

# MONARCH HILLS

CONDOMINIUM ASSOCIATION



RULES AND REGULATIONS  
ARCHITECTURAL GUIDELINES

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## **RULES AND REGULATIONS**

The purpose of the Rules & Regulations is to provide harmony within the community, to promote the health, safety and welfare of the resident's property values.

### **1. COMMON AREA USE RESTRICTION**

1. Property is to be used for residential purposes only. Operations of a business may only be conducted provided it does not impact on the association or your neighbors in any way.
2. Owners are responsible for maintenance of the unit – which shall include the living area, equipment, fixtures, interior walls, ceilings, windows and doors – in a clean and sanitary condition. Personal property may not be placed in common area without approval of the Architectural Committee.
3. Windows may be covered only by drapes, curtains, shutters or shades and may not be covered with paint, foil, wood, sheets, or other such materials.
4. Trash must be kept only within interior living areas until disposed of in the proper containers on the property.
5. Trash disposal shall only be within the designated central trash container in the areas provided. NO household trash may be placed in common area container (near mail boxes)
6. Absolutely no toxic waste (paint, motor oil, batteries) shall be disposed of at any time or anywhere on the property nor shall it be placed into containers on the property.
7. No furniture or other large objects may be set out or put in the refuse dumpster. You must contact disposal company for pick up.
8. Nothing shall be done, performed, or kept in any unit or common area which might increase the rate of insurance or cause cancellation of the insurance policy or which violates any law, ordinance, statute, or regulation of governing bodies.
9. No littering or graffiti vandalism of any kind will be permitted on the property, to vehicles, or to common areas. This is subject to an immediate \$100.00 fine.

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10. Noise is to be kept to a minimum between 10:00 p.m. and 10:00 a.m. Excessive noise of any kind is not permitted.
11. No wheeled toys (bicycles, roller blades, skateboards, hot wheels, etc.) are permitted on the sidewalks.
12. All toys must be removed from the common areas daily.
13. Store shopping carts may not be brought into the community.
14. Garage sales not permitted in the common area.
15. Climbing fences or trees is not permitted.

## 2. PARKING & TOWING POLICY (Revised 7/9/12)

The Association's Board of Directors has adopted the following Parking and Towing Policy. It conforms with Section 8.2 of the CC&R's and adopts regulations to implement the intent of the rules for the mutual benefit of our residents.

Parking is always at a premium in Monarch Hills. Each condominium owner bought either a garage or a covered, numbered parking space. Owners and their tenants must park their primary vehicle in their garage or in their assigned covered parking space. Uncovered parking spaces are for second cars<sup>1</sup> or guests.

To be parked legitimately, each vehicle must display on the driver's side of the front windshield either (1) current parking decal as issued by Corniche Master Association **or** (2) a valid visitor's pass with current date. Alternatively, (3) the vehicle can have a car gate strip on the headlight for gate access. The vehicle must have any one of three identifications or it will be subject to immediate tow.

**Authorized Vehicles:** Motorized land vehicles (*see footnote 1*) 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 manufacturer's rating or payload capacity of one (1) ton or less. Vehicles with empty equipment racks. Standard pickup trucks with up to two (2) tool boxes that fit within the bed of the truck.

**Prohibited Vehicles:** The following vehicles or property are **never** permitted to be parked, stored or kept on any public or private street within, adjacent to or visible from the Monarch Hills property or any other common property parking area unless specifically authorized by the Board:

1. Any "commercial vehicle"<sup>2</sup> as defined in the footnote below.
2. Vehicles over 1 ton payload capacity.
3. Vehicles with lumber, ladders or other material on racks.
4. Vehicles with tools or construction materials readily visible in the vehicle (lawnmowers, shovels, ladders, wheelbarrows, buckets, machines, etc.)
5. Recreational vehicles, e.g., boats, camper vans, motor homes, travel trailers, etc.
6. Buses or vans designed to accommodate more than ten (10) people.
7. Trailers, inoperable vehicles, parts of vehicles, or aircraft.
8. Vehicles with a logo or advertising anywhere on the vehicle.

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<sup>1</sup> "Cars" are defined as 'passenger vehicles' which is any motor vehicle, *other* than a motor truck or truck tractor, designed for carrying not more than 10 persons including the driver, and used or maintained for the transportation of persons.

<sup>2</sup> A "commercial vehicle" is a vehicle of a type used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property, e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, etc. Any vanpool vehicle is not a commercial vehicle.

**Additional parking restrictions and conditions:**

1. No inoperable or disabled vehicles. No vehicles that are excessively leaking oil or other fluids or are otherwise an eyesore/nuisance.
2. No repair, maintenance, or restoration of any vehicle shall be conducted on the Property.
3. No storage whatsoever shall be permitted within any carport. Operable bicycles and two-wheel motorcycles may be parked in carport areas.
4. No more than one legally registered motorcycle or four-wheel passenger vehicle shall be parked in a covered or uncovered parking space.
5. Any vehicle parked in an uncovered/open space for longer than 72 hours may be subject to towing as outlined below.
6. Vehicles having more than two (2) axles are prohibited from the property.
7. All vehicles parked must fit within the airspace or the assigned space and not extend into any adjacent space or common area.
8. No parking or standing is ever permitted in any fire lanes (*marked by red curbs*), in front of any covered/numbered parking space or garage, in front of any trash enclosure or any other area designated/marked "No Parking".
9. Handicap parked vehicles must display placards or license plate issued for handicapped persons.

