in writing to the management company. The unit address or name of the person(s) involved in the violation, the date, time and description of the violation, and the name's, or addresses, or signature(s) of all person(s) witnessing the violation must be included in the written report to the Board of Directors in care of the Management Company. All names of the witnesses will be kept as confidential as possible, but witnesses may be required to testify at a hearing. The Homeowner reporting the infraction of the Association rules has the right to inform the offender of the rule in a courteous manner, identify yourself, state the reason you are bringing the rule to their attention, and assist in their understanding of the reason for the rule.

Owner in Violation will receive written notification of any infraction of the rules and will have an opportunity for a hearing not less than fifteen (15) days or at the next Board meeting following the notice. Board meetings are held on the third (3rd) Thursday of each month, agreeable by all Board members and Management to fit into their date schedule. A copy of the violation notice will be sent only to the homeowner, not the tenant.

Any Disputes arising under these Rules and Regulations, including but not limited to their interpretation and enforcement, shall be resolved by the Board of Directors. The Board shall have the Association's full jurisdiction of such disputes, and its decisions shall be final and binding on all parties. Nothing herein, however, shall prevent the Board from taking such action as is necessary or appropriate to enforce or implement its decision.

Penalties for Violations of the rules include fines and/or suspension of Association privileges and or voting rights. Fines may be assessed in the amount of fifty (\$50.00) for the first infraction of the rule and may increase in fifty (\$50.00) increments for each subsequent infraction of the same rule, or doubled in the case of endangerment to other residents. If the infractions are not corrected, fines may be increased each month thereafter until infraction has been satisfactorily corrected. Please refer to the attached fine policy.

RULES AND REGULATIONS

COMMON AREA

The common area is defined as the entire Jamacha Greens community excluding all individual unit rights. It includes all land and all portions of the community not located within any unit. Common areas are maintained through administration of the Board of Directors and their contracted agents.

Residents are required to maintain their exclusive use common areas adjacent to their unit, i.e.: patio, balconies, and garages in a clean, odor-free and orderly manner.

Every Resident may enjoy the common area with the following exceptions:

- A. Residents shall NOT have the right to make any changes permanently or temporarily to any common area including the landscaping on the property, unless first approved by the Board of Directors in writing. Additionally, any change to the architectural design, color or decoration on any unit by the addition, modification, decoration or deletion of any of the original exteriors is not permitted without written consent of the Board of Directors. Costs of any such approved changes will be the responsibility of the owner. All maintenance costs associated with approved changes are the responsibility of the unit owner unless indicated otherwise.
- B. Owners / Residents are NOT permitted to store, maintain or continually use any items such as tools, auto parts or lumber in the common area. Additionally, owners may NOT construct, maintain or repair anything within the common areas. No power equipment, hobby shop, carpentry, or vehicle repair work is authorized in parking or other common areas. Objects, structures or materials may not be stored or left unattended in the common areas, including, but not limited to children's toys, bicycles, trashcans, or storage cabinets.
- C. NO commercial activity is permitted within the common area or within any unit of the Jamacha Greens community.
- D. NO hazardous materials may be stored anywhere within the community. Owners are responsible for any damage caused to the common areas by use of any solvents, cleaning fluids, lubricating oil or chemicals used by the owner, residents or visitors of their unit.
- E. Trash areas are to be kept clean. All trash is to be put inside your lidded trashcan such as properly sealed plastic bags, and is to be limited to normal and common household trash. The dumping of such things as carpet, furniture, engine oil, building materials, appliances or commercial trash anywhere on the property, including trashcans, is prohibited. Trash is currently picked up in individual trashcans at the edge of the driveway at the rear of each unit on Monday of each week and should NOT be put out prior to Monday morning. Recycling of various materials is in effect by the City of El Cajon. All trashcans and recycle bins MUST be marked with the unit address, i.e. 1524-B, 971-A etc.
- F. All equipment or garbage cans shall be hidden from view. No fences or walls shall be erected unless authorized by the Board of Directors.
- G. Exterior clotheslines are not acceptable
- H. Do NOT dispose of cigarette butts in the common area landscape.
- I. Television or radio antennas, cables, or Satellite Dishes may NOT be placed or attached to the common area without the express written permission of the Board of Directors. (Please refer to the Satellite Criteria).
- J. Children may play in the common area, but not in planted areas or trees. Skateboards, bicycles, roller skates, scooter or power-operated scooter/cycles may be used on the sidewalks (NOT ON THE GRASS OR IN ANY PART OF THE LANDSCAPE). Such equipment is allowed to be used on the property sidewalks, or the community's common street areas.
- K. Residents, including children, are not permitted to climb walls, fences or trees for any reason.

