

# ANTARES COMMUNITY ASSOCIATION

## COMMON PROPERTY RULES

1. Homeowners are prohibited from destroying removing or altering the landscaping in the common property, regardless of the condition of the plantings.
2. Trash, garbage, or other waste material should be disposed of by the residents of the Property only by depositing the same into the trash containers designated for such use by the Board of Directors. Trash containers shall be out no earlier than the Monday evening, preferably Tuesday morning and removed by Tuesday evening. Holidays for the trash company are as follows: New Years, Memorial, 4<sup>th</sup> of July, Labor day, Thanksgiving and Christmas, if trash day falls on any of these days trash pick up will be the following day.
3. No clothing or household fabrics or other unsightly articles shall be hung, dried or aired on any portion of the Property, including the interior of any Residence, so as to be visible from other Residences or the street.
4. No portion of the Property shall be used for the storage of building materials, refuse or any other materials.
5. Children are discouraged from playing in the courtyards due to safety and insurance purposes. We encourage parents to use the neighboring parks.
6. No skate boarding will be allowed in the courtyards or on the association streets.
7. Each owner shall be accountable to the Association and other Owners for the conduct and behavior of children and other family members or persons residing in or visiting his/her Unit. Any damage to the Common Property, personal property of the Association, or property of another Owner, caused by such children or other family members shall be repaired at the sole expense of the Owner of the Unit where such children or other family members or persons are residing or visiting.
8. No individual garage sales shall be allowed on the Property. The Association will instead hold a once-yearly community wide garage sale. (Close off entries with all parking on Townsgate drive outside of complex, should be scheduled after all units are full and settled)
9. All homeowners and renters must remove all holiday decorations from the exterior and windows within 10 days after the holiday. (For December holidays, later than January 12th)
10. There is an overall 11 p.m curfew on parties within the community. Windows must be closed during loud music as to not disturb other residents. 10 p.m. curfew at the Antares swimming pool Monday thru Thursday, and 11 p.m. Friday thru Sunday.
11. No glass containers are permitted at the Antares pool area.
12. All children under the age of 14 must be supervised by an adult. The association does not provide lifeguard supervisory service. Any injuries incurred are NOT the responsibility of the Association. It is the responsibility of each resident to ensure that children under the age of 14 are under the supervision direct supervision AT ALL TIMES of a designated responsible adult, 18 years or older, while in the pool.

15. No diapers are permitted in the pool.

## ANTARES COMMUNITY ASSOCIATION

### TENANT RULES AND REGULATIONS

1. The homeowner/landlord shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.
2. For the purpose of these Rules and Regulations a tenant shall be defined as anyone in possession of a member's home in exchange for any sort of consideration, or at the sufferance of the homeowners.
3. Violations will be assessed against the homeowner even though the infraction was committed by a tenant or guest.

## ANTARES COMMUNITY ASSOCIATION

### PET RULES

1. No livestock, insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in any Unit, except that usual and ordinary domestic dogs, cats, fish, birds inside bird cages may be kept as household pets within any Unit provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. "Unreasonable quantities" shall ordinarily mean more than two (2) pets per Unit; provided, however, that the Board of Directors may determine that a reasonable number in any instance may be more or less. The Board shall have the right to limit the size of pets and may prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner.
2. Dogs belonging to Owners, occupants or their licensees, tenants or invites within Property must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal.
3. Local County and/or municipal animal ordinances will be strictly enforced (i.e., licensing, vaccines, leash laws, etc.)
4. Any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invites, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by such Owner or by members of his/her family, his/her tenants or his/her guests; and it shall be the duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Property, or public streets abutting or visible from the Property.
5. Excessive dog barking or other animal noise will be deemed a nuisance. Board reserves the right to expel and/or fine any homeowner if the dog becomes a nuisance to others.