**Towing Policy:**

Any vehicle or other property parked in violation of any of the above rules, restrictions and/or conditions shall be subject to immediate towing/removal at the owner's expense. While a courtesy notice or warning may be provided, it is not a precondition to having the vehicle towed/removed.

The Association is not responsible for initiating or paying for the towing/removal of any vehicle or other property that is parked in a covered/numbered parking space or garage. The affected member has the sole responsibility for initiating any paying for the towing/removal of any vehicle or property illegitimately parked in their parking space.

### **3. EXTERIOR ALTERATIONS & ADDITIONS**

1. No sign of any kind shall be displayed from any unit without approval of the ACC except Real Estate signs no larger than 2'<sup>2</sup>/<sub>3</sub>' in one window.
2. No clotheslines, laundry clothesline poles, or the like shall be permitted so as to be visible from any common area.
3. Fences, awnings, ornamental screens, screen doors, sunshades, or walls of any kind shall require prior written ACC approval.
4. All structural alterations or exterior alterations shall require prior written approval of the Architectural Control Committee.
5. No items may be hung from the building structure in the patio area except "normal" patio accouterments, without prior approval of the ACC.
6. Plants must be contained and maintained in planters or pots other than nursery containers.
7. No plants may be placed on front porches if they obstruct traffic to any walk way or unit.
8. All planters must have appropriate drip pans under them to prevent rotting of building surfaces.
9. No resident may alter, add or maintain the landscape within the common areas. Concerns regarding landscape should be submitted to the Management office.
10. Items permitted in patio areas or within view of the common area are: Potted plants in appropriate planter, normal patio furniture, and barbecues. All other items will require approval of the ACC.
11. All container plants displayed within the view of the common area (see 6 & 10), are to be in the appropriate planters, colors of which are to be complimentary with the exterior building colors.
12. All containers elevated above the floor/deck level, whether hanging or sitting on the railings, must be secured sufficiently to prevent any accidental tipping or dislodging and falling to the deck or ground.

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13. Safety for neighbors as well as gardeners is essential to maintain at all times. Owners found in violation of properly securing planting additions on their patios will be held personally liable for any damage committed as well as fined by the Association.
  
14. Since planting containers come in various shapes, no one type of securing device is recommended. However, if you wish your plants to be in an above floor/deck configuration you are required to properly secure them to prevent accidents. Please check with the hardware or nursery outlets in the area for proper fasteners.
  
15. Homeowners are allowed to install an additional window in the stucco inset per the pre-approved design. Prior written approval from the Architectural Control Committee is required. (Anticipated approval 11/22/14)



## 4. ANIMALS

1. No livestock, reptiles, insects, poultry or other animals of any kind shall be raised, bred or kept in any residence except usual and ordinary domestic dogs, cats, fish, and birds inside bird cages. Pets will be limited to two (2) per Residence.
2. No pet may become a nuisance at any time. Excessive barking or howling shall be considered a nuisance. Cats which are permitted to roam are a nuisance.
3. Each person keeping a pet within the property shall be absolutely liable to all other persons within the property for the conduct of their pet.
4. No animal shall be allowed to roam free in the common area.
5. No animal shall be tied to any tree or stake in a manner as to be allowed access to the common area.
6. Pet owner must pick up waste and dispose of it in a sanitary manner.
7. All animals must be on a leash held by an individual able to control the conduct of the animal.

## **5. POOL AND SPA RULES**

1. Protect our Children! Please keep Gate closed & locked at all times
2. Residents Only – No Trespassing. Guest must be accompanied by a Resident at all times. I.D. required.
3. No Smoking
4. No Pets Allowed in Pool Area
5. Conduct in pool must be orderly. Games, running, noisy behavior, play equipment and unnecessary splashing are not permitted in the pool area.
6. Beverages may be consumed in the pool area. All containers must be plastic, metal or unbreakable.
7. All trash should be removed before leaving pool/spa area.
8. The association is not responsible for lost or stolen articles.
9. Each residence is allowed 10 Guests at the pool area. If a resident would like to have more than 10 Guests, the resident will need pre-approval.
10. Persons having currently active diarrhea, or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pools water.
11. No Barbeques.
12. Pool Hours : 6:00 AM – 11:00 PM

**Monarch Hills Condominium Association**

**Clubhouse Use Agreement**

**Event Details**

Date of Event: \_\_\_\_\_

Hours of Event: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Estimated Number of Attendees: \_\_\_\_\_

Extended Hours Desired:    No    Yes (how many): \_\_\_\_\_

Name of Monarch Hills Resident Hosting Event: \_\_\_\_\_

Telephone and Email Address of Host: \_\_\_\_\_

**Use and Release Agreement**

I hereby attest that I have read, understand, and agree to abide by the conditions for use of the Clubhouse, as set forth in this Monarch Hills Use Agreement. I accept responsibility for any liability arising out of the use of the Clubhouse. I expressly waive, release, and discharge Monarch Hills Condominium Association, its Board of Directors, agents, and employees from all liability, responsibility, claims and causes of action that I, or any other person, may have or may claim to have, arising out of the use the Clubhouse, including consumption of alcohol, at my private function.