- L. Organized games such as football, baseball, soccer or volleyball are prohibited in any of the landscape areas, including lawn areas.
- M. No unreasonable noise or nuisance, immoral or illegal activities are permitted in the community. Noise levels should be kept to a minimum and not infringe on normal living or enjoyment of other residents. Loud noise, televisions, stereos, musical instruments, yelling, etc. will not be permitted at any time. Be considerate and shut your doors and windows if you think the noise level may be disturbing to others.
- N. The maximum speed limit throughout the community is 10 MPH.
- O. Residents may not put potted plants, flags, signs or other personal items in the common area landscape.
- P. Residents are not to attach wind chimes, bird feeders or other personal items to the exterior walls, eaves, wood trim or stucco.
- Q. Residents are to prevent and/or remove all fluids including oil stains from the apron directly behind the garage.

SIGN REGULATIONS

- A. The attachment, placement or display of any "For Sale" or "For Rent" sign of any origin, is prohibited on or within any of the common areas or in contact with any exterior wall surfaces of any unit, including garage doors.
- B. A "For Sale" or "For Rent" sign not larger than 18" x 20" in size of commonly used wordage and color may be placed inside a window of the unit so advertised, and shall be limited to one per unit.
- C. All signs shall be removed the day of opening of escrow or the signing of a rental agreement

UNIT USE

- A. Each unit shall be used and occupied only for single-family dwelling purposes and for no other purpose.
- B. Residents are required to maintain the exclusive use common area adjacent to their unit, i.e.: patio, balcony and garage in a clean, odor-free and orderly manner.
- C. Residents are responsible for notifying their guests of the Rules and Regulations. All guests must be accompanied by a resident (over the age of 18), please refer to the Pool Rules, when using recreational facilities.
- D. **Unit Interior Maintenance:** Each Homeowner has the right to maintain, repair, paint or paper the **interior** of their unit as they choose; with the consideration of the CC&R's governing the type of color of draperies and/or window coverings.
- E. **Remodeling Interior:** The Homeowner's Association must be notified prior to proceeding with any remodeling inside the unit. An architectural request form must be completed along with plans for the remodel and be presented to the Board of Directors for approval.
- F. **Window Coverings visible from the common area** must be a neutral shade. Neutral shade meaning white, off white or light beige. Neutral shade blinds are preferred. Sheets, blankets, towels, foil, cardboard, film or tinting is NOT permitted. Fans, stickers, unapproved signs, or flags. The American flag is allowed if displayed from within the unit. Also, other personal items may NOT be visible in the window from the common area at any time.
- G. **New Window Installation:** An architectural request must be completed and returned to the Board of Directors for approval prior to installing new windows. The windows must be Aluminum (silver) retrofit windows. Vinyl windows are not permitted. Single or double paned windows are acceptable.
- H. **Patios and balconies** must be maintained at all times by the resident. Your association may act to have necessary work done, at the owner's expense, if these areas are not maintained properly.
 - 1. No debris, storage cabinets, storage tubs or any other storage is permitted.
 - 2. NO personal items such as rugs, towels, items of clothing, patio furniture cushions etc. may be draped over fences, patio ledges or upstairs balconies.
 - 3. Appliances are not permitted to be stored or used on the balcony or patio.
 - 4. Outdoor wood burning units are not to be used at anytime.
 - 5. Gas only BBQ grills are permitted.
 - 6. Clotheslines or the hanging of clothes or other personal items in the balcony or patio areas is prohibited.
 - 7. Potted plants and regular outdoor furniture may be kept on patios and balconies.
 - 8. NO potted plants or any loose objects may be located on the outer railings of balconies.
 - 9. Patio areas may be planted with regular bedding plants and small shrubs, The plants cannot grow over 8 feet from the ground and must be well maintained.
 - 10. Trees of any kind are not to be planted in the patio area unless they are potted.
 - 11. Vines are not permitted to grow over the patio covers, fences or on the building.
 - 12. Before a wooden patio structure is built it MUST have an architectural request presented to the Board for approval, and approved, prior to the structure being built. Patio covers can be one umbrella, a pergola or a wooden structure not attached to the building or fence. The umbrellas and pergola's can be white, blue, green or neutral color; the wooden structure must be painted in the approved color, matching the building.