6. The Corporation shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other Owner.

## ANTARES COMMUNITY ASSOCIATION

### PARKING RULES AND REGULATIONS

1. Vehicle codes will be strictly enforced.
2. The following vehicles are Authorized vehicles; motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pick-up trucks having a manufacture's rating or payload capacity of not more than three-quarter (3/4) ton. Authorized Vehicles may be parked in any portion of the property intended for parking motorized vehicles.
3. The following vehicles are Prohibited: buses or vans designated to accommodate more than ten (10) people, vehicles have more than two (2) axles, trailers, recreational vehicles or commercial vehicles or equipment, inoperable vehicles or parts of vehicles, aircraft, or other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited vehicles shall not be parked, stored or kept on any public or private street within, adjacent to or visible from the Property or any other Common Property parking unless the vehicle is either (i) kept in an area designated for such vehicles by the Association Board of Directors, or (ii) temporarily parked for loading and unloading purposes.
4. All vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Property shall be parked in the assigned garage of that Owner's Unit to the extent of space available; provided that each Owner shall ensure that any such garage accommodates at least two (2) Authorized Vehicles having four (4) or more wheels. Except as provided in section 8.2 c(2) of the CC&R's.
5. No repair, maintenance or restoration of any vehicle shall be conducted on the Property except within a closed garage when the garage door is closed, provided that such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.
6. No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence in the properties for either temporary or permanent purposes.
7. No garage door shall remain open, except for temporary purpose, and exception may be provided in the regulations promulgated by the Board of Directors.
8. The Board of Directors will have the authorization to tow/immobilize vehicles that are in violation of the California Vehicle code and any costs incurred will be the responsibility of the Owner of the Vehicle.
9. Visitors may park in guest parking for a period of up to forty eight (48) hours without prior authorization by either Board of Directors or Management.
10. No resident parking will be allowed in the guest parking spaces unless they have fully utilized their garage for vehicle parking. Guest parking rules will apply.

## ANTARES COMMUNITY ASSOCIATION

### SIGN RULES AND REGULATIONS

1. No sign, poster, billboard or other advertising device of any kind shall be to the public view on any portion of the Property, or on any public street on any portion of the Property, or shown or displayed from any Residence, without the prior written consent of the Architectural Committee; provided, however, that the restrictions shall not apply to any sign or notice of customary and reasonable dimension which states that the Residence is for rent or sale, so long as it is consistent with the standards promulgated by the Architectural Committee. This section shall not apply to any signs used by the Declarant.
2. Such sign or notice may be placed within a Unit, and may also be placed upon the Common Property with the prior written approval of the Architectural Committee; provided that the location of such sign or notice on the Common Property shall be within an area specifically established by the Committee for such purpose.
3. All signs or billboards and the conditions promulgated for the regulations thereof shall conform to the requirements of all applicable governmental ordinances.
4. No real estate signs may be posted within the common area of the community. All open house and for sale signs must be appropriately placed inside residence windows or outside on entry areas on Carmel Country Road or Townsgate Drive. **Maximum Size 18x24 not to exceed 2 signs.**

# THE ANTARES HOMEOWNERS ASSOCIATION

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## PREFACE

Living in a condominium can be happy and rewarding experience.

This information Handbook has been developed by your Association for the purpose of protecting the Antares Community property and making condominium living a pleasant experience. Please read it carefully and be sure your family, tenants and guests understand the rules fully. If there are any questions, please contact the Management Company employed by your Association.

All owners should have received copies of the Declaration of Covenants, Conditions & Restrictions (CC&Rs) and By-laws of the Antares Homeowners Association. We urge you to read both of these documents since they set forth in complete and detailed form the rights, duties and obligations of each homeowner and they, not this handbook, are the official documents which cover these rights. If there is a conflict between the CC&Rs, the By-laws and/or the Rules and Regulations, the CC&Rs prevail. If you do not have copies of these documents, they can be provided. Please send your request in writing to the Management Company. A charge to cover printing and postage will be made.

## SECTION I

### GENERAL INFORMATION

#### **Patios and Front Entries**

These areas are to be considered as an aesthetic addition to the building and should be used in good taste so as to be generally attractive and not offensive to other residents.

#### **Parking Permits**

There is only one way to get a parking permit in Antares. You must be parking two (2) vehicles in your garage and you must show proof of residency and valid registration for the third vehicle. Once all documentation has been verified you will then receive a parking permit, this permit is only valid on the street. There is no resident parking within the courtyards.

#### **Noise Control**

Noise can be a problem anytime, and particularly during the summer months when windows are open. Noise echoes through pathways, courtyards and garages. Please be considerate of those living close to you and the rest of the community by keeping noise volume low. Parents and hosts are responsible for their children or their children's guests to see that other residents are not disturbed by children yelling and screaming in any part of the community. This is particularly important to follow while in the pool area.

