

Pershing Park Villas
Rules & Regulations

1. Security gates will be closed at all times. Do not slam doors. **All residents should be issued keys to the gate.**
2. Residents or their guests shall not make any disturbing noises inside units which will interfere with the rights or comfort of other residents. Be aware that residents with adjoining walls will be especially sensitive to noises. (ARTICLE 5 (f))
3. All musical instruments, televisions, radios, stereos, etc., shall be played at a volume which will not disturb other residents. The volume should not be so high that it is heard in the common area. Be aware that residents with adjoining walls will be especially sensitive to sound. (ARTICLE 5 (f))
4. No laughing, visiting, loud talking or playing will be allowed that may disturb other residents in common areas.
5. Children in common areas must be supervised by a responsible adult at all times. **A adult owner is responsible to supervise any visiting guests.**
6. Personal belongings including bicycles, play equipment, or other items will not be left in common areas by owners, tenants, or guests for any length of time. (ARTICLE 5 (b))
7. No laundry or clothing may be hung or placed on balconies. (ARTICLE 5 (j))
8. The use or storage of gasoline or other highly combustible materials will not be allowed on the premises. (ARTICLE 5 (c))
9. No littering in common areas of trash, cigarette butts, or papers will be allowed.
10. **No trash, ashtrays, storage of papers, aluminum cans, excersize equipment, bicycles, toys or strollers may be stored in any porch area that is visible to other residents or to the public.**
11. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, safety, or fire ordinance. (ARTICLE 5 (c))

12. All trash must be placed inside dumpster, and the lids must be kept closed and locked. **The lock for the dumpster matches the lock on the entry gates. (ARTICLE 5 (h))**
13. Only suitable living areas in accordance with state and local codes shall be occupied.
14. Concrete driveways will be kept clean of large oil spots and other unsightly materials. **Owners are responsible for tenant upkeep of driveway oil spills.**
15. Pets shall be restrained by leashes and accompanied by owner in common areas. Owners shall insure that pets are not allowed to relieve themselves in common areas. No more than two domesticated household pets may be kept by any one owner. No pet shall exceed 50 lbs.
16. Engraved brass nameplates that are uniform in appearance with the existing nameplates on the intercom panels and mailboxes must be installed by new residents **including tenants.** **Owners are responsible to make sure tenants abide this rule.** Nameplates are at your own expense.
17. When a large party or other social event is planned, residents will make every attempt to notify other residents in advance. Since social gatherings are bound to generate more noise than individual residents, this noise will be considered acceptable on an occasional basis. Weeknight parties should quiet down at 10:00 PM. Weekend parties should quiet down by midnight.
18. It is the responsibility of owners to insure that their guests or tenants abide by all rules and regulations. **All prospective tenants need to be given and sign said copy of rules and regulations at the time of lease and kept on file by the owner.**
19. Associated Professional Services will issue a copy of the rules and regulations to new homeowners. Owners of rental units will issue a copy of the rules to any new tenants.
20. **No roller blading, water pistols, bike riding or skate boarding allowed on stairways or in the courtyard. No roller blading, bike riding or skate boarding on greenbelt areas in front of building.**
21. **Ballplaying is restricted in common areas. No playing against building, fences or garages that may disturb other residents.**

22. Residents and guests will not be allowed to climb in trees, play in planted areas of courtyard, or destroy any landscaping.
23. Owners are responsible for any damage to common areas by residents of their unit as well as guests and tenants.
24. Violations of the rules and regulations may result in the following actions:
 - 1st infraction, a warning letter will be issued
 - 2nd infraction, a fine of \$25.00 will be levied
 - 3rd infraction, a fine of \$100.00 will be levied.

Associated Professional Services will issue all letters and levy all fines.

ALL THE ABOVE WERE ADOPTED BY THE BOARD APRIL 20, 1995
AND SENT TO ALL OWNERS

ARTICLE 5 (h)

ASSOCIATION: PERSHING PARK VILLAS HOA COLLECTION POLICY

CC&R: ARTICLE IV

APS ACCT #64

Timely payment of regular and special assessments is of critical importance to the Association. A member's failure to pay monthly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts:

1. **Assessment Due Date.** All regular assessments shall be due and payable on the first day of each month. Special assessments shall be due and payable on the due date specified in the notice imposing the assessment. Regular and special assessments shall be delinquent if not paid within 30 days after they become due.
2. **Late Fees.** If any installment payment of a regular assessment, or payment of a special assessment, is not made within 30 days after it has become due, a late payment (APS Collections) charge of \$5.00 shall be imposed, and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association then incurs in its efforts to collect the delinquent sums.
3. **Interest Charges.** If an assessment payment is delinquent for more than 30 days, interest may be imposed on all sums due, including the delinquent assessment, collection charges, and late charges, at a percentage rate not to exceed 12% per annum.
4. **Pay or Lien Warning Letter.** Prior to filing a lien for delinquent assessments, the Association shall send a "Pay or Lien" (Pre-Lien) warning letter via certified and regular mail to the unit owner when the account is more than 60 days past due. This letter will allow the homeowner 30 days more in which to bring the account current.
5. **Lien Policy.** After sending the "Pay or Lien" letter and there is no resolution of the account, the Association shall refer the matter to their attorney and will cause to be recorded in the San Diego County Recorder's Office a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessments, late charges, collection costs and reasonable attorney fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent owner's property.
6. **Reasonable Costs of Collection.** The Association is entitled to collect all of the following as reasonable costs of collection: interest, late charges, collection expenses, administration fees, attorney fees, reimbursement assessments or any other amounts due to the Association.

7. Enforcement of Lien. If the delinquent account is not paid current within 30 days of the filing of the lien, the Association may enforce the lien in any manner permitted by law, including but not limited to foreclosure or lawsuit for money damages.

8. Foreclosure Costs. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled, by law (Civil Code section 1366(c)) and by the Declaration of Restrictions, to recover not only the amount in default, plus late charges, but also reasonable costs of collection, including trustee fees, title company charges, and attorney fees.

9. Application of Payments. Payments received on delinquent assessments will be applied to the owner's account as follows: payments shall be applied first to the principal delinquent balance. Only after the principal is paid in full shall any payments be applied to interest, late charges, collection expenses, administration fees, attorney fees, reimbursement assessments or any other amount due to the Association which results in continued delinquencies.

10. Payment Under Protest. If an owner disputes any late or other charge, the owner shall have the right to resolve said dispute through either Alternative Dispute Resolution (ADR), or a civil action, or through the means provided within the Association's governing documents, as long as (a) all delinquent amounts are paid in full, including: the amount of the assessment(s) in dispute, late charges, interest and all fees and costs associated with the preparation and filing of a Notice of Delinquent Assessment (assessment lien), including mailing fees and attorney fees up to \$425.00; and (b) said owner states by written notice that the amount is being paid under protest. The owner's written notice must be mailed by certified mail to the Association no more than 30 days from the recording date of a Notice of Delinquent Assessment (assessment lien), in accordance with the Civil Code 1366.3. An owner may not utilize ADR more than two times in any single calendar year nor more than three times within any five calendar years.

11. Release of Lien. As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorney fees, the attorney will prepare a Release of Lien which will be recorded in the County Recorder's Office of the county in which the lien was recorded. If payment is made by cash, cashier's check or money order, the lien will be released immediately. If payment is made by personal check, there will be a two-week waiting period.

12. No Waiver. Failure of the Association to strictly enforce this policy is not a waiver of its right to collect delinquent sums.

4/29/98