PARKING AND TRAFFIC

- A. Parking permits (window stickers) are required for any vehicle parking on the property of Jamacha Greens.
- B. A homeowner must complete a registration for and return it to management prior to being issued parking permits.
- C. Parking stickers may be obtained from the management office. The first two permits are free the first time and \$50.00 for each sticker after that along with Board approval. (cost is subject to change). The request must either be a written request to be presented to the Board or the homeowner may attend the next Board meeting and request the permits in person. Upon Board approval with the \$50.00 charge per sticker, management will issue the new parking stickers, when the homeowner turns in their resident information sheet.
- D. Parking stickers may be replaced /reissued without Board approval only if the original parking sticker is returned to management along with the cost of the new sticker.
- E. It is preferred that the parking sticker be applied to the passenger side of the rear windshield.
- F. Enforcement of the parking rules can be accomplished by reporting violations in writing to the Board of Directors in care of the Management Company. Citations will be issued in the form of violation notices and/or tow notices for the first or second infraction of the parking rules. After receiving a tow notice, the vehicle may be towed away at the owner's expense without further notice when found again in violation of the following:
 - 1. Parking is allowed with parking stickers in designated parking areas, garages or aprons located directly in front of the garages; except to load or unload for a brief time. No visitor parking is available in the community, and visitors must use street parking only. Each unit is allotted two parking spaces: One in the garage and one on the apron directly in front of the garage.
 - 2. No vehicle may be mechanically maintained or serviced in any part of the common area, including the apron space directly behind the garage.
 - 3. Any vehicle left unmoved for 72 continuous hours, or has expired registration shall be considered stored or abandoned vehicle, both of which are prohibited within the common area and subject to tow.
 - 4. The speed limit of any vehicle or conveyance shall not exceed 10 MPH in the alleys and driveways
 - 5. Trucks over ¾ ton or oversized may not park within the community. No campers of any kind, motor homes, trailers or any other single or multipurpose engine powered vehicle shall be parked in any garage, parking area or alley, except for loading or unloading. The Board has ruled that non-commercial cars, vans and pick-ups, may be parked within the community if they are used as a personal transportation vehicle and have the appropriate parking sticker. Vehicles with commercial registration are not permitted to park within the community.
 - 6. Recreational vehicles may be brought onto the property for no longer than 4 hours in any 48-hour period in order to prepare for a trip.
 - 7. Motorcycles, mopeds and other motorized cycles may be ridden in and out of the community only provided the muffler is adequate and the motor is not revved.
 - 8. Bicycles must be kept in garages or on patios only.