Loud radios, televisions, musical instruments, party activities, barking dogs, car horns and alarms, and extended warm up of motor vehicle engines can be very annoying to residents since we all live in such close proximity.

Please be considerate of others, and remember that your neighbors may not keep the same hours as you do.

#### **Plumbing**

Homeowners/residents are responsible for maintaining all plumbing of the living unit.

#### **Maintenance**

Each resident is responsible for the maintenance of the interior and exterior of the living unit and garage. This includes the equipment and fixtures in the unit and its interior walls, ceilings, windows and doors. It also includes the roofs, television cable equipment and connections servicing the living unit.

#### **Homeowner Assessment Fee**

Homeowner monthly assessment fees are due and payable on the first day of each month. Assessment fees RECEIVED after the 15<sup>th</sup> of each month are subject to a fee determined by the Board.

## SECTION II

### RULES AND REGULATIONS

#### Introduction

The General Rules and Regulations as contained herein are issued by the Board of Directors as authorized by the governing documents of the Antares Homeowners Association. The rules and regulations are intended as a guide to the conduct and activities of all members, lessees, and residents and their guests, to the end that everyone living in and using the facilities will enjoy maximum pleasure without annoyance or interference from others. The Antares Homeowners Association falls under the jurisdiction of the City of San Diego and all ordinances and codes apply.

#### Article 1 Enforcement

- 1.1 Any and all disputes under the Rules and Regulations including, but not limited to, their interpretation, enforcement, and imposition of fines and/or attorney costs shall be resolved by the Board of Directors. The Board of Directors shall have final jurisdiction in such disputes and its decision(s) shall be final and binding on all parties. Nothing herein, however, shall prevent the Board of Directors from taking action as is deemed necessary or appropriate to enforce or implement its decision(s).
- 1.2 Any homeowner has the right to enforce any established Antares rule. Anyone refusing to abide by the rules is subject to action by the Board of Directors.
- 1.3 The Management Company, action for the Association, has been instructed by the Board of Directors to require all persons residing in the Antares Community to comply with the provisions of the Rules and Regulations, By-laws and Declaration of Covenants, Conditions and Restrictions (CC&Rs). If there is a violation thereof, the Management Company is authorized by the Board of Directors to do any one or more of the following:
  - 1.3.1 Obtain names and addresses of violators and report to the Board of Directors
  - 1.3.2 Call upon a law enforcement agency for assistance.
  - 1.3.3 In case of children, make every effort to contact their parents or host immediately, prior to taking the action called for in 1.3.2.
- 1.4 Violation of Rules and Regulations:
  - 1.4.1 It is the right and duty of each resident or homeowner to report violations to the Board of Directors or to the Management Company.
  - 1.4.2 Notice of actual violations will be brought to the attention of the resident or homeowner in writing by the Management Company following the policies established by the Board of Directors. In the case of parking violations, notification will be made by the Security Patrol.
  - 1.4.3 FAILURE TO CORRECT THE VIOLATIONS BY THE RESIDENT OR HOMEOWNER MAY RESULT IN LEGAL ACTION, THE COST OF WHICH WILL BE THE HOMEOWNER'S RESPONSIBILITY.



## **Article 2 Common Area**

- 2.1 Homeowners are prohibited from destroying removing or altering the landscaping in the common property, regardless of the condition of the plantings.
- 2.2 Children are discouraged from playing in the courtyards due to safety and liability concerns. We encourage parents to use the neighboring parks.
- 2.3 No skate boarding will be allowed in the courtyards or on the association streets.
- 2.4 Each owner shall be accountable to the Association and other Owners for the conduct and behavior of children and other family members or persons residing in or visiting his/her Unit. Any damage to the Common Property, personal property of the Association, or property of another Owner, caused by such children or other family members shall be repaired at the sole expense of the Owner of the Unit where such children or other family members or persons are residing or visiting.
- 2.5 All homeowners and renters must remove all holiday decorations from the exterior and windows within 10 days after the holiday. (For December holidays, later than January 12th)
- 2.6 No individual garage sales shall be allowed on the Property. The Homeowners will be permitted to organize a once-yearly community wide garage sale. (Close off entries with all parking on Townsgate drive outside of complex, should be scheduled after all units are full and settled)

