

PREFACE

This Information Handbook has been compiled by your Association to outline the operating procedures of the Association and to provide other important information about your Association's common areas. The purpose of your Association is to protect AVOCET ASSOCIATION property while making association living a pleasant experience for everyone.

The Association concept is an ingenious device to manage the community assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the property, is retained by those with a vested interest in the community's welfare - *- The Property Owners.*

Living in a planned development can be a happy and rewarding experience and a planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected and enhanced.

EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION!

All owners should have received, at the close of their escrow, copies of the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the AVOCET ASSOCIATION. We urge you to read these documents since they set forth, in complete detail, the rights, duties and obligations of each homeowner; and they, not this booklet, are the official documents that cover these rights.

These Rules and Regulations supplement the CC&Rs and supersede previous versions of the Rules and Regulations. Please read this information carefully and be sure your family, guests and tenants understand the rules fully. Please contact the Management Company if you have questions or if you do not have copies of the Association documents.

We trust that your knowledge of this information will enhance your daily enjoyment of your residence at AVOCET.

Thank you for your consideration and cooperation. All owners and tenants are encouraged to participate in directing the affairs of AVOCET.

Sincerely yours,

**THE BOARD OF DIRECTORS OF
AVOCET ASSOCIATION, INC.**

TABLE OF CONTENTS

- Statement of Alternative Dispute Resolution..... 1**
- Excess Income Statement..... 7**
- Policy for Violation Determination 8**
- Insurance Disclosure Statement 14**
- Assessment Collection Policy 15**
- Members’ Right to Obtain Documents..... 21**
- Annual Meeting 23**
- Board Meetings 24**
- Property Management 26**
- Architectural Approval Procedure 27**
- Sample Architectural Application 29**
- House Rules 31**
- Landscape and Architectural Guidelines 45**
- Important Numbers.....**

**STATEMENT OF ALTERNATIVE
DISPUTE RESOLUTION**

The California Legislature has established a public policy in this state which encourages the use of Alternative Dispute Resolution (ADR) to resolve conflicts which arise in condominiums, planned developments and other common interest developments.

The new law amends California Civil Code Sections 1369.510 et seq. and requires that certain types of disputes between homeowner associations and their members, or between association members, be submitted to ADR. ADR may take the form of mediation, arbitration, conciliation or other non-judicial procedure that involves a neutral party in the decision-making process. The new law prohibits the filing of a lawsuit seeking to enforce the association's governing documents unless the parties have endeavored to submit their dispute to ADR, unless the lawsuit claims monetary damages in excess of \$5,000.00. Cal. Civ. Code § 1369.520.

The law also requires each homeowners association to distribute a summary of California Civil Code Section 1369.510 et seq. to its members annually either at the time the annual budget is distributed or in the manner specified in Corporations Code Section 5016.

Rather than attempt to summarize the law, which may result in a misunderstanding of what the law states, the Association is providing a copy of Section 1369.510 et seq. in its entirety below. **PLEASE NOTE: FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PRE-FILING REQUIREMENTS OF CALIFORNIA CIVIL CODE SECTION 1369.520 ET SEQ. MAY RESULT IN THE LOSS OF SUCH MEMBER'S RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.**

§ 1369.510. Definitions

As used in this article:

- (a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.
- (b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:
 - (1) Enforcement of this title.
 - (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
 - (3) Enforcement of the governing documents of a common interest development.

§ 1369.520. Filing enforcement actions; application of section

- (a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.
- (b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000).
- (c) This section does not apply to a small claims action.
- (d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

1369.530. Initiation of process; serving a Request for Resolution; personal delivery; acceptance or rejection of request

- (a) Any party to a dispute may initiate the process required by Section 1369.520 by serving on all other

parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

- (1) A brief description of the dispute between the parties.
 - (2) A request for alternative dispute resolution.
 - (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
 - (4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.
- (b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
- (c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

1369.540. Timeline for completion of alternative dispute resolution

- (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
- (b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.
- (c) The costs of the alternative dispute resolution shall be borne by the parties.

1369.550. Tolling of statute of limitations

If a Request for Resolution is served before the end of the applicable time limitation for commencing an

enforcement action, the time limitation is tolled during the following periods:

- (a) The period provided in Section 1369.530 for response to a Request for Resolution.
- (b) If the Request for Resolution is accepted, the period provided by Section 1369.540 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 1369.540.

1369.560. Certificates filed with initial pleading; grounds for demurrer or motion to strike

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

- (1) Alternative dispute resolution has been completed in compliance with this article.
- (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
- (3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

1369.570. Referral of actions to alternative dispute resolution; stay of referral action

(a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (b) of Section 68603 of the Government Code.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

1369.580. Award of fees and costs

In an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of Section 1354, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

1369.590. Annual summary of provisions of article; contents of summary

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

(b) The summary shall be provided either at the time the pro forma budget required by Section 1365 is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process, as required by Section 1363.850.

MEET AND CONFER PROCEDURE:

In addition to the statutory procedure set forth above, the Association has adopted an informal "meet and confer" procedure to resolve disputes between the Association and a member involving their rights, duties or liabilities under California Civil Code Section 1369.510 et seq., the Nonprofit Mutual Benefit Corporation Law (Division 2 of Title 1 of the Corporations Code (Part 3, commencing with Corporations Code Section 7110)) or under the Association's governing documents. That procedure is as follows:

Either the association or the member may request in writing that the other side meet and confer in an effort to resolve the dispute. A quorum of the Board of Directors will attend the meet and confer session. At the meeting, the parties must explain their positions to each other and must confer in good faith in an effort to resolve the dispute. Any resolution of the dispute agreed to by the parties shall be memorialized in writing and shall be signed by the homeowners and by a designated signer on behalf of the Association.

EXCESS INCOME STATEMENT

The Board of Directors for the Avocet Association has resolved that any amounts collected by or paid to the Owners Association, in excess of the operating expenses for the December 31 year-end, shall be set aside as reserves for future financial needs, as provided by the guidelines established by Revenue Rulings 70-604 & 75-371. Such amounts shall be deposited into insured interest-bearing accounts. Allocation of any amounts so added to reserves shall be allocated to the various components of reserves at the discretion of the Board of Directors.

POLICY FOR VIOLATION DETERMINATION

The Avocet Association, Inc. Board has adopted the following policy for validating and addressing homeowner complaints and violations of the Covenants, Conditions and Restrictions (CC&Rs), Bylaws and Rules and Regulations (Rules) of the Association.

I. TYPES OF VIOLATIONS

Violations shall be separated into three (3) general categories:

- A. Architectural Violations shall include, but not be limited to: failure to obtain architectural approval prior to initiating improvements and/or failure to construct improvements in accordance with the provisions of architectural approval.
- B. Visible Violations shall include, but not be limited to: parking, vehicular restrictions and exterior maintenance.
- C. Nuisance Violations shall include, but not be limited to: noise, odor, Common Area damage, behavior or control of pets and/or behavior or control of Owner's children, family members or guests.

II. OWNER RESPONSIBILITY

Each Owner is strictly liable for violations of the governing documents and the Rules committed by the Owner's household guests, household help, and tenants. If a guest, household helper or tenant is in violation of the governing documents or a Rule, the Owner will receive notice of the violation in accordance with the policy set forth below and will be responsible for all fines and other enforcement penalties imposed.

III. VERIFICATION OF COMPLAINT OR VIOLATION

Violations may come to the attention of the Board through owner complaint or through visual observations by one or more Board members or by the Management Company.

- A. Owner Complaints. To advise the Association of a complaint or violation, the homeowner must file a formal written complaint and send it to the management company. The written complaint must be signed and dated. The written complaint should comprehensively state the basis of the complaint or violation and must provide information regarding when, where, who, what and how the complaint arose or the violation occurred.

When the written complaint is received, the Management Company will attempt to verify the complaint or violation by visual inspection or other appropriate means.

- B. Visual Observation. When a Board member or the Management Company observes a violation, the violation will be submitted to the Management Company for enforcement.

IV. ENFORCEMENT PROCEDURES

Complaints and violations of the governing documents shall be handled as follows:

- A. Courtesy Notice. The Management Company will send a formal written notice (the "Courtesy Notice") to the offending Owner of record at the Owner's last known address and, if the unit is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation.

The courtesy notice will also state if the owner disagrees with the alleged violation, there are established informal methods to resolve such differences. These shall include phone, email and street address to contact management.

- B. **First Notice.** The Management Company will send a formal written notice (the "First Notice") to the offending Owner of record at the Owner's last known address and, also if the unit is rented, to the tenant. The First Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date.