It is my intention that this Release be binding on the heirs, legal representatives, and assigns of any guest and myself.

I have read this Release and understand the terms and legal significance, and have executed this Release voluntarily.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**Monarch Hills Condominium Association**  
**Clubhouse Use Agreement**

**Conditions of Use**

1. The fee for reserving the clubhouse is \$75.00 for daytime use (11:00 am until 5:00 pm) and \$100.00 for evening use (6:00 pm until 12:00 am\*). A \$300.00 security/cleaning deposit is also required.
2. The Downstairs area of the Clubhouse can be rented by itself for \$50.00 at any time.
3. Reservations will be accepted from adult residents of Monarch Hills Condominium Association only. The adult resident making the reservation must be present at all times during the event and is responsible for clean-up, as well as any damage to the facility.
4. Scheduled community activities have priority over rentals.
5. Maximum occupancy of the Clubhouse is 50 persons.
6. The pool areas and workout room are “off limits” to individuals using the Clubhouse. Please be considerate of your neighbors and keep the doors closed.
7. \*Activities must terminate at 11:00 pm on Sundays through Thursdays, and midnight on Fridays, Saturdays, and national holidays. Extended hours may be available with prior coordination and for the additional fee of \$25.00/hour.
8. No holes in the walls for decorations, etc.
9. No “open houses.” Attendance is to be invitation only.
10. No admission fee, donation, or paid ticket function may be held. This includes fund-raising for political, charitable, institutional, or educational organizations. The only exception would be fund-raising functions for groups or committee within the Monarch Hills Community, in which all funds will be utilized for the benefit of Monarch Hills.
11. No fee, admission charge, or price shall be charged for distribution of any alcoholic beverages, at any function. No organization shall plan any central or

- organized distribution of liquor, even though no fee, contribution or charge is demanded or asserted. All State of California alcoholic beverage laws and ordinances must be complied with.
12. Guests are subject to Monarch Hills Rules and Regulations. Should violations occur, the event host will be held accountable.
  13. Guests and hosts will vacate the Clubhouse immediately if requested by a member of the Board, Clubhouse Representative, Police or Fire Department Representative, Security Guard, or the Management Company.
  14. Excessive noise or misuse of the Clubhouse may result in suspension of the right to use the Clubhouse facilities in the future.
  15. All appliances, lights, heating, and air conditioning must be turned off, and all doors closed and locked before leaving.
  16. The Clubhouse must be cleaned and all furniture returned to its original location before turning in the key. All garbage cans must be empty with clean liners.
  17. The Clubhouse key must be returned promptly to Management at 910 Calle Negocio Ste. 200, San Clemente, CA 92673 (949) 661-7767.
  18. Security/cleaning deposit will be refunded as soon as possible after the assigned representative inspects the Clubhouse. If the deposit is not sufficient to pay for cleaning or unusual damages, the Board of Directors may impose additional assessments and/or penalties to the event host.

### **Reservation Process**

1. Contact AMMCOR at (949-661-7767) to coordinate scheduling.
2. Complete and return the Use Agreement, with fee and deposit checks to AMMCOR at least two weeks prior to your reservation date. Include two separate checks (made out to Monarch Hills Condominium Association): \$75.00 or \$100.00 use fee and \$300.00 security/cleaning deposit and mail to 910 Calle Negocio, Suite 200, San Clemente, CA 92673. If you have coordinated for extended hours, also include a third check for the additional fee. If your Use Agreement and payment are not received by two weeks prior to the event, your reservation will be cancelled.
3. Contact AMMCOR the week prior to the event to coordinate key pickup and drop-off times.

## 7. ENFORCEMENT

Without restating the sections of the CC&R's the Association has the right to limit the number of guests using the common areas and restrict those who abuse common area facilities. The Association has the right to assess penalties and cost of damages to the owner of the property.

The CC&R's provide for remedy by several means, including but not limited to penalty assessments, suspension and/or revocation of privileges and voting rights. Owner of the property is at all times responsible for enforcement with tenants and/or guest. Fines if levied, will be assessed to the owners account.

1. For violations that are not of a serious nature, a courtesy notice will be issued as the first course of action. This is a "Courtesy Reminder". Please resolve the matter after this notice and no further action will be required.
2. Second notice will be the "Violation and Opportunity for Hearing". The owner will be given an opportunity for a hearing on the matter and must contact Management to schedule the hearing date and time. If the owner does not schedule a hearing, the Board will hold the hearing at the next regular meeting. If the matter has been resolved thereafter, no further action is taken.
3. If the matter is not resolved, the third notice is a "Notice of Fine". A fine may be imposed as often as weekly in the following amounts.