## **Article 3 Trash Regulations**

- 3.1. Trash, garbage, or other waste material should be disposed of by the residents of the Property only by depositing the same into the trash containers designated for such use by the Board of Directors. Trash containers shall be out no earlier than the Monday evening, preferably Tuesday morning and removed by Tuesday evening. Holidays for the trash company are as follows: New Years, Memorial, 4<sup>th</sup> of July, Labor day, Thanksgiving and Christmas, if trash day falls on any of these days trash pick up will be the following day.
- 3.2. Any hazardous materials (i.e. paint, solvents, oil, thinners, etc.) shall NOT be disposed of in the regular trash. Contact the City of San Diego or the County of San Diego Environmental Health Services, for the appropriate disposal site.
- 3.3. Christmas tree disposal is the responsibility of the residents. Do not dispose in the common area.

## **Article 4 Noise Control**

- 4.1 In consideration of your neighbors, noise must be kept to a reasonable level. This includes, but is not limited to, the pool area.
- 4.2 Noise from car horns, car alarms, house alarms, car sound systems, home sound systems, barking dogs, extended warm up of motor vehicle engines, etc. must be restricted to a level that does not disturb other residents.
- 4.3 Sound amplification devices or equipment are NOT PERMITTED in the pool area such as live bands, disc jockeys (DJs), radios, stereo systems which include record players and/or

tape players, loudspeakers, compact disk players, or other electronic sound-making equipment. Only television, radios, or tape players with head phones are permitted provided the sound is not audible to others around the pool.

- 4.4 There is an overall **11 p.m** noise curfew on parties within the community. The party must move indoors after 11 p.m. as not to disturb other residents. 10 p.m. curfew at the Antares swimming pool Monday thru Thursday, and 11 p.m. Friday thru Sunday.

### **Article 5 Pool Area**

- 5.1 No glass containers are permitted at the Antares pool area.
- 5.2 **The Association does not provide lifeguard supervisory service.** Any injuries incurred are NOT the responsibility of the Association. It is the responsibility of each resident to ensure that children under the age of 14 are under the direct supervision **AT ALL TIMES** of a designated responsible adult, 18 years or older, while in the pool area.
- 5.3 No diapers are permitted in the pool.
- 5.4 Bicycles, roller skates and animals are not permitted in the pool area.
- 5.5 Entry to the pool area shall be through the gates only. Climbing over the pool fence or gates is prohibited.

### **Article 6 Animals**

- 6.1 No livestock, insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in any Unit, except that usual and ordinary domestic dogs, cats, fish, birds inside bird cages may be kept as household pets within any Unit provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. "Unreasonable quantities" shall ordinarily mean more than **two (2) pets per Unit**; provided, however, that the Board of Directors may determine that a reasonable number in any instance may be more or less. The Board shall have the right to limit the size of pets and may prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner.
- 6.2 Dogs belonging to Owners, occupants or their licensees, tenants or invites within Property must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal.
- 6.3 Local County and/or municipal animal ordinances will be strictly enforced (i.e., licensing, vaccines, leash laws, etc.)
- 6.4 Any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invites, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by such Owner or by members of his/her family, his/her tenants or his/her guests; and it shall be the duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Property, or public streets abutting or visible from the Property.
- 6.5 Excessive dog barking or other animal noise will be deemed a nuisance. Board reserves the right to expel the dog and/or fine any homeowner if the dog becomes a nuisance to others.
- 6.6 The Corporation shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other Owner.