- C. **Hearing Notice.** If the violation is not corrected within two weeks from the First Notice, the Management Company will send a formal written notice to the Owner of record at the Owner's last known address and, also if the unit is rented, to the tenant, setting a Board hearing on the violation and advising the Owner/tenant that monetary fines and penalties may be imposed. The Hearing Notice will contain the date, time and place of the hearing, the nature of the alleged violation for which the Owner/tenant may be disciplined and a statement that the Owner/tenant has a right to attend and may address the Board at the hearing.

The Hearing Notice may include the amount of any monetary fines that may be imposed at the hearing if the violation is not corrected and shall include a description of other penalties that may be imposed, including, without limitation, the membership rights that may be revoked by Board decision at the hearing. The Hearing Notice may also include the amount of any additional monetary fines that may be imposed at the hearing for continuation and/or repetition of

the violation. The Hearing Notice will be sent at least ten (10) days prior to the hearing.

- D. **Hearing.** If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Hearing Notice. The Hearing will be conducted in an Executive Session of the Board.

The Hearing will be held regardless of whether the Owner and/or tenant attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the revocation of membership rights in accordance with the governing documents. The Board may also determine what future penalties should be imposed if the Owner/tenant continues to be in violation. Any determination made by the Board is binding notwithstanding the absence of the Owner and/or tenant.

If the Owner/tenant has corrected the violation as of the date set for the Hearing, the Board will not impose any monetary fines or penalties and will close the complaint or violation procedure.

- E. **Post-Hearing Notice of Discipline.** If the Board imposes discipline on an Owner and/or tenant, the Board will provide the Owner and/or tenant with written notification of the disciplinary action ("Post-Hearing Notice") within ten (10) days following the hearing.
- F. **Verification of Continuing Violation.** Seven (7) days following the giving of the Post-Hearing Notice, the Management Company will verify whether the violation is continuing or reoccurring.

1. If the violation has been corrected, no further fines or penalties shall be imposed, all revoked membership rights will be reinstated and the violation proceeding will be closed.
2. If the violation has not been corrected, monetary fines and penalties will continue to be imposed in accordance with the terms set forth in the Post-Hearing Notice.
3. If the violation is reoccurring, the violation will be deemed a new violation and the enforcement procedures set forth above will be followed.

G. **Notices.** All notices required or sent pursuant to this Enforcement Policy shall be either personally delivered or sent by United States first class mail, postage prepaid, (1) to the offending Owner at the last known address listed with the Management Company; and (2) to the tenant at the tenant's address within the community.

V. **FINES AND PENALTIES.**

A. **Amounts of Fines and Charges.**

1. **First Offense.** The minimum fine for a first violation will be \$50.00.
2. **Subsequent Offenses.** Subsequent violations of the same rule may be fined up to \$100 per violation and up to \$1,000 per year.
3. **Additional Charges.** In addition to fines, the Board shall impose on the offending Owner additional charges resulting from the violation, including, without limitation, the actual cost to the Association to repair Association property or to correct the violation.

- B. **Other Penalties.** In addition to monetary fines, for any violation of the Association's governing documents or Rules, the Board may determine to suspend the Owner's rights and privileges, including, without limitation, the Owner's voting rights, the right to use the Association's recreational facilities or any combination thereof. Any suspension shall not take place until at least five (5) days following the Hearing and shall not exceed thirty (30) days in length.
- C. **Payment of Fines and Charges.** All fines and charges imposed against an Owner for a violation of the governing documents and/or Rules will be applied to the offending Owner's account and will appear on the Owner's next statement of account. Any unpaid balances will be subject to additional late fees and charges as set forth on the statement.

INSURANCE DISCLOSURE STATEMENT

The Avocet Association, Inc. has various types of insurance coverage. The policy renews in December each year. It is your responsibility to forward the insurance certificate to your mortgage company. If you require a copy of the Declaration Sheet, please contact management.

Some of the types of coverage that the Homeowners' Association carries are as follows:

Building Coverage	\$60,000 (\$1,000 deductible)
General Liability Coverage	\$1 million
Directors & Officers Insurance	\$1 million
Excess Liability Insurance	\$15 million
Fidelity Bond	\$55,000 (\$500 deductible)

The Association insurance coverage meets or exceeds the minimum level of coverage specified by California Civil Code 1365.89

This summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies, and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance does not cover your property, including personal property or real property improvement to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association Members should consult with their individual insurance broker or agent for appropriate additional coverage.

ASSESSMENT COLLECTION POLICY

Adopted April 2009

The Board of Directors for Avocet Association, Inc. has adopted the following policy for the collection of homeowner's assessments:

1. **Due Date:** Homeowner's assessments are due and payable quarterly on the 1st day of January, April, July and October, whether or not a homeowner ("Owner") receives a bill from the Association. Homeowners are required to prepay assessments in three month increments and must be paid in full to avoid a late charge.
2. **Payment Location:** The Association is the collector of the assessments, late fees and interest. Assessments may be paid by check or by electronic payments. Please contact the Association in writing to make arrangements for electronic payments. Please submit all payments including overnight mail deliveries to the Association business address:

Avocet Association, Inc.
c/o Association Management Group
2131 Las Palmas Drive, Suite A
Carlsbad, CA 92011-1524

3. **Returned Check / Payment Charge:** A Return Check / Payment Charge of \$25.00, in addition to any late charge, if applicable, will be assessed against an Owner's account whose check has been returned or whose electronic payment is not made by the bank for any reason.
4. **Late Charge:** On the 16th day following the due date of any assessment, the assessment is delinquent and, a Late Charge of \$10.00 shall be applied to any unpaid balance. A reminder notice will be sent to remind the Owner of the delinquency.

5. **Pay or Lien Letter:** On the 45th day following the due date of any assessment a Pay or Lien Letter will be sent to the Owner at a cost to the Owner of \$125.00, which is added to the amount of any delinquent assessment. In addition, beginning on the 30th day following the due date of any assessment, interest on the entire amount of the delinquent assessment (and all amounts added thereto) shall be charged at the rate of twelve percent (12%) per annum.

6. **Payment Plan:** An Owner may submit a written request to meet with the Board to discuss a payment plan for any delinquent assessment. If the Owner's request is postmarked within fifteen (15) days of the postmark date of the Pay or Lien Letter, the Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the Owner's request, if there is a regularly scheduled Board meeting within that period. Payment plans must incorporate any assessments that accrue during the payment plan period. Acceptable payment plans must include a lump sum payment of no less than half the debt paid at the onset of the agreement. The remaining balance due must be paid in no more than six (6) equal payments in addition to the current assessment payment due quarterly. Payment plans shall not impede an Association's ability to record a lien against the homeowner's property ("separate interest"). Additional late fees shall not accrue during the payment plan period if the homeowner complies with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

7. **Lien:** On the 75th day following the due date of any assessment, a Lien will be placed against the Owner's property. The Lien will include the amount of the delinquent assessment, plus late charges, reasonable costs incurred in collecting the delinquent assessment (including reasonable attorney's fees) and interest which are payable by the Owner. The Board of Directors shall approve placing a lien against the Owners' property.

8. **Intent to Foreclose:** On the 100th day of any assessment period, an Intent to Foreclose notice will be sent to the Owner. The notice will include the amount of the delinquent assessment, plus late charges, reasonable costs incurred in collecting the delinquent assessment (including reasonable attorney's fees) and interest which are payable by the Owner.

9. **Foreclosure:** The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments are in excess of one thousand eight hundred dollars (\$1,800.00) or are more than 12 months delinquent. The Association may use judicial or non-judicial foreclosure or file a Small Claims Court lawsuit to collect from the Owner the delinquent assessment, plus late charges, reasonable costs incurred in collecting the delinquent assessment (including, without limitation, filing fees and reasonable attorney's fees) and interest, as more fully provided in Section 1367.4 of the Civil Code.

10. **Costs incurred by the Association:** Any and all costs incurred by the Association to collect delinquent assessments, including, without limitation, actual reasonable attorneys' fees and costs, will be charged directly to the Owner. The Owner must pay these costs before the Association will release the lien.

11. **Association's Rights:** In the event of a default on any payment plan, the Association may resume collection on delinquent assessment from the time prior to entering into the payment plan. In addition, when the account has been turned over to the Association's legal counsel, the Association and its legal counsel will not accept partial payments and will reject such partial payments until the Owner's account is brought current and paid in full. Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the Association's legal counsel. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall release the lien when payment in full is made by the delinquent Owner.