PETS

- A. **All owners of pets must comply with County and City laws and regulations with respect to control and health of pets.**
- B. Pets are limited to one (1) per unit, to a size not larger than thirty (30) pounds when full grown, and only domesticated dogs, cats or other commonly accepted household pets are permitted.
- C. Non-aggressive breeds are permitted. The following aggressive breeds include but are not limited to Akita, Bull Mastiff, Bull Terrier, Doberman Pinscher, Pit Bull (American Pit Bull Terrier), Rottweiler, Staffordshire Terrier (Staffordshire Bull Terrier, American Staffordshire Terrier), Wolf or Wolf breed, etc. are NOT permitted. (Check with your insurance company for a list of insurable dogs).
- D. No animal may be kept, maintained or bred for commercial purposes
- E. Control of pets is the responsibility of the unit owner, and ALL pets MUST be controlled at all times.
- F. Dogs shall not be allowed to run loose anywhere in the community. They must be maintained on a leash of not more than 6 feet in length at any time while in the Common Area. Loose dogs may be picked up by animal control.
- G. **Pet waste must be removed immediately from the common areas as well as the exclusive use patios, balconies and garages by the pet owner.** Residents observing violations of pet waste rules are strongly urged to report the time, place, name and description of the owner and pet in writing to the Management Company. If notice to the responsible owner does not rectify the problem, a penalty will be assessed and the pet owner will be reported to the San Diego County Health Department.
- H. Animal litter boxes must be maintained within the unit, not on the patio or balcony. Litter is to be disposed only in a sealed container.
- I. Animals shall not be left in the common area unattended, and may not be tied to trees, stakes, gates or such in the common area.
- J. It is the **responsibility of pet owners** to prevent their pets from creating a noise nuisance.
- K. Pet owners are responsible for any and all damage caused by their pets to the common area (including patio and balcony areas).
- L. Owners are not to leave pet food or water outside of the unit, including the patio and balcony area, as food attracts unwanted domestic and non-domestic animals, rodents, flies, ants and roaches.
- M. Unattended pets in the common area are subject to being removed by Animal Control (City Ordinance).

POOL RULES AND REGULATIONS

Jamacha Greens Homeowners Association does not provide lifeguard service and assumes no liability for the safety of anyone using the pool or pool areas. Anyone using these facilities does so at their own risk. Parents or legal guardians are solely responsible for the safety and safe conduct of minor children. For the health and safety of those who use the pools, children under the age of 14 must be accompanied by a designated supervisor (18 years or older). Further, all state and local laws pertaining to the use and operation of a swimming pool must be observed and enforced.

There is a North and South Pool, both require keys for entrance and one key will open either pool. Replacement keys are available from the Management agent, at a cost of \$50.00 per key (costs are subject to change). Residents are not permitted to give, loan or duplicate keys to the pool areas or any other common areas.

- A. The pool areas are open from 8:00 a.m. to 10:00 p.m. ONLY. No late swimming is permitted.
- B. The use of the pool and adjacent area is limited to residents, immediately family members and guests. Guests of any age may use the pool ONLY when accompanied by an ADULT (18 years or older) resident. Guests may not exceed four (4) per residence without prior written permission by the Board. Minors may not bring guests to the pool unless accompanied by their parents.
- C. All residents are responsible for the conduct of their guests.
- D. The pool gates must be kept closed and locked after entering or leaving the pool area. Keys to the gate have been issued to each unit, and are not to be duplicated. Lost keys must be reported and a fee of fifty dollars (\$50.00) will be charged for replacement. (Costs are subject to change).
- E. No smoking, no food or alcohol is allowed in the pool area and all other drinks must be in unbreakable containers. All trash is to be placed in the trashcans provided.
- F. Pool rest rooms should be used only for the intended purpose. A shower before entering the pool is required after use of oils and lotions.
- G. Only regular swim wear may be worn in the pool area. Street clothes and cut offs are not allowed.
- H. Animals are not permitted in the pool area at any time.
- I. Any unauthorized persons entering the pool area will be considered trespassing.
- J. No foreign items shall be introduced into the pool. This includes, but is not limited to: pool furniture, coins, rocks or other such items which are intended to be retrieved by diving. Rafts, inner tubes and balls of any type may NOT be used when the pool is being used by other residents. Oversized inner tubes are not allowed.
- K. Running, diving, pushing, shoving and roughhousing will not be tolerated and is cause for immediate removal of pool privileges.
- L. Persons with any communicable illness or disease of any type must be excluded from using the community pools.
- M. The swimming pool area is intended for the enjoyment of all residents. Anyone using the pool facilities is responsible for limiting their noise to a considerate level.
- N. Games may be played in the pool ONLY when not interfering with other swimmers, and ONLY if the noise level is kept below that which can be heard from units 50 feet from the pool area.
- O. Anyone bringing articles into the pool area must remove these items upon leaving the area. Any abandoned items shall be considered discarded.
- P. In the event the pool is occupied upon arrival of pool maintenance, users may be asked to vacate the area so the servicing may be accomplished. Adjustment to the pool equipment is to be made by authorized personnel only.
- Q. No barbeque equipment is allowed in the pool area at any time.