\$50.00 – First fine level for minor violations

\$100.00 – Second and subsequent fines

\$200.00 – Fine shall be immediately imposed for:

1. Littering
2. Vandalism to vehicles, private property or common area
3. Climbing pool fence or trees
4. Graffiti of any kind
5. Disposal of toxic waste or furniture and appliances

**Note:** If the violation is subject to an immediate fine, you will still be given an opportunity for a hearing.

## **8. REPORTING VIOLATIONS**

Any persons may report a violation, confidentially and without fear of the information being provided to the responsible party. The violation must be reported in writing and contain, the date, time and rule being violated along with the address of the party responsible, and the report must be signed. Anonymous letters received will not be recognized. If all of this information is not received, the Association may not be able to assist with a resolution of the matter. If you report the violation once and it continues, you must continue to report the condition as often as weekly unless it can be observed by others. The progress sometimes seems slow, but for the Association to enforce the rules, this is the required process.

**PLEASE PROVIDE THIS INFORMATION TO TENANTS AND KEEP THIS INFORMATION WITH YOUR PERMANENT RECORDS.**

## 9. FINE POLICY AND SCHEDULE

Adopted September 25, 2997

Effective October 1, 1997

1. A letter will be sent to the owner and Resident, if different, stating the alleged violation.
2. Should the alleged violation continue, a second letter will be sent to the Owner requesting the Owners appearance before the Board for a Hearing.
3. If result of hearing is a monetary fine, a maximum fine of \$50.00 will be applied to the owners account. If the owner fails to appear to the hearing and has failed to correct the violation, the homeowner may be fined for failure to correct the violation.
4. Should the violation continue past the first hearing date, additional hearings will be scheduled with the Owner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with the California Law.
5. The Board may determine to use Alternative Dispute Resolution or cause correction of the violation to effect a cure and the owner will be responsible for legal fees and/or reimbursement of costs to the Association.

**NOTE:** Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of Special Assessment, 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 for that party.



Monarch Hills Condominium Association  
Rules and Regulations and Architectural Guidelines

**ARCHITECTURAL APPLICATION**

(OWNER TO COMPLETE)

Incomplete applications will not be considered and will be returned. To assure prompt consideration, review all submittal materials for completeness before sending them to the Architectural Committee.

**Mail or Deliver to: Monarch Hills Condominium Association  
Architectural Committee  
C/O AMMCOR  
910 Calle Negocio, Ste. 200  
San Clemente, CA 92673  
Phone (949) 661-7767 \* Fax (949) 661-5696**

From: \_\_\_\_\_ Date: \_\_\_\_\_  
OWNER

\_\_\_\_\_  
MAILING ADDRESS CITY ZIP CODE

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
HOME PHONE NUMBER BUSINESS PHONE NUMBER

Property Address: \_\_\_\_\_

Lot #: \_\_\_\_\_ Tract #: \_\_\_\_\_

Description of improvements desired – give full details of type and extent of improvements, materials, colors and location on the lot, including photographs/brochures.

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**MONARCH HILLS CONDOMINIUM ASSOCIATION**

**ARCHITECTURAL COMMITTEE APPLICATION**

**UNDERSTAND AND AGREE THAT:**

1. No work on this request shall commence until written approval of the Architectural Committee has been received.
2. The "General Conditions of Approval" section of the Architectural Standards shall apply to any approval.

Signature: \_\_\_\_\_  
Owner DATE

Received by the Architectural Committee: Date: \_\_\_\_\_

(Do Not Write Below Line--To Be Completed By Architectural Committee Only)

Committee Comments:

- ( ) APPROVAL
- ( ) APPROVAL CONDITIONED AS FOLLOWS: \_\_\_\_\_  
\_\_\_\_\_
- ( ) DISAPPROVED FOR THE FOLLOWING REASONS: \_\_\_\_\_  
\_\_\_\_\_
- ( ) INCOMPLETE APPLICATION  
RETURNED TO APPLICANT/OWNER: Date: \_\_\_\_\_

COMMITTEE SIGNATURE(S):

\_\_\_\_\_ Date: \_\_\_\_\_

I acknowledge that I have discussed the approval and stipulations noted above with a member of the Architectural Committee and agreed to abide to the same. I understand that upon completion of the project the Notice of Completion must be completed and submitted for the Committee's final inspection of the project.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MONARCH HILLS CONDOMINIUM ASSOCIATION**

**NOTICE OF COMPLETION**

IMPORTANT – Please note that this form must be completed and mailed to the address listed below within 30 days after final completion of your improvements installed as per submitted plans and approval. The Architectural Committee will complete a final inspection of the project upon submittal of the Notice of Completion form. In the event that the project was not completed, according to the approval and stipulations granted, the Architectural Committee may require that the necessary changes be made to coincide with the approval granted.

Notice is hereby given that:

The undersigned is the owner(s) of the property located at:

\_\_\_\_\_

Address	City	Zip Code
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Account Number: \_\_\_\_\_

The improvements on the described property were completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in accordance with the Architectural Committee’s written approval.