12. Compliance with Civil Code:

NOTICE ASSESSMENT AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the entire text of the sections of the California Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2006. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENT AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of a homeowner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the homeowner's property. The homeowner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (California Civil Code Sections 1366, 1367.1, and 1367.4)

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

this remedy. (Civil Code Sections 1366 and 1367.1) The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the homeowner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Civil Code Section 1367.1) At least 30 days prior to recording a lien on homeowner's separate interest, the association must provide the homeowner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the homeowner. A homeowner has a right to review the association's records to verify the debt. (Civil Code Section 1367.1) If a lien is recorded against a homeowner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide a homeowner certain documents in this regard. (Civil Code Section 1367.1) The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

In general, the Association's Board intends to take whatever actions are authorized by law and the Association's governing documents to collect assessments. If the Board elects to use practices, procedures or notices which exceed those required by law or the governing documents, it does so without waiving the Association's right to exercise collection remedies to the fullest extent permissible. Any additional notices or time periods the Association might use are extended solely as a courtesy. No owner shall be entitled to expect longer time limits or notices other than those which are required by law or the governing documents.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Civil Code Section 1367.1) The board of directors may meet with a homeowner who makes a proper written request for a meeting to discuss a payment plan when the homeowner has received a notice of a delinquent assessment. Acceptable payment plans must include a lump sum payment of no less than half the debt paid at the onset of the agreement. The remaining balance due must be paid in no more than six (6) equal payments in addition to the current assessment payment due quarterly.

MEMBERS' RIGHT TO OBTAIN DOCUMENTS

The Owners Association maintains document files in the offices of the Property Management Company. The Membership has the right to review the records of the Association and to have copies of non-confidential documents. Any Member who would like access to the Association's records needs to present a request in writing to the Property Manager identifying exactly which records are to be made available.

The Membership is required to reimburse the Association for any and all costs incurred to satisfy a Member's right to review and obtain Association records. Members may be required to reimburse the Association for costs of preparing and participating in the review of documents, the cost of making copies, including copy charges and labor, as well as other normal and customary costs which the Association may incur in fulfilling homeowner requests for information.

Members of the Association can visit the office of the Management Company with or without appointments. If a Member plans to visit the Management office with the intent to review Association records, mutually convenient appointments must be made with the Property Manager. Requests should be made in writing and confirmed.

Meeting Minutes

The Board of Directors of the Avocet Association meets on a quarterly basis and maintains Minutes of those Meetings. Any Member of the Association may attend Meetings of the Board of Directors, except when the Board adjourns to Executive Session to consider litigation issues, matters related to the formation of contracts with third parties, Member discipline or personal matters.

The Minutes, or a summary of the Minutes of any Meeting of the Board of Directors of the Association, other than

Executive Session Meetings, shall be available to the Members within thirty (30) days of the Meeting. The Minutes, proposed Minutes, or a summary of the Minutes shall be distributed to any Member of the Association upon request and upon reimbursement of the Association's costs.

Audited Financial Statement

The Board of Directors contracts for an annual financial audit completed by an independent auditor who submits a written report of their findings. The annual audit report is available to the Membership free of charge upon request.

The Reserve Study

The Board of Directors contracts for an annual study of reserve assets completed by an independent company. A report of the reserve components and assets is prepared and available to the Membership free of charge, upon request.

Operating and Reserve Budget

The Board of Directors adopts an Operating and Reserve Budget each year approximately sixty (60) days prior to the end of the fiscal year in December. The Operating and Reserve Budget details the source and use of Association funds. A copy of the Operating and Reserve Budget is sent to each Member and is also available free of charge upon request.

All Association records and documents are available to the Membership through the following resource:

**Association Management Group
2131 Las Palmas Drive, Suite A
Carlsbad, CA 92011-1524
Tel: (760) 931-4180 • Fax: (760) 931-4188
Email: amg@sdamg.net**

ANNUAL MEETING

The Annual Meeting of the Avocet Owners Association will be held in May each year. At that time, the Board of Directors will conduct the Meeting and together with the homeowners, transact the annual business, including the election of Board Members and the approval of the Board's policy on annual income and expenses. Following the meeting the new Board will elect officers

Homeowners will be notified in writing prior to the Meeting, as dictated by the Bylaws of the Association. All homeowners are requested to attend the Annual Meeting. Without your attendance in person or by proxy, the Board may not have a quorum, and may not be able to conduct required business. Please assist the Board by planning to attend the Meeting, or at a minimum, please be diligent about completing the proxy and returning it as requested.

The Annual Meeting is the only Meeting in which the homeowners have participatory rights; that is, homeowners are able to make Motions from the floor and conduct business at the Annual Meeting. This is normally precluded during quarterly Board Meetings. The Board of Directors conducts "open" meetings when it meets; however, homeowners are restricted to input at the designated time on the agenda, which is under "Homeowner Discussion". While the Board of Directors is conducting the regular Board Meeting, homeowners are invited to attend and be aware of the business before the Board, but the Meetings are not interactive and homeowner input is restricted to the specific agenda time.

BOARD MEETINGS

GENERAL RULES

- A. **Length of Meeting:** It is desirable to conclude the Board business in 2 hours. Any time after that is an additional cost to the Avocet Association. We ask, therefore, that comments be kept brief and to the point.
- B. **Procedure:** The Board conducts its meetings according to parliamentary procedure based on Robert's Rules of Order Newly Revised.
1. **Obtaining the floor properly:**
 - a. **During Homeowner Discussion, raise hand for recognition.**
 - b. **During any other portion of the Meeting, or following another Homeowner's presentation:**
 - c. **Listen to the entire presentation, then raise your hand for recognition.**
 - d. **Allow Directors to make comments on an issue, then ask for recognition.**
 2. **Speak clearly and concisely.**
 3. **Be courteous.**
 4. **Executive Session: for Board Members only to discuss personal, legal, or contractual matters.**

Homeowner Discussion

1. **Purpose**: to give the homeowners the opportunity to express a concern, opinion, or suggestion at a regular Board Meeting.
2. The presentation is to be limited to five (5) minutes, unless the Board requests additional information.
3. The homeowner identifies him/herself by name and address.
4. Additional information is to be submitted to the Board in writing.
5. Request for Board action is to be submitted in writing.
6. **In the case of a simple problem**: the Board directs Management to handle the matter.
7. **In the case of a complex problem**: more deliberate course of action may be required.
8. Written description of concern is submitted in writing to the Board.
9. Concern is deferred to New Business portion of Meeting for discussion.
10. Concern may be placed on Agenda of next Meeting, or Concern may be placed in Executive Session.

The tape recording and/or videotaping of any Meeting activities or conversations are prohibited.

Meeting Schedule and Location

The Board of Directors Meetings are scheduled quarterly on the fourth Monday of the month, 5:00 p.m., at the office of Association Management Group, 2131 Las Palmas Drive Suite A, Carlsbad, California. The Annual Meeting is held in May of each year.

Meetings are generally held in January, April, May (Annual), July and October each year.

PROPERTY MANAGEMENT

The Property Management Company is hired by the Board of Directors to invoice and collect assessments; pay bills; enforce governing documents; maintain appropriate records; inspect the complex on a monthly basis; supervise the maintenance of the complex; record and address homeowner questions, suggestions, and complaints; enforce vendor compliance with contracts; and, handle the day-to-day requirements of properly running a Homeowners' Association within the guidelines and policies adopted by the Board of Directors and dictated by the State of California.

Your Property Manager is Earl Feuer.

Association Management Group
2131 Las Palmas Drive, Suite A
Carlsbad, CA 92011-1524
Tel: (760) 931-4180 • Fax: (760) 931-4188
Email address: amg@sdamg.net

To assist homeowners in communicating with the Board of Directors and the Management Company, please send all inquiries to the Board, in care of the Management Company. Complaints regarding rule violations or other problems are to be directed to the Property Manager and must be sent in writing.

**PROCEDURE FOR OBTAINING APPROVAL
OF ARCHITECTURAL CHANGES**

The procedure for obtaining approval for any architectural change shall be as follows:

Complete plans and specifications showing the nature, kind, shape, color, size, height, and material to be used and location of any proposed improvements, alterations or landscaping, as well as the proposed contractor and any other information as required by the Board, shall be prepared by the requesting owner and submitted to the architectural committee along with any fee or deposit established in the architectural rules. A duplicated request shall be submitted to the Board at the same time as the submittal to the architectural committee. The Board may establish a construction deposit and require that it be paid with the plans and specifications.

The architectural committee shall review the submission and provide a written recommendation as to approval or disapproval of any such submission, including the reasons for any decision, to the requesting owner within 45 days of receipt by the committee of all required materials.

Owners wishing to appeal a disapproval from the architectural committee shall resubmit the request to the Board of Directors within 30 days of receipt of the architectural committee's written recommendation. The Board of Directors shall review the submittal within 30 days of receipt of the request for reconsideration and shall provide a written response within 30 days of receipt of the resubmission including the reasons for the Board's response.

In the event the architectural committee or Board fails to provide a written response to the requesting homeowner within 60 days of receipt of the request from the owner, the owner may notify the Board in

writing that a response has not been received. If the Board fails to respond within 30 days of the receipt of the notice, approval will not be required and the relative covenants shall be deemed to have been fully satisfied.