NOISE

Noise becomes a nuisance when it "is objectionable to a reasonable person of normal sensitivity." This includes but is not limited to yelling, profanity, and threatening language.

- A. Quiet hours are between 10:00 p.m. and 8:00 a.m. The making of noise, which can be heard from within an adjoining unit or by other residents is prohibited during this time period, regardless of the source.
- B. During the hours of 8:00 a.m. and 10:00 p.m., the sounds of television, stereos, power tools, barking dogs, loud parties or other sources causing noise to be objectionable by the other residents may be construed as a nuisance and is prohibited.
- C. All residents must give consideration to the sound tunnel effect of the driveways and open areas. Please close your windows and doors when causing noises which might be considered offensive to your neighbors.
- D. Residents may play in the common area, but not in planted areas or trees, Bicycles, roller skates, skateboards and scooters may be used on the sidewalks only (NOT ON THE GRASS) No toys or play equipment is to be left on the exterior of a unit.

JAMACHA GREENS HOMEOWNERS ASSOCIATION

FINE POLICY FOR VIOLATIONS OF THE RULES AND REGULATIONS

As provided under Article VI, Section 5 (e) of the BYLAWS, a monetary fine may be imposed by the Board of Directors of Jamacha Greens Homeowners Association against the owner of a unit when the occupant or guest of an occupant is found to have violated the established Governing Documents, including the Rules and Regulations.

When an owner is found to be in violation and is subject to a fine, the following steps will be followed:

1. The owner of the unit will be notified in writing of the specific infraction and shall have ten (10) days from the date of the notice in which to correct the violation. If the violation is a health and safety issue corrective action must be taken within 48 hours.
2. No fine shall be levied against an Owner until after a hearing before the Board of Directors, at which hearing such Owner has been given the opportunity to defend itself; such hearings shall be held only after such Owner has been given at least fifteen (15) days prior notice in writing of the scheduled hearing and such notice sets forth the alleged breach or violation. Non-owner residents will be not be notified of hearings.
3. If after such hearing, the Board of Directors decides that the fine shall remain imposed, a \$50.00 fine will be imposed. After the second infraction for the same violation, the fine will be increased to \$100.00 for non-compliance. The fines will be increased by fifty dollar (\$50.00) increments for continued non-compliance.
4. In the event the violation is not resolved within ninety (90) days the Board shall take further disciplinary action.

The levy of said assessment shall be in addition to any other legal remedy or remedies available to the Association to effectuate enforcement of its Rules and Regulations.

Adopted: January 2011

JAMACHA GREENS HOMEOWNERS ASSOCIATION
SATELLITE DISH CRITERIA
AUGUST 10, 2010

AN ARCHITECTURAL REQUEST FORM MUST BE SUBMITTED AND APPROVED PRIOR TO A SATELLITE DISH INSTALLATION. YOU MAY OBTAIN A REQUEST BY CALLING THE MANAGEMENT OFFICE.

Satellite dishes may be installed in the unit or restricted common areas, e.g., patio, balcony or garages.

The satellite dish must be less than 39 inches in diameter.