\_\_\_\_\_

Signature of Owner	Date
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Phone: \_\_\_\_\_

I/we understand that failure to comply with the terms, conditions, restrictions and promises set forth in the ARCHITECTURAL PROCEDURES AND STANDARDS and with the qualifications of the approval granted, may result in the Architectural Committee requiring the necessary alterations in order to comply with the approval granted.

**MAIL TO: MONARCH HILLS CONDOMINIUM ASSOCIATION**  
**C/O AMMCOR**  
910 Calle Negocio, Ste. 200  
San Clemente, CA 92673  
Phone (949) 661-7767 \* Fax (949) 661-5696

**MONARCH HILLS CONDOMINIUM ASSOCIATION**

**INDEMNITY AND RELEASE**

The undersigned homeowner(s) have sought architectural approval for the installation of specific items, as noted in this architectural application, with respect to their unit. In consideration for the approval, the undersigned homeowner(s) individually and for their agents, heirs, executors, administrators, successors, and assigns covenant and agree to cause the installation to be performed by a licensed, qualified contractor, and to release and discharge the Monarch Hills Condominium Association ("Association") and its insurers, management company and managers, assignees, transferees, officers, directors, employees, servants, subsidiary successors, agents, attorneys and representatives from any and all claims, losses, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits and costs, of whatever nature, character or description, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, which the undersigned may have arising from, or related in any manner or way to the installation of these items or in any way connected therewith. Further, in giving this release, homeowner(s) individually and for their agents, heirs, executors, administrators, successors and assigns hereby waive all rights and benefits which they now have, or in the future may have, under and by virtue of the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows: A general release does not extend to the claims which the homeowner does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. The undersigned homeowner(s), individually and for their agents, heirs, executors, administrators, successors, and assigns further covenant and agree to indemnify, defend and hold harmless the Association and its insurers, management company and managers, assignees, transferees, officers, directors, employees, servants, subsidiaries, successors, agents, attorneys, representatives and other owners of the units in the Association, from any and all claims, losses, demands, damages, debts, liabilities, obligations, contracts, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, arising from or related in any manner or way to the installation of these specific items in any way connected therewith to the undersigned homeowner's unit, the adjacent common areas, or units of other owners.

This agreement and the covenants and conditions contained herein shall apply to, be binding upon or inure to the administrators, executors, legal representatives, assignees, successors, agents and assigns of the undersigned homeowner(s).

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of homeowner

\_\_\_\_\_  
Signature of homeowner

\_\_\_\_\_  
Name of homeowner

\_\_\_\_\_  
Signature of homeowner

**MONARCH HILLS CONDOMINIUM ASSOCIATION**  
**COLLECTION PROCEDURES & POLICIES**

For Collection of Delinquent Assessments

**PROCEDURES:**

Regular Assessments are due on the first (**1st**) day of each month (the “due date”) and are deemed delinquent if not received within 15 days or such time as set forth in the CC&Rs. Special assessments are due on the day specified and are delinquent if not received within 15 days of the due date or such time as set forth in the CC&Rs.

The mailing address for overnight payments to the Association or to its agent is:

c/o AMMCOR  
910 Calle Negocio, Suite 200  
San Clemente, CA 92673

If the account is delinquent for more than 45 days in any amount, or if the homeowner has passed a NSF check to the Association, or if the homeowner has breached a payment plan, or if a homeowner has made numerous late payments, overnight payments must be made by certified funds.

For any assessment not received within 15 days of the due date, a **Late Charge** as set forth in the CC&Rs is charged to the homeowners account, or if the CC&Rs are silent then a late charge equal to TEN DOLLARS (\$10.00) or 10% of the delinquent assessment whichever is greater, is thereafter charged to the homeowner's account. **Thirty (30)** or more days after the due date, the Association or its agent, may prepare and send a letter to the homeowner, reminding the owner of the amounts past due and giving the homeowner a minimum of 10 days to bring the account current. The charge for this letter will not exceed \$25.00 plus costs. Additional similar letters may be sent and charged to the homeowners account as deemed appropriate. Interest will be assessed at the rate of 12% per annum on any outstanding balance, including without limitation, assessments, late charges, collection costs and attorney's fees. Prior to the account being sent to legal counsel, for any amounts delinquent, payment in full and/or certified funds may be required by the Association to bring the account current.

In accordance with California Civil Code §5660, at the expiration of the period stated in the homeowner reminder letter, if any delinquency remains unpaid, the Association or its agent or attorney may prepare an **Intent to Lien** letter, which will be sent to the homeowner with information that the Association shall proceed to record a lien against the homeowner's property within the Association ("Property") in the event full payment is not received within **thirty (30) days**. With the Intent to Lien letter, a notice and offer will be sent to the homeowner of the homeowner's right to dispute an assessment debt by submitting a written request to meet with the Board pursuant to California Civil Code commencing at section 5900. The collection charge to prepare and issue the Intent to Lien letter shall be a charge to and payable by the delinquent Owner(s) and shall not exceed \$195.00 plus costs. **At the point the account is sent to the attorney to move forward with the collection process, all payments for delinquent amounts must be made to the Association's attorney on behalf of the Association, and certified funds**