Once an owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time period.

Owners are directed to the CC&R's Article 8, Architectural Review Committee, which begins on page 37 for more specific information about architectural change requirements.

Information is available online at www.avocetassociationinc.org

AVOCET ASSOCIATION, INC.

ARCHITECTURAL APPLICATION

SAMPLE

Please complete this application and attach (2) copies of your proposed property improvements. Mail or deliver to:

Avocet Association, Inc.
c/o Association Management Group
2131 Las Palmas Drive, Suite A
Carlsbad, CA 92011-1524
E-Mail: amg@sdamg.net

1. HOMEOWNER INFORMATION

NAME: _____ DATE: _____

MAILING ADDRESS: _____
STREET CITY/STATE ZIP

HOME NUMBER: _____ WORK NUMBER: _____

PROPERTY ADDRESS: _____

**2. ARCHITECT, ENGINEER OR OWNER'S REPRESENTATIVE
(if applicable):**

NAME: _____ PHONE NUMBER: _____

MAILING ADDRESS: _____
STREET CITY/STATE ZIP

3. DESCRIPTION OF CHANGES DESIRED:

(give full details of purpose and/or reason, type and colors of materials to be used and location on the lot)

4. NEIGHBOR AWARENESS:

The intent is to advise your neighbors who own property adjacent, facing or otherwise impacted by the improvement to your lot (property), line or unit. No approval is required, this is simply verification that impacted neighbors are made aware of your application. Neighbors should sign this form and may add their comments on a sheet of paper that may be attached to this application.

NEIGHBOR'S NAME AND ADDRESS

SIGNATURE

NEIGHBOR'S NAME AND ADDRESS

SIGNATURE

NEIGHBOR'S NAME AND ADDRESS

SIGNATURE

5. PLEASE INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST (ATTACH ADDITIONAL DRAWINGS TO THIS FORM):

- a. Description of improvement.
- b. Location of residence on lot and the dimensions from lot lines.
- c. Complete dimensions of improvement proposed.
- d. Measurements of improvement in relation to residence and lot lines.
- e. Description of materials and color schemes.
- f. Drawings to show affected elevations.
- g. Height of trees at maturity.

6. I UNDERSTAND AND AGREE THAT:

I understand that my proposed improvements may require a permit from the City/County Building Department or other government agencies, and I will obtain all required permits before commencing any work. I agree I will do no work that will change the existing drainage patterns. I am aware that any changes may result in substantial damage to adjacent properties.

I will assume the responsibility for any work under the above proposed improvement that I or my contractor complete which may, in the future, adversely affect adjacent properties. I will assume responsibility for all future maintenance of this addition or improvements.

SIGNATURE: _____ DATE: _____
OWNER (authorization of representative must be attached)

DO NOT COMPLETE - ARCHITECTURAL REVIEW COMMITTEE ONLY

DATE RCVD BY AMG: _____ DATE SENT TO ARC (if applicable): _____

COMMITTEE COMMENTS:

APPROVAL CONDITIONAL APPROVAL: _____

DISAPPROVAL FOR FOLLOWING REASONS: _____

RETURNED TO OWNER / APPLICANT FOR FOLLOWING REASONS: _____

_____ DATE: _____

COMMITTEE SIGNATURES: _____ DATE: _____

_____ DATE: _____

HOUSE RULES AND REGULATIONS

Clotheslines

Hanging, drying, or airing of clothes, towels, rags, etc. in windows, on fences, or on balconies is strictly prohibited. No clotheslines or expandable drying racks which can be viewed from other homeowner lots, the street, the golf course, the hotel, or any common areas are permitted within Avocet.

Garage & Yard Sales

No garage or yard sales of any kind are permitted within Avocet.

Landscaping Disrepair

No landscaping shall be allowed to fall into disrepair so as to adversely affect the community, neighborhood, or any other homeowner. Landscaping disrepair on individual homeowner lots, include but not limited to, a lack of consistent (weekly) irrigation and maintenance (trimming, mowing, clean up) necessary to maintain a good appearance will be referred to the Avocet Association Board of Directors for appropriate action.

Mailboxes

Homeowners must not repair or replace their own mailbox. Refer any damage or required repairs to the Avocet Association Community Manager. Repair expenses for accidental damage to mailboxes will be billed to the residential property owner

Neighborhood Disturbances

Residents must be sensitive to neighbors and not disturb others with unreasonably loud noises from pets, outdoor speakers, power tools, vehicles, parties, or other noise-producing activities. Please use common sense, moderation, and courtesy. Be considerate of your neighbors no excessive noise anytime, but especially between the hours of 9:00 PM and 8:00 AM!

Patio Umbrellas (Nonpermanent)

Nonpermanent patio umbrellas are restricted to rear yards only and are not permitted in side or front yards. Permanent umbrellas are addressed in the Avocet Association ARC Guidelines (page 57 “Patio Covers and Balconies”). Second story (upper deck) umbrellas are to be closed when not in use.

Retail Sales

No residential, wholesale or retail sales of any kind are permitted in Avocet. No commercial products and/or retail business inventory or supplies of any type are to be stored in Avocet homeowner’s homes or garages other than for personal use.

Satellite Dish Installation and Maintenance

Satellite dishes larger than one (1) meter in diameter are prohibited in Avocet. Satellite dishes of one (1) meter or less in diameter (approximately 39 inches), and other communication-receiving antennae or devices covered by the Federal Telecommunications Act of 1996, may be installed on the owner’s home as provided in this policy.

- Application to the Board of Directors or Architectural Review Committee shall not be required prior to installing a satellite receiver.
- No fee is required by the Association prior to the installation of a qualified satellite receiver.
- Owners may install a qualified satellite receiver dish in a location on the owner’s home that has been determined to be an appropriate location for maximum performance. If more than one location on the home will provide the required signal strength, the owner is requested to voluntarily place the satellite dish in a location which will minimize the visual impact of the equipment on the common areas, the street, and neighbors. (The Architectural Review Committee (ARC) can assist you in choosing an appropriate location if you are in doubt.)
- Owners shall keep the qualified satellite receiver in good repair and maintenance and not permit it to become unsightly, in compliance with the maintenance requirements of the Association’s governing documents.

- Qualified satellite receivers may not be installed on any part of the Association Common Areas.
- Homeowners shall indemnify' and hold harmless the Association, and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost, including attorneys' fees and court costs, resulting from or arising out of the homeowner's installation, maintenance, or use of a qualified satellite receiver, to the extent that the homeowner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment or cost, including attorneys' fees and court costs being indemnified.
- Nothing in this policy is intended to unreasonably increase the homeowner's cost of installing a satellite receiver, unreasonably delay of the installation, or unreasonably decrease the reception of the signals received. If any homeowner believes that anything in this policy does unreasonably affect the cost, delay the installation, or decreases signal strength, the homeowner is encouraged to contact any member of the Board of Directors or ARC to discuss and resolve the matter.

Nothing in this policy is to be interpreted as being in contradiction with the Federal Telecommunications Act of 1996 regarding the installation, maintenance, and use of satellite dishes. Should any portion of this policy be interpreted as contradicting the Act, that section or sections shall be considered immediately modified to conform to the Federal Telecommunications Act of 1996. Should it be impossible to modify the section or sections, that section or sections shall be considered removed from the remainder of the policy, and shall not be enforceable.

Temporary Structures

No temporary structures, other than those approved in advance by the ARC, are permitted within Avocet (except children's play structures under 6 feet in height and located in a rear or side yard).

Trash

No lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials, scrap, refuse, trash or unsightly articles shall be kept, stored or allowed to accumulate on any lot except within an enclosed structure or otherwise appropriately screened from street and neighboring homeowners' view.

Trash Collection

Garbage and trash shall be kept in closed, sanitary containers at all times and must be stored behind property fences and appropriately screened from view with plantings or other fence structure approved by the ARC. Garbage containers shall not be placed out before 6 p.m. on Wednesday night prior to scheduled pickup on Thursday and must be removed as soon as possible, but no later than midnight on the day of collection.

SPORTS EQUIPMENT

Portable/Permanent Sports Equipment

All permanent sports-related equipment must be pre-approved by the Avocet Association ARC.

No permanent sports equipment of any kind is permitted in Avocet front yards.

Permanent basketball hoops are not permitted to be attached to any home in Avocet.

No freestanding basketball hoops, stands, or tetherball stands are permitted on any front yard, side walk, or street in Avocet. Freestanding basketball hoops are permitted in rear yards with the following conditions:

- 1 All sports equipment, including Basketball hoops, must be out of public view and your neighbors' views by dusk each day.
2. Management does not receive nuisance complaints from your neighbors.
3. If the "in at dusk each day" condition is not followed, the basketball hoop structure will be considered "permanent" and will fall under the jurisdiction of the ARC and will require a

written submittal for a “permanent” basketball hoop and must be approved in advance to the ARC. All permanent basketball hoops and courts must be approved by the appropriate sub-association (must be within the guide lines of the Avocet Association), and the Avocet Association Architectural Committee and must be installed so that they are not visible from public or neighbors view. The homeowner may be required to install landscape screening.