The satellite dish may be mounted on a free standing pole, but the total height of the pole plus the satellite dish must not exceed 13 feet and must not be attached to any association property. The satellite dish may be installed in a balcony or patio area without a pole provided the installation is unobtrusive and the restricted common area is restored to its original condition when the dish is removed. Restoration upon removal is the sole responsibility of the homeowner.

At no time can anyone walk on roofs to install or assist in the installation of satellite dishes.

Cables going to or from the satellite dish must be approved prior to installation if they are to run on the outside and under no circumstances are they permitted to run across the roofs.

It is the owner's responsibility to ensure, while meeting the rules, that the dish can clearly receive the satellite.

CABLE INSTALLATION

AN ARCHITECTURAL REQUEST FORM MUST BE SUBMITTED AND APPROVED PRIOR TO A CABLE OR HIGH SPEED INTERNET INSTALLATION. YOU MAY OBTAIN A REQUEST BY CALLING THE MANAGEMENT OFFICE.

When the cable comes out of the closet it is to be put in a cable track and mounted to the stucco of the building where the stucco and the roof line meet. Once it is in the back yard area it can come down to the wall to enter the house, then, run through the interior of the house to the desired area, all at the owners expense. The cable track must then be painted to match the building.

HOMEOWNER AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Association Name: Jamacha Green Homeowners Association

Tax ID Number: 95-2758611

I (We) hereby authorize Jamacha Green Homeowners Association, hereinafter called ASSOCIATION, to initiate debit entries to my (our) Checking Account / Savings Account (circle one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Monthly Debit Amount: \$ _____

**ACH / Routing Number: _____ Account Number: _____
(Please verify with your depository) (Your bank account number)

This authorization is to remain in full force and effect until ASSOCIATION has received written notification from me (or either of us) of its termination in such time and in such manner as to afford ASSOCIATION and DEPOSITORY a reasonable opportunity to act on it.

Name(s): _____ Association Account Number: _____
(As noted on your statement)

Signature: _____ Date: _____

Daytime Phone Number: _____

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

* Please provide a photocopy of a check or a voided check with your account number.

** You must verify with your financial institution the correct ABA routing / transit number that should be used for ACH debits.

ALL BANK INFORMATION HAS TO BE VERIFIED. PLEASE CONTINUE TO MAKE YOUR REGULAR PAYMENTS UNTIL YOU RECEIVE NOTICE FROM THE MANAGEMENT COMPANY THAT DIRECT PAYMENTS WILL BEGIN.

AUTOMATIC DEBITS WILL BE CHARGED ON THE 5TH DAY OF EACH MONTH. IF THE 5TH FALLS ON A WEEKEND OR HOLIDAY DEBITS WILL BE CHARGED THE FOLLOWING BUSINESS DAY. ANY DEBITS RETURNED BY DEPOSITORY FOR ANY REASON WILL INCUR A SERVICE CHARGE OF \$25.

JAMACHA GREENS HOMEOWNERS ASSOCIATION

ARCHITECTURAL REQUEST

Date: _____

Requested By: _____

Property Address: _____

Off Site Owner Address: _____

Owner Contact Information:

a. Cell Number: _____ E-Mail: _____

b. Tenant Cell: _____ Alt. Number: _____

General Description of work to be performed: _____

Type of Material to be used: _____

Color: _____ Contractor: _____

Building Permit Required: Yes _____ No _____

Additional / Specific Information: _____

Attach a sketch, architectural drawing or photograph of desired addition with this request. This request will be directed to the Board of Directors for consideration and you will receive written acceptance or denial of your request from the Board of Directors.

Return a copy of this form along with your attachments to:
Jamacha Greens Homeowners Association
c/o Pernicano Realty and Management, Inc.
2851 Camino Del Rio So., Ste. 230
San Diego, CA 92108
619-543-9400

NOTE: This form **is not** automatic approval of a request. It should be used to request permission from the Board of Directors to make any architectural changes to a unit, fence, patio, balcony, landscape, etc.

Jamacha Road