**may be requested. Once the account is sent to legal counsel for collection, payment in full may be required, unless a payment plan is accepted by the Association. If partial payments are received, these may be returned to the homeowner unless remaining sums due are immediately paid as requested by the Attorney.**

Should any delinquency remain unpaid after the expiration of the thirty (30) day period set forth in the Intent to Lien letter, at the direction of the Board a **Notice of Delinquent Assessment Lien** on behalf of the Association against the Owner's Property within the Association is prepared and recorded and mailed to the purported owner of record along with notice of the right to seek a meet and confer with the Board under California Civil Code commencing at 5900 or alternative dispute resolution under California Civil Code commencing at section 5925, before the foreclosure is commenced. The Association's agent or attorney is authorized to prepare, sign and issue this lien and notice. The delinquent owner's account shall be charged for the fees and costs associated with the preparation and recording of the assessment lien. These costs and fees shall not exceed \$425.00. Once an owner's account is forwarded to the Association's attorney, additional costs and fees may be payable to Association's agent in an amount not to exceed \$200.00.

At least 30 days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent in any amount, the Association may elect to proceed with small claims. Alternatively, at least 30 days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent, in the principal assessment amount of not less than \$1,800 or, some portion of the balance remains delinquent for more than 12 months, at the direction of the Board, the Association's attorney shall initiate foreclosure upon the assessment lien, or, in lieu of foreclosure against the Property, the Board may elect to proceed with a judicial action for collection of the unpaid assessments. All fees and costs associated with the foreclosure and/or the judicial action for collection shall be charged to and payable by the delinquent Owner(s);

**IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**

**COLLECTION POLICY:**

In addition to the within PROCEDURE for the collection of delinquent Assessments, the Board of Directors has established the following POLICIES to establish a uniform standard for the payment and collection of delinquent assessments:

**Assessments** - Assessments subject to the Collection Policy include the monthly regular assessments and any levied special assessments (or any additional assessment regardless of what is called).

**Costs of Collection** - The costs of collection for delinquent assessments, shall include but are not limited to any management fees, trustee fees and reasonable attorney fees and costs, as a charge against a member's assessment account and are included in the amount of any Assessment Lien

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recorded against the property and the amount of any collection recovery action by the Association against the Owner(s).

**Delinquency** - The term Delinquency shall include any delinquent unpaid regular, special, or other assessments, late charges, interest, and costs of collection incurred or any portion thereof.

**Partial Payments** - If a partial payment is received which is less than the entire unpaid balance owed on the member's account, including the costs of collection, provided the Notice of Delinquent Assessment Lien has not been recorded, the partial payment may be credited to the oldest outstanding balances on the member's account and the remaining unpaid balance shall be subject to this Procedure and Policy for collection. **At the point the account is sent to the attorney to move forward with the collection process, all payments for delinquent amounts must be made to the Association's attorney on behalf of the Association, and certified funds may be requested. Once the account is sent to legal counsel for collection, payment in full may be required, unless a payment plan is accepted by the Association. If partial payments are received, these may be returned to the homeowner unless remaining sums due are immediately paid as requested by the Attorney.**

**Payments** - Payments received by the Association after a delinquent account has been assigned to the Association's attorney for collection shall be forwarded by the Association to the attorney and all further communications for the collection of the delinquent account are to be through the Association's attorney unless a meet and confer or alternative dispute resolution is requested by the homeowner, and proceeds to conclusion. For any assessment paid on time, the owner shall not be liable to pay a late charge, interest or costs of collection as it relates to that assessment.

**Notice of Dispute and Hearings ("IDR") Under California Civil Code Commencing at 5900** - The owner may dispute the debt noticed in the intent to lien letter by submitting to the board a written explanation of the reasons for his or her dispute. The Association shall respond in writing within 15 days of the postmark date of the request. Further, the owner may make a written request to meet with the Board to discuss a payment plan, and the Board shall meet with the owner at an executive session within 45 days of the postmarked date of the request, if the request is mailed within 15 days of the postmarked date of the intent to lien letter, otherwise the Board may appoint a committee or one or more members to meet with the owner.

**Payment Plans** - Upon written request by a delinquent Owner(s), short term Payment Plans may be approved in the sole discretion of the Board based upon the justifying circumstances of each delinquent Owner. However, the Association is not a bank and does not provide long term financing of an Owner's Delinquency.

**Returned Check Charges** - A charge of not less than \$25.00 shall be added to the account of any member whose check to the Association, its attorney or management company, is returned dishonored by the member's bank.