When determining placement for a basketball hoop, please be considerate of your neighbors. Please make every effort to place the hoop in the least visible area of your yard and where it will have the lowest noise impact on your neighbors.

Bicycles, tricycles, skateboards, other wheeled vehicles, toys, portable sports equipment, and any other residents’ personal property must be moved to rear yards or indoors no later than dusk each day.

No bicycles, tricycles, skateboards or other wheeled vehicles or toys are to be used on or in any neighbors’ property or Avocet Association common area.

FLAGS & DECORATIONS

United States flags, CA State Flags & MIA/POW Flags

The flying of the United States flag, California State flag, or the federal MIA/POW flag is permitted any day. (Note: Flag protocol dictates that the American flag is not to be flown after dark unless directly illuminated.) All flag poles and flag mountings must be approved, in advance, by the Avocet ARC.

Decorative Flags, Banners, Windsocks, etc.

Only one (1) decorative flag, banner, windsock or other similar brightly colored object may be displayed out side any residence in Avocet. This flag, banner, windsock or similar item must not be visible to public street view. Banners or flags must be mounted on the rear or side of your home depending on your lot location. They must not be seen from the street. All flags,

banners, etc. shall be kept in good condition, not be frayed and/or faded. Flags and banners shall be no larger than 34" x 64". All flag poles & flag mountings must be approved in advance, by the Avocet ARC.

Holiday Flags, Banners, Decorations & Ornamentation

Decorations for all nationally recognized holidays (Eg: Martin Luther King Jr. Day) may be displayed two weeks prior to the day of the holiday through the end of the weekend following the holiday. Decorations for religious holidays (Eg: Christmas) may be displayed 33 days prior to the holiday and for 13 days after the holiday.

SIGNS

Advertising Signs

No contractor or service provider signs are permitted on any property in Avocet. (No advertising signs from landscapers, pool service companies, concrete contractors, etc.)

“Beware of Pet Signs

A “Beware of Pet” placard (sign) is available from the Avocet Homeowners Association office for a fee equal to the cost of the sign. Only one sign is permitted to be placed on the gate leading to your side or rear yard. Guidelines for placement are attached to the placard. No commercial “Beware of Pet” signs or other pet signage is permitted. No “Beware of Pet” signs are permitted on front gates or to be visible from the street.

“For Sale” Signs (Real Estate) - On Your Property

Homeowners are allowed to place for rent or for sale signs on their property which are reasonably located and are of reasonable dimensions and design, and do not effect public safety, including traffic safety, and which advertise the property for sale or lease. This rule should be read in accordance with the other rules regarding placement of signs. For sale signs must be removed immediately upon the close of escrow. For rent signs must be removed immediately upon execution of the rental agreement.

“For Sale” Signs (Real Estate) - In Common Areas.

No “For Sale” or “For Rent” signs are permitted in any Avocet common area including on, or near the Avocet monument corners, fountains, color flower beds, or fences.

“Open House” Signs

An appropriate and reasonable number of open house signs are permitted only on the day of the open house and must be removed by dusk. No open house signs are permitted on, or near, the Avocet monument corners, fountains, color flower beds, or fences.

Perimeter Fencing Signs

No signs of any kind are permitted on or near any perimeter fencing within, or surrounding, the Avocet community.

Security Signs

Security signs shall be no larger than 12” x 12” (one foot square). A maximum of one sign shall be permitted in the front yard and one sign in the back yard. Signs shall be freestanding and not attached to the house or garage.

Sign Height

Signs are not permitted to encroach upon, or to be placed within, site distance corridors. Specifically, signs over 30” high cannot be placed in any location which will impede the visual site lines from any driveway, from cars turning corners, or any other location that reduces the safety for cars or pedestrians.

Miscellaneous Signs / Notices

No inflatable balloon signs, flying signs, or search lights are permitted within Avocet at any time. No signs or notices of any type, with the exception of those listed above, are permitted within Avocet.

HAZARDOUS MATERIALS & ACTIVITIES

Firearms, Fireworks, Weapons

No firearms, weapons, or fireworks of any kind shall be discharged within Avocet. Residents must adhere to all City of Carlsbad firearms regulations.

Fire Suppression

At the original time of Avocet's development of subdivisions, fire suppression zones were determined by the City of Carlsbad. Maps designating fire suppression zones exist for each subdivision which specifies the location of fire suppression zones for each lot. These maps are available at the Avocet Association office. These zones are on the perimeters of most back yards which are located adjacent to open space as well as re-vegetated native open space areas. Typically a portion of the back is included in Fire Zone One domestic landscaping. These fire suppression zones vary from lot to lot. Homeowners are required to comply with the City of Carlsbad Fire Department Guidelines (including STD FPB-05 1 for home improvements such as patios, arbors, balconies, latticework, etc., which are in fire suppression zones), as well as the Urban Wildland Interface zone for Avocet Development Addendum No. 2 standard for landscaping in fire suppression zones. Acceptable trees and shrubs which are allowed in fire suppression zones are included in this standard. Home Improvements and landscaping plans/projects must incorporate fire suppression requirements of the homeowner's lot.

Fires

No open fires shall be lit or permitted within Avocet, except in a contained permanent barbecue unit, portable barbecue unit, fireplace, or outdoor fire pit. It is the homeowner's responsibility to comply with all applicable city codes and to obtain all applicable city permits prior to any construction of a permanent barbecue unit, fireplace, or fire pit. ARC approval is also required prior to construction of any permanent barbecue unit, fireplace, or fire pit. Homeowners are expected to insure that all smoke producing devices do not become a nuisance to their neighbors: Refer to the ARC guidelines for more detailed and specific regulations.

Hazardous Materials

All hazardous materials such as paints, cleaning solutions, petroleum products, etc. must be properly stored inside your residence. No storage of such materials is permitted outside your home. All hazardous materials must be disposed of in a properly configured container designed for the disposal of such materials and in such a manner as designated by the City of Carlsbad Hazardous Waste disposal. (760-639-6118)

PET RULES

Pet Annoyance

Residents shall not keep pets that interfere with, and/or have a reasonable likelihood of interfering with, the rights of other homeowners to the peaceful and quiet enjoyment of their property. No farm animals, fowls, reptiles, insects, or poultry shall be kept by any person within Avocet. Domestic dogs, cats, birds, fish, small reptiles, and other common household pets are permitted in Avocet if they do not constitute a nuisance to other residents.

Pet Clean Up

Homeowners are responsible for the immediate clean up of litter or messes left by pets owned by their family, visitors, guests, and/or tenants in the common areas or on other lots within Avocet. Homeowners must dispose of all messes in a sanitary manner. The Association provides “Doggie Pots” at strategic locations throughout Avocet.

Pet Damage

Homeowners are responsible for all damage to lawns and common areas, (including urination, defecation, digging, etc.) caused by pets owned by their family, visitors, guests and/or tenants.

Pets for Commercial Purposes

No animals of any kind shall be kept, bred or maintained in Avocet for commercial purposes.

Pet Structures

All permanent or portable outdoor pet structures must be approved by ARC prior to construction or installation. (Dog runs, dog houses, bird cages, etc.)

Pet Supervision

Dogs and other pets must be on a leash and under immediate supervision when they are not within their owner's lot or home. Homeowners are expected to clean up any mess left by their pet(s) in all areas of Avocet. Dogs or pets are permitted on the common area trails; however, they must be leashed at all times.

Pets must be controlled so as not to offend other residents by noise or encroachment. Homeowners are responsible for the actions of any animal brought or kept within their lot or home.

Pet Fencing

Homeowners with small pets are permitted to place vinyl coated mesh screening on their perimeter fence to contain their pets. This screening mesh must be approved by the ARC prior to installation.

GENERAL VEHICLE RULES

Garage Doors

Garage doors should remain closed unless homeowner is engaged in yard work, garage work, vehicle maintenance, or any other activity that reasonably require the garage door to remain open. Garage doors are to be closed when there is no active use requiring the door to be open.

Guest Vehicles

Homeowners are responsible for their guests' vehicles and compliance with any and all regulations.

Noise Abatement

Homeowners should exercise discretion during the operation of any vehicle or motorized equipment, which produces excessive noise, to minimize this noise and reduce the impact on their neighbors. No excessively noisy vehicles or equipment are to be operated within Avocet between the hours of 9:00 PM and 8:00AM. (This includes lawnmowers, motorcycles, leaf blowers, motorized trimmers, loud automobiles, etc.)