## Article 7 Vehicles and Parking

- 7.1 Vehicle codes will be strictly enforced.
- 7.2 The following vehicles are Authorized vehicles; motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pick-up trucks having a manufacture's rating or payload capacity of not more than three-quarter (3/4) ton. Authorized Vehicles may be parked in any portion of the property intended for parking motorized vehicles.
- 7.3 The following vehicles are Prohibited: buses or vans designated to accommodate more than ten (10) people, vehicles have more than two (2) axles, trailers, recreational vehicles or commercial vehicles or equipment, inoperable vehicles or parts of vehicles, aircraft, or other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited vehicles shall not be parked, stored or kept on any public or private street within, adjacent to or visible from the Property or any other Common Property parking unless the vehicle is either (i) kept in an area designated for such vehicles by the Association Board of Directors, or (ii) temporarily parked for loading and unloading purposes.
- 7.4 All vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Property shall be parked in the assigned garage of that Owner's Unit to the extent of space available; provided that each Owner shall ensure that any such garage accommodates at least two (2) Authorized Vehicles having four (4) or more wheels. Except as provided in section 8.2 c(2) of the CC&R's.
- 7.5 No repair, maintenance or restoration of any vehicle shall be conducted on the Property except within a closed garage, provided that such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.
- 7.6 No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence in the properties for either temporary or permanent purposes.
- 7.7 Garage door must remain closed except for ingress and egress.
- 7.8 The Board of Directors will have the authorization to tow/immobilize vehicles that are in violation of the Antares Community Association and/or California Vehicle code and any costs incurred will be the responsibility of the Owner of the Vehicle.
- 7.9 Visitors may park in guest parking for a period of up to forty eight (48) hours without prior authorization by either Board of Directors or Management provided they display a current guest pass.
- 7.10 No resident parking will be allowed in the courtyards. Only vehicles displaying current resident permits will be allowed on Antares street. Also, vehicles must park with the flow of the traffic.
- 7.11 Homeowners will be responsible for any damage to the courtyards or streets caused by leakage of vehicles belonging to them, tenants, guests or trades persons. (ie. oil, transmission fluid)

## Article 8 Architectural Control

- 8.1 The Board of Directors has architectural control over both the exclusive and non-exclusive use portions of the common area.
- 8.1.1 No changes or additions to the exterior of the living units (including the planting of trees, installation of antennas, satellite dishes, skylights, air conditioners, doors, screen doors, windows, sunshades, awnings, walls, fences, patio or deck covers, exterior painting, sports equipment, etc) may be made unless approved by the Board of Directors **PRIOR TO STARTING ANY WORK.**
- 8.1.2 No clothing or household fabrics or other unsightly articles shall be hung, dried or aired on any portion of the Property, including the interior of any Residence, so as to be visible from other Residences or the street.
- 8.1.3 No portion of the Property shall be used for the storage of building materials, refuse or any other materials.

## Article 9 Signs

- 9.1 No sign, poster, billboard or other advertising device of any kind shall be displayed in public view on any portion of the Property, or on any public street, or shown or displayed from any Residence, without the prior written consent of the Architectural Committee; provided, however, that the restrictions shall not apply to any sign or notice of customary and reasonable dimension which states that the Residence is for rent or sale, so long as it is consistent with the standards promulgated by the Architectural Committee. This section shall not apply to any signs used by the Declarant.
- 9.2 No permanent real estate signs may be posted within the common area of the community. All open house and for sale signs must be appropriately placed inside residence windows or outside on entry areas on Carmel Country Road or Townsgate Drive. **Maximum Size 18x24 not to exceed 2 signs. One additional sign or flag may be posted in front of unit to direct traffic but must be removed at close of open house or will be confiscated.**

## Article 10 Rental Requirements

- 10.1 The homeowner/landlord shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.
- 10.2 For the purpose of these Rules and Regulations a tenant shall be defined as anyone in possession of a member's home in exchange for any sort of consideration, or at the sufferance of the homeowners.
- 10.3 Violations will be assessed against the homeowner even though the infraction was committed by a tenant or guest.

## Article 11 Fine Schedule

- 11.1 A letter will be sent to the homeowner stating the alleged violation.
- 11.2 A second letter will be sent to the homeowner stating the alleged violation continues and request the homeowner appear before the Board of Directors.
- 11.3 If the result of the hearing is a monetary fine, a fine of \$50 will be applied to the owner's account.
- 11.4 If the violation continues past the hearing and first fine stage, fines may be increased same upon each reported violation (ie. first \$50.00, second \$100, third \$150)
- 11.5 At any point, the Board may determine to use the legal system or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and/or reimbursement of cost to the Association.

NOTE: Should a violation occur which imposes financial obligation of the Association, then the party responsible for said violation shall reimburse, by way of Fines, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

### REPLACEMENT KEY POLICY:

Board has set a replacement charge for the common area keys and the fitness room keys at the following amounts. **1<sup>st</sup> replacement \$50.00, 2<sup>nd</sup> replacement \$100.00 and 3<sup>rd</sup> replacement of \$150.00**

**IF THE KEY IS BROKEN AND YOU RETURN THE BROKEN PORTION OF THE KEY  
THERE WILL BE NO CHARGE.**