**Statements** - Monthly statements are a courtesy to the members and not an invoice for payment. If an owner does not receive a monthly statement, nevertheless payment must be made to the Association at the last given address. Additionally, a monthly assessment statement with unpaid

balances may not reflect any or all of the collection costs incurred on a delinquent Owner's account, including late charges, interest, attorney or trustee fees and costs which have been charged to the member's account according to this Collection Policy and Procedure. **Therefore, a delinquent owner must communicate with the Association's attorney to confirm the total delinquency owed.**

**No Waiver of Collection Charges - If a member's account becomes delinquent and the Association is required to incur costs of collection due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these collection charges since it would not be fair to the members who pay their dues to also pay for the collection charges incurred by the Association due to another Owner's delinquency.**

**PAYMENT PLAN STANDARDS:**

For a Delinquency as herein above defined, the Association will consider an owner's offer of a payment plan which substantially complies with the following standards, which standards may be changed upon vote of the Board noted in the minutes of a meeting of the Board. These standards are merely guidelines, and all payment plans are the sole discretion of the Board:

- The plan shall be in writing, signed by the owner, and should provide for full payment of all sums due or which may become due as of the date of the acceptance of the plan. If a Notice of Delinquent Assessment Lien has not been recorded, then the payment plan must include the cost of the lien, and the lien shall be prepared and recorded on the property as a condition of the payment plan. If the Notice of Delinquent Assessment Lien has already been recorded, a forbearance agreement must also be executed by the owner as a condition of an approved payment plan. If the Notice Of Sale has been prepared as part of the foreclosure process, the Board need not approve a payment plan in accordance with these standards and the terms of any payment plan entered into at that time is at the sole discretion of the Board.
- An initial down payment, in an amount deemed reasonable by the Board, may be required to initiate a monthly payment plan.
- If the delinquency is less than \$1,800.00, the plan should not exceed six (6) months in duration from the date the plan is accepted. The plan will include the recording of the assessment lien as well as the fees and costs in preparing and recording this lien.
- If the delinquency is in excess of \$1,800.00 the plan should not exceed twelve (12) months in duration from the date the plan is accepted. The plan will include the recording of the assessment lien as well as the fees and costs in preparing and recording this lien.
- The plan should provide for the owner to remain current during the plan, on all assessments and charges which become due from the date the plan is accepted.
- The plan should also provide that if the owner is late on any payment, late being defined as not arriving on the date the payment is to be received, the owner is in breach of the



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payment plan, and the Association may terminate the plan upon its sole discretion, and, any payments accepted by the Association after such breach or termination of the plan, is not a waiver of the breach nor of the right to terminate the plan. The plan should further provide that upon termination of the payment plan as a result of a breach, the Association may continue with collection efforts with the next step in the collection procedure following the last completed step. In no event will the Association be required to re-initiate or re-start the collection procedures, or any procedure that has already been taken, and any forbearance shall not act to stop the expiration of applicable time periods.

- The plan shall require the owner to give notice of the delinquency and plan to a buyer of the property in escrow, and the plan shall not be transferable to any subsequent owner. **All amounts due shall be paid through escrow, whether the transaction is a sale or a refinancing.**
- If the homeowner has failed at any time in the past, to comply with a previous payment plan, the Board need not approve reinstatement of the plan or a new plan, and the terms of any new plan are at the sole discretion of the Board.

MOD. 1/14

REV. 10/06

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**MAINTENANCE & REPAIR RESPONSIBILITY**

NOTE: The allocations below are generally applicable. Facts for a specific incident may justify a different allocation. Owners are responsible for any improvement they construct, install, etc. Further, any party, Association or Owner, is responsible for the cost to repair damage caused by that party's negligent and/or willful conduct.

<b><u>DESCRIPTION OF IMPROVEMENT</u></b>	<b><u>HOA</u></b>	<b><u>OWNER</u></b>	<b><u>AUTHORITY</u></b>
Air Conditioner		X	CC&Rs Section 2.9
Air Conditioner Pad		X	CC&Rs Section 2.9
Balconies (Surface)	Repair/Replace	Keep Clean & Free of Debris	CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶ 8
Balconies (Structural)	X		CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶ 8
Cabinets (Interior)		X	CC&Rs Section 2.9
Doors (Unit Entry)	Paint Exterior	Repair & Paint Interior	CC&Rs Section 2.9
Doors (Interior)		X	CC&Rs Section 2.9
Doors (Storage Closet)	Repair, Replace & Paint	Keep Clean	CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶ 6
Dryer Vents (Outlets Within Condominium Unit)		X	CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶ 3
Dryer Vents/Chutes (Within Perimeter Walls of Condominium)	Repair/Replace	Keep Clean & Free of Debris	CC&Rs Sections 2.7 and 2.9
Drywall (Non-perimeter walls, Non-load Bearing walls and Non-utility Walls)		X	CC&Rs Section 2.9; Condominium Plan Notes ¶¶ 3 & 5
Drywall (Perimeter Walls, Utility Walls, Ceilings and Load-Bearing Walls)	Repair	Paint/Cover	CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶¶ 3 & 5
Electric Outlets & Fixtures Within Condominium Unit		X	CC&Rs Section 2.9
Electric Wiring	X		CC&Rs Section 2.7; Condominium Plan Notes ¶ 3
Exterior Walls & Surfaces of Condominium Buildings	X		CC&Rs Section 2.7
Floor Coverings (Carpet, Tile, etc.)		X	CC&Rs Section 2.9; Condominium Plan Notes ¶ 3
Grounds and Hardscape	X		CC&Rs Section 2.7
Heating Unit		X	CC&Rs Section 2.9