Non-Street-Legal Vehicles

No off-road or non-street-legal motorized vehicle shall be operated within Avocet. (This includes motorized skateboards, scooters, or similar items.)

Vehicle Maintenance/Repairs

Changing vehicle oil or any automotive fluid is prohibited on any street or property driveway within Avocet. Vehicle repairs of any kind are prohibited outside of any garage, except for minor repairs such as changing a tire, etc.

Vehicle Commercial Advertising Signs

No commercial advertising signage is permitted on any vehicle parked for an extended period of time on any street or driveway within Avocet. Commercial vehicles owned by Avocet residents must be parked inside the homeowner's garage.

Vehicle "For Sale" Signs

No "For Sale" signs are permitted on vehicles parked within Avocet.

Vehicle Leaks

Fluid or oil leaks from vehicles in the street directly in front of your home and/or on your driveway from vehicles owned by homeowners, homeowner families, tenants, or guests must be cleaned up promptly and thoroughly.

VEHICLE PARKING

Commercial/industrial Vehicle Parking

No overnight parking of commercial or industrial vehicles outside of an enclosed garage is permitted within Avocet. (This includes all vehicles displaying company names, logos, or advertising, with or without commercial license plates.)

Driveway Approach Parking

No vehicle parked in the street shall be parked in a manner which blocks a driveway approach to any lot or residence.

Driveway Parking

Vehicles parked within driveways may not block any portion of the sidewalk or extend into the street. It is preferred that all vehicles be parked in the garage; however, if it is not possible then homeowners shall follow the parking standards for Avocet as follows:

Homeowners and/or Residents shall park in their Garage. Homeowners and/or Residents of Lots with a two (2) car garage shall utilize at least one (1) garage parking space for parking of a primary vehicle before they may utilize alternative overflow parking. Homeowners and/or Residents of Lots with a three (3) car garage shall utilize at least two (2) garage parking spaces for parking of primary vehicles before they may utilize alternative overflow parking.

Having exhausted the parking options set forth in section one (1) above, Homeowners and/or Residents shall park additional primary vehicles entirely within the driveway area of the individually owned Lot.

Having exhausted the parking options set forth in sections one (1) and two (2) above,

The Association strongly encourages that all Homeowners follow these parking standards. Any violations may result in a warning and if necessary stronger measures will be taken by the Board of Directors.

Note:

1. Vehicles not used as primary transportation, including, but not limited to, Recreational Vehicles (“RV”), personal water craft, all terrain vehicles (ATV), and any other similar vehicles, are not considered primary vehicles as that term is used above.
2. Nothing in the foregoing rule is intended to, nor shall it be construed to amend, revise, repeal, or in any way alter the restrictions set forth in the Associations governing documents or the governing documents of any sub-association as the same pertain to private streets or roadways within Avocet.
3. In the event there is a conflict between the foregoing Avocet Association rule and any Master Association rule, the more restrictive rule of either the Master Association or Avocet shall control.

Long Term Parking

The long term parking and storage of RV’s and boats is limited to the RV site. Each owner using the RV site will indemnify and hold harmless the Avocet Association, and their respective directors, officers, employees, and representatives from and against any and all damages or injuries to persons or properties arising out of the ownership use and/or storage of an RV within the RV site. Any user of the recreational vehicle storage facilities must agree to all rules and regulations and sign the Use Agreement and Release. Copies of the RV Storage Rules and Regulations Agreement and Release can be obtained from the Avocet Association office.

Short Term Parking

No trailer, camper (including a pickup truck with a camper shell), boat, personal watercraft, RV, or similar vehicle or equipment may be parked, stored, maintained or repaired on any

street, driveway, or parking area within Avocet unless placed or maintained within an enclosed garage.

Street Parking

No homeowner's nor resident's vehicles may be parked on any private or public street for a period in excess of 72 consecutive hours.

Homeowners, their guests, tenants, and visitors are expected to comply with city ordinances which state that all vehicles must be parked facing the correct direction when parked on a public street.

These parking rules benefit all residents of Avocet. They allow for public streets to be cleaned properly as well as facilitating postal and delivery services.

RECREATION VEHICLE STORAGE

Homeowner's or residents wishing to obtain space in the Aviara RV parking lot should contact the Community Director in the Aviara Master Association office. A signed license agreement is required between the AMA and anyone using the RV parking lot.

RESIDENTIAL LANDSCAPING AND ARCHITECTURAL GUIDELINES AND PROCEDURES

GENERAL USE RESTRICTIONS

In addition to the Design Guidelines and Development Standards set forth in the Master Plan, to which all development within the Overall Property must conform, the following use restrictions and covenants shall apply to all portions of the Project:

3.01 Antennae. No wires, antennae, satellite dishes greater than 39 inches in diameter or similar equipment may be placed or maintained on any Lot within the Project,

3.01.1 Cable TV. Installation, operation of cable television equipment, conduit and improvements shall require the prior written consent of the Declarant under the Master Declaration (and if required, the City).

3.02 Children and Guests. Each owner shall be responsible to the Association for the conduct and behavior of guests, and children using, residing with or visiting such owner and/or for any injury or damage to persons or property caused by such quest or children.

3.03 Fires. There shall be no burning fires within the Project except fires contained in fireplaces within individually owned Dwellings or barbecue fires in receptacles adequately designed for such purposes.

3.04 Grading and Drainage. There shall be no interference with the established drainage patterns, over the Properties, unless an adequate alternative provision is made for proper drainage and. is first approved in writing by the Architectural Committee. For the purpose hereof, "established drainage" is defined as the drainage which exists at the time of close of escrow for the first sale of a Lot to an Owner, or that which is shown on any plans approved by the Architectural committee or by the Declarant. No Owner shall alter the elevation or grading on his Lot which exists on the date of the close of escrow for such Lot without the

prior approval of the Architectural Review Committee and in all events in compliance with the Coastal Zone Restrictions.

3.05 No Temporary Structures. Except for such temporary structures or items as may be placed within the Project (i) by Declarant in connection with development, sale or leasing of improvements within the Project or (ii) as may be reasonably required in connection with the construction or reconstruction of a Dwelling or other Regulated Improvement on a single family Lot by an individual Owner pursuant to the approval of the Architectural Control committee, no temporary buildings, trailers or structures shall be placed on any portion of the Project.

3.06 Nuisance. No obnoxious, offensive or illegal activity shall be carried on upon any portion of the •Project nor shall anything be done or placed within the Project which is or may become a nuisance or cause unreasonable disturbance or annoyance to other persons within the Project or creates a risk which is uninsurable or beyond the extended coverage insurance customarily obtained for residential projects.

3.07 Oil and Mineral Operations. No oil drilling, mining or similar activity shall be permitted upon or within any portion of the Project.

3.08 Pets. No animals, insects, livestock, poultry, bees or reptiles of any kind shall be raised, bred, maintained or kept within the Project except that domestic dogs, cats and other household pets may be kept within the Project provided they are not kept, bred, raised or maintained for any commercial purpose and are not in violation of any City ordinance. It shall be the duty and responsibility of each Owner of an animal within the project to clean up after such animal. The owner of any pet within the Protect shall be responsible for any damage or injury caused by such pet. Animals must be either kept within an enclosure or on a leash held by a person capable of controlling the animal.

3.08.1 Private and Public Streets. No Owner of a Lot shall use or permit the use of any Private or Public Street within the Project

in a manner which destroys or damages the streets or streetlights located within or adjacent to such Private or Public Street or in a manner which obstructs or unreasonably interferes with the normal and customary usage and enjoyment of such street. Further, no Owner of a Lot shall cause or permit any vehicle to be operated or parked within any streets within the Project except in accordance with the following rules and regulations:

- A. No vehicle shall be operated in an unsafe manner;
- B. No vehicle shall be parked in a manner which blocks a driveway approach to any Lot or Dwelling Unit; and
- C. •No vehicle shall be parked on such Private or Public Street for a period in excess of 72 consecutive hours.

3.08.2 Private Sewer Easements. No Owner of a Lot shall cause or permit any structure, plant, material, tree, or thing to be placed within the private sewer easements which may damage or interfere with the operation and maintenance of the underground sewer facilities located within such easements.

3.08.3 Storm Drain Easements. No Owner of a Lot shall cause or permit any structure, plant, material, tree or thing to be placed within the storm drainage easements which may damage or interfere with or change the direction which can reasonably be expected to occur within such easements.

3.09 Power Tools. The operation of power tools and other similar equipment within the Project shall be subject to such rules and regulations as the Board of Directors may adopt from time to time including, without limitation, rules with respect to permitted hours for the operation of same.

3.10 Residential. The Project shall be limited to use for residential purposes. Neither an Owners' rental or lease for long term, short term or transient occupancy or Dwelling through the effort of its owner or through the efforts of & rental agent or realtor engaged by such Owner shall constitute a violation of this section.

3.10.1 Roof Appurtenance. All roof appurtenances, including air conditioners, shall be architecturally integrated and concealed from view and the sound buffered from adjacent properties and streets pursuant to the city's Planning Department Policy No. 80—6, to the satisfaction of the City's Directors of Planning and Building and shall conform with the Design Guidelines.

LANDSCAPE GUIDELINES

Plants are not to encroach on walkways or block walkway lighting. Neighboring homeowner's views should be considered in the selection and installation of trees and shrubs.

No landscaping over thirty (30) inches above the street level may be placed or permitted to encroach within designated site distance corridor areas.

Any plant material, lighting, signs, or decorative item may not be attached to any Avocet Association fencing. Irrigation lines must be subterranean except "drip" systems. The irrigation system shall be designed and installed to accommodate different landscape zones (i.e. sun, shade, lawn and shrubs). Sprinklers must be adjusted so as to spray landscaped areas only within homeowner's property and must not encroach on neighboring properties or common areas.

Applications for landscape must include the following plans

A site plan drawn to scale, including all property lines and fences. This includes planters, retaining walls, hardscape, walkways, patios, decks, patio covers, water falls, fireplaces, barbecues, statues, playhouses, awnings, gates, trellis, play structures, pools, spas, saunas, gazebos, fountains, fire pits, dog houses & runs, water slides, etc. with elevations (side views) and construction details. All colors, materials and exact dimensions shall be identified.

A drainage plan including locations of drain inlets and water flow direction.

A lighting plan including location and type of lighting and wattage of bulbs. If no lighting is planned, please indicate.

Landscape Maintenance Standard Rule

A. Landscape & Irrigation:

Lawns, ground cover, flowers, shrubs and any other plantings must be maintained free from weeds and debris. Watering, fertilization and any other necessary care should be applied to adequately maintain healthy plant life. Plants are not to encroach on walkways or block any walkway lights.

Irrigation lines or drip systems shall be installed and operated to compensate for different landscape zones such as sun and shade as well as various types of plantings (Lawns, ground cover, shrubs, trees, drought resistant landscaping etc...) Sprinklers should be installed and adjusted to adequately cover landscape areas.

It is extremely important not to over water landscaping to prevent water damage to plants, homes and destabilizing slopes which may affect neighboring properties.

Instances of serious slope slippage on homeowner property slopes caused by irrigation malfunctions and/or over watering resulting in major damage to homeowner and Avocet common area properties have occurred in Avocet. Extensive efforts and costs are involved to correct, stabilize and return impacted properties and slopes to their original condition and state. Costs to repair, correct, stabilize and return the damaged slope back to its original state including Association common area damage falls on the homeowner responsible for the slope slippage.

Irrigation should be adjusted whenever ground conditions and seasons warrant preventing over saturation of the ground. During

the winter months, irrigation and water usage should be reduced to compensate for shorter days (less sun) and the plants need for moisture as many plants require less moisture and plants go dormant. In addition, when sufficient rain occurs, irrigation should be turned off or significantly reduced as plant(s) moisture needs will be satisfied by natural rainfall. When rain moisture has been consumed, then normal irrigation for the season should be resumed. The Association also uses these guidelines in managing common ground plant(s) health and water needs. The Association makes every effort to take advantage of significant water costs savings by turning off irrigation during and after rainfall.

Minor water overspray of non-landscape areas should be minimized. Irrigation water over spray on Association Fences is prohibited to maintain the Associations fence warranty with the Fence Contractor

Irrigation line installations are to be underground with exception of drip systems which are normally above ground.

Significant unsightly bare ground areas should be appropriately landscaped or mulch covered. There are occasions when bare ground can be an appropriate landscaping theme such as gardening or drought resistant landscaping, Homeowner complaints on significant unsightly bare ground areas will be reviewed on a case by case basis by the ARC, under the direction of the Board of Directors of the Association to determine if these bare ground areas should be or can be eliminated or minimized.

Trees and shrubs should be appropriately maintained and trimmed for the species and may not be allowed to encroach upon adjacent property space including neighbors property, Avocet Association common area, Fire Suppression zones, native and restricted open space areas. Individual homeowner landscaping plantings must be controlled to remain within the homeowner's property or lot.

Fallen fruits, leaves, flowering debris and other plant debris must be removed promptly to prevent the attraction of unwanted rodents, birds and insects. Diseased, unhealthy and spent landscaping must be removed as soon as practical and be replaced with like plants or similar plants which at maturity have similar or less height and circumference as the replaced plant.

Trees and shrubs which at maturity are larger than removed plants require a review by the Architectural Review Committee (ARC) and receive its approval to ensure that desired new large plants are appropriate for the planting area. No ARC review and approval is required for acceptable small shrubs, flowers and other small mature plantings which are removed and replaced with like or similar size plantings.

No landscaping is allowed to be attached to or encroach upon Association maintained fences and walls. All landscaping should be maintained so as to remain no closer than 12 inches from Avocet Association maintained fences and walls. Encroachment of landscaping, attachment of landscaping to fences, irrigation overspray and build up of dirt and landscape material on fence pickets can result in premature failure.

The Fence Contractor is required to make periodic fence inspections to ensure that the above noted fence homeowner maintenance standards are being maintained. Individual homeowners will be advised if problems are discovered during inspections. Homeowners will be expected to correct these problems as soon as possible. If not repaired by the homeowner, the Association will correct at homeowners cost. Water over spray and shrubs/ tree/vines encroachment or attachment onto fences/walls and build up of dirt/landscape material covering fence pickets accelerates the deterioration of paint and fences which leads to a significant reduction in the economic life of paint, fences and walls.

Association approved rabbit guard can be attached to Association fences if so desired by the homeowner. Homeowners will be solely responsible for their cost of the Association

approved rabbit guard and plastic ties. Approved plastic rabbit guard and plastic ties use are absolutely essential in order to aid in maintaining fence warranty and fence life.

Drainage

Appropriate drainage shall be installed so as to be directed to the street, to prevent runoff onto adjacent or common area properties. There should be a minimum slope/drainage of 2% away from the residence and water should be collected in a landscape drainage system. All surface water must have positive drainage away from the residence and be collected in a landscape drainage system. Drain inlets must be located throughout landscape areas including side yards. The ARC is not responsible for installation of proper drainage. This is the sole responsibility of the owner

Site Distance Corridor Areas

1. On the final map or parcel map certain areas are described as “site distance corridor areas”.
2. No structure, fence, wall, tree, shrubs, sign or other object over thirty inches (30”) above the street level may be placed or permitted to encroach within the site distance corridor areas.
3. Each individual homeowner is responsible for proper maintenance of the site distance corridor areas located on their property.

Open Space Deed Restrictions

Avocet is a unique community in which large acreages of natural habitats are preserved as native open space. These scenic areas have been protected and preserved from the impacts of intensified use of the property by way of an Open Space Deed Restriction Agreement between the Avocet developers and the California Coastal Commission on behalf of the State of California. The restriction covers 44 different parcels and totals 248 acres. This agreement is irrevocable, benefits the property, and is attached to the land and is binding to all its assigns or successors. If the homeowner is not sure about these areas, they should call the Avocet Association office for clarification.

The Open Space Deed Restrictions prohibits:

1. Any development within these areas
2. Any alterations of land from within these areas
3. Removal of vegetation from these areas
4. Erection of any structure within these areas structure within these areas
5. The planting of any unapproved (by Coastal Commission) plant materials to these areas
6. The trimming or removal of any trees or shrubs in this area.

NOTE: If a homeowner is experiencing any problems or has any concerns regarding open areas, they should call the Avocet Association office.

ARCHITECTURAL GUIDELINES

REMEMBER: ALL property changes, additions, alterations, improvements, etc. MUST have prior ARC approval.

Air Conditioners

1. Air conditioning units extending from-windows are not permitted.
2. Compressors and equipment shall be screened from public view by fencing or landscaping.
3. If air conditioning was offered as an option and was not installed by the builder at the time of purchase, the new equipment must be located in the same area in which the optional unit would have been installed, unless otherwise approved by the ARC.
4. Air conditioner noise must be buffered from adjacent properties and streets.

Antennas/Satellite Dishes

All radio and television antennas and transmission facilities are prohibited within Avocet. Plans for satellite dishes should be submitted to the ARC. Plans should include the location and size of the satellite dish and must conform to the Guidelines in the Rules & Regulations section of this manual.

Awnings

First story awnings are reviewed on a case by case basis. An awning is a window dressing, which must not exceed six (6)

inches to either side of window and must not be deeper than thirty-six (36) inches. The awning must be properly attached to the home by metal brackets. Awning color and metal hardware color must match the stucco color of the house.