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<b>DESCRIPTION OF IMPROVEMENT</b>	<b>HOA</b>	<b>OWNER</b>	<b>AUTHORITY</b>
Lighting (Building Exterior & Other Common Area)	X		CC&Rs Section 2.7
Lighting (Interior Fixtures and Exterior Fixtures Exclusively for a Unit)		X	CC&Rs Section 2.9
Parking Spaces	X		CC&Rs Section 2.7
Plumbing (Main Line)	X		CC&Rs Section 2.7
Plumbing Pipes & Conduits (Including Slab Leaks)	X		CC&Rs Section 2.7
Plumbing (Outlets Within Condominium Unit)		X	CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶ 3
Plumbing Fixtures		X	CC&Rs Sections 2.7 and 2.9
Relocation Expense During Repairs		X	Civil Code Section 1364 (c )
Roofs	X		CC&Rs Section 2.7
Sewer & Drain Lines (Main)	X		CC&Rs Section 2.7
Sewer & Drain Lines (Outlets Within Condominium Unit)		X	CC&Rs Sections 2.7 and 2.9
Sewer & Drain Lines (Exclusively Serving a Unit)	Repair/Replace	Keep Clean & Free of Debris	CC&Rs Sections 2.7 and 2.9
Slab (Other than Interior Surface)	X		CC&Rs Section 2.7; Condominium Plan Notes ¶¶ 3 & 5
Slab Leak	X		CC&Rs Section 2.7
Stairs/Stairways/Stair Railings	X		CC&Rs Section 2.7
Storage Closet	Repair	Keep Clean	CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶ 6
Telephone Wiring Exclusively Serving Unit		X	CC&Rs Section 2.9; Condominium Plan Notes ¶ 3
Termites/Other Wood-Destroying Pests or Organisms (Common Area)*	X		CC&Rs Section 2.7; Civil Code Section 1364(b)(1)
Termites/Other Wood-Destroying Pests or Organisms (Interior)*		X	CC&Rs Section 2.9; Civil Code Section 1364(b)(2)
Termites/Other Wood-Destroying Pests or Organisms (Relocation Costs)		X	Civil Code Section 1364 (c )
Walls (Building Exterior)	X		CC&Rs Section 2.7

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<u>DESCRIPTION OF IMPROVEMENT</u>	<u>HOA</u>	<u>OWNER</u>	<u>AUTHORITY</u>
Walls (Unit Interior- Non-perimeter & not Load Bearing or Utility)		X	CC&Rs Section 2.9; Condominium Plan Notes ¶¶ 3 & 5
Walls (Unit Perimeter & Load Bearing & Utility)	Repair	Paint or Wall Covering	CC&Rs Sections 2.7 and 2.9; Condominium Plan Notes ¶¶ 3 & 5
Water Heaters		X	CC&Rs Section 2.9
Water Intrusion Damage**	X	X	CC&Rs Sections 2.7 and 2.9
Windows		X	CC&Rs Section 2.9

\* The Board of Directors may adopt an inspection and preventative program for the prevention and eradication of infestation by termites and other wood destroying pests or organisms for the entire development if it determines it to be economically feasible.

\*\* Unless damage is caused by the negligent or willful misconduct of another, the Association maintains and repairs damage to the property for which it is responsible, the Owner repairs damage to the property for which it is responsible.

## CARD ACCESS FORM

For Office Use Only:

Card Access No. \_\_\_\_\_

### MEMBERSHIP RECREATIONAL FACILITIES REGISTRATION FORM

HOMEOWNER(S) NAME(S):

\_\_\_\_\_

Last	First	Work Phone	Date
------	-------	------------	------

\_\_\_\_\_

Last	First	Work Phone	Date
------	-------	------------	------

\_\_\_\_\_

Mailing Address	Home Phone
-----------------	------------

Building Number \_\_\_\_\_ Unit Number \_\_\_\_\_

TENANT'S NAME (If Applicable):

\_\_\_\_\_

Last	First	Work Phone	Date
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Please list below the names of all children (or any other persons) in residence:

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Please list the make, model and license number of the vehicles owned by your family:

\_\_\_\_\_

\_\_\_\_\_

(Over)

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I, for myself and my family, hereby waive all claims against Monarch Hills Condominium Association (“MHI”) and its officers, directors and employees (Representatives) which are related in any way to the use of MHI property by me and my family, unless caused by the negligence of willful misconduct of MHI and/or its Representatives.

I, for myself and my family, hereby agree to indemnify, defend, and hold MHI and its Representatives entirely harmless from and against any and all expenses, liabilities, losses, actions, and claims for damage for personal injury, property damage, and/or other costs and charges, including attorney’s fees, arising out of, directly or indirectly, the use of MHI property by me, my family, and my guests, except to the extent caused by the negligence or willful misconduct of MHI and/or its Representatives.

On this date, I (we) have received one (1) member identification card for the members of the residence. I understand that the cost to replace said card and/or membership identification will be \$50.00.

\_\_\_\_\_

\_\_\_\_\_

Monarch Hills Address

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

revised 1/11/10