Retractable awnings or patio covers are reviewed on a case by case basis. The retractable awnings or patio cover color and metal hardware color must match the stucco color of the house.

Second story awnings and second story retractable patio covers are prohibited.

Barbecues - Permanent

Permanent barbecues are to be located in the rear or side yards only.

Homeowner application to the ARC must provide the following information on the plan:

1. Dimensions
2. Materials and color
3. Elevation drawings
4. Location of barbecue in relation to the house and property lines. (plan view)
5. Signatures of impacted neighbors if in side yard
6. Homeowner is responsible for complying with City Codes and procuring a barbecue Permit.

Portable/Permanent Play Structures

Play structures require prior ARC approval and must also meet the following conditions:

1. The structure must be placed a minimum of 5 feet away from all trees, fences and walls including the residence.
2. The structure cannot exceed 10 feet x 10 feet in overall width and length.
3. Overall height should not exceed 8 feet from finish grade.
4. The awning canvas **MUST** be hunter green in color.
5. Any portion of structure exceeding fence height or in public view must comply with the homes color palette, must require landscaping screening, and must have all impacted neighbors' notification in writing.

Clotheslines

Clotheslines are not permitted in Avocet.

Fireplaces, Chimneys, Flues & Roofs

The exterior appearance of a fireplace, chimney, flue or roof must match the existing structure. ARC approval is based on consideration of location, height, freestanding, gas or wood-burning.

Any alteration or addition to a builder installed roof must have ARC approval.

Gutters and Downspouts

Gutters and downspouts must be painted to match original trim or stucco color.

Runoff from gutters shall not affect adjacent property, and must be directed to the street.

Lighting - Exterior Walkway and Security Lighting

1. Lights are to be directed onto applicant's property and properly screened to prevent light affecting adjacent property.
2. Proposed fixtures are to be compatible with applicant's house in style and scale.
3. Wattage of lights must be indicated.
4. Indicate location of lights and area to be illuminated.
5. The use of glass block as a lighting element must have prior ARC approval.
6. Other proposed lighting (such as decorative string lights, "party" lights or seasonal lights) which remains in place for more than 45 consecutive days will be considered permanent and must have ARC approval.

Patios and Decks

1. The application for a patio or deck must include the following information:
 - Site plan indicating location of patio or deck in relation to existing house.
 - Listing of materials, colors and finishes.

- Drainage provisions and flow or run- off.
 - Dimensions,
 - Elevation drawings.
 - Impacted neighbors signatures.
 - Lighting / electrical plans.
2. Materials shall be harmonious with applicant's house.
 3. In designing the deck or patio, a minimum of intrusion upon neighbors' privacy should be given every possible consideration.
 4. Adequate drainage must be installed to prevent standing water and runoff onto adjacent properties. Drainage must be directed to the street.
 5. Wooden decks are to be stained and/or sealed to preserve natural color or painted to match existing home or trim color.
 6. Railings are acceptable, providing no patio cover is installed. See "Patio Covers" for details.

Patio Covers & Balconies

1. Patio covers may be freestanding or attached to existing structure.
2. Any portable patio covers that remain in place for more than 30 days are considered permanent and require ARC approval.
3. Obstruction of view and privacy with adjacent properties is to be considered when constructing a patio cover or balcony.
4. Unacceptable construction materials for structures in this section include the following:
 - a. Corrugated plastic.
 - b. Corrugated fiberglass,
 - c. Plastic webbing, split bamboo, reeded or straw-like materials.
 - d. Asphalt.

These materials are not all inclusive. Application to the ARC must include a plan indicating:

1. Location of structure in relation to house.
2. Materials and color.

3. Dimensions.
4. Elevation drawings including overall height.
5. Neighbor notification signatures.
6. Lighting and electrical.

Room Additions & Other Structural Changes

1. Room additions must be compatible in scale, materials and color with the applicant's existing structure.
2. Prefabricated solarium type sunrooms are prohibited.
3. Location of an addition should not unreasonably impair view, sunlight, privacy or natural ventilation to adjacent properties.
4. Pitched roofs must match or be complementary to the existing structure in slope and form
5. New windows and doors are to match and be compatible with existing exterior windows and doors.
6. It is the homeowner's responsibility to investigate whether a Carlsbad city permit is required and obtain any such required permit(s).

Screen Doors and Security Doors

1. Plans and specifications for screen doors and security doors must be submitted to the ARC for approval.
2. All screen doors must be installed within the existing door jamb or a suitable trim provided which matches the existing trim,

Signs

Refer to the section regarding Signs in the Rules and Regulations section of this document

Solar Energy Equipment

Plans shall include roof panels and must conform to the following guidelines:

1. Solar collectors are to be placed flush with and in the same planes as the roof slope. If panels cannot be flush mounted, then supports must be solid and painted to match the house.
2. All plumbing lines **MUST BE CONCEALED**.
3. Collectors must be non-reflective in nature.
4. Tree screening may be required to conceal solar panels from public view.

5. It is the homeowner's responsibility to investigate whether a Carlsbad city permit is required and obtain any such required permit(s).

Swimming Pools, Spas, & Water Features

1. Permanent above ground pools are prohibited.
2. Pool or spa equipment must be located in a place which will least impact neighbors and must be screened from public/neighbor view with plants, fencing or walls.
3. Plumbing lines to pool, spa, fountain or pond must be subterranean or concealed.
4. POOL OR SPA EQUIPMENT NOISE MUST BE BUFFERED FROM ADJACENT PROPERTIES AND STREETS.
5. Applications to the ARC for a pool, spa, fountain & pond, must include a plan indicating the following:
 - a. Location of the pool/spa/fountain/ pond in relation to the existing structure.
 - b. Dimensions of pool/spa/fountain/pond.
 - c. Drainage detail.
 - d. Material for decking.
 - e. Location of equipment and screen (noise and view) detail.
 - f. Neighbors signatures.
 - g. Detail on fencing to surround pool/spa.
 - h. Means of access to the proposed construction.
 - i. Electrical and lighting.
6. It is the homeowner's responsibility to investigate whether a Carlsbad city permit is required and obtain any such required permit(s).

Views

Throughout these Guidelines, the ARC will consider the effect of the proposed improvement on views. Please note that this is only one of many criteria to be considered. Homeowners are not guaranteed the right to an unobstructed view. In order to preserve the character of the neighborhood, view preservation will be a consideration but cannot be guaranteed.

Private Walls and Fences

1. Fence style, materials and finished color are to be compatible with neighborhood and MUST be submitted to the ARC for approval. Chain link & barbed wire are not acceptable as fence material.
2. No walls or fences over thirty inches (30”) high above the ground level may be placed or permitted to encroach within the site distance corridor area and is more fully discussed on page 24.
3. Placement of the fence and support structures may not interfere with adjacent Association sprinkler systems, nor shall fences be constructed over irrigation lines.
4. Structural framing or an unfinished side or a fence varying from existing fence standards shall not be exposed to any public street, sidewalk, walkway, park, recreation area or neighboring lot.
5. Material for side yard fencing will be given special consideration depending on its exposure to the neighborhood.
6. Stepped fencing is permissible to accommodate grade slopes.
7. City code requires fences to surround pool and spa areas, Minimum height requirements are per City codes. If an adjoining neighbor has a pool, the applicant cannot alter fence height by adding planter walls or raising hardscape levels to where the inside of fencing is less than 5 feet, for a distance for 5 feet from adjoining walls and fences.
8. Specific fence requirements:
Wrought Iron:
 - a) Must have painted finish consistent with the Avocet approved color.
 - b) Green plastic mesh affixed with plastic ties maybe applied to the interior side of a fence to restrain small pets and children.
 - c) No vines, plant material, decorative accents, metal items of any kind, or signs may be attached to Avocet Association fencing, nor in any fire suppression zones.Solid Wood Fence - Privacy fence
 - a) Maximum height is 6 feet, but cannot exceed height of existing fencing.
 - b) Consideration should be given to shadowing or view obstruction of adjacent property when utilizing a solid fence.

Acceptable material for fencing and walls:

- 1) Wood.
- 2) Wrought Iron.
- 3) Masonry or stucco, if materials conform to type, quality, color and character of masonry or stucco used on current home or elsewhere in the respective neighborhoods.
- 4) These materials are not all inclusive.

Unacceptable fencing materials are, but are not limited to:

- 1) Aluminum or sheet metal.
- 2) Chicken wire or wire mesh.
- 3) Galvanized or plastic chain link.
- 4) Plastic webbing, reeded or straw-like materials and bamboo.
- 5) Corrugated or flat plastic or fiber glass sheets or panels.
- 6) Rope.
- 7) Miniature type fencing,

Perimeter Iron Fence and Wall Maintenance

Under no circumstances shall any homeowner remove or alter in any way, walls and fences which are the responsibility of the Avocet Association. At no time shall homeowners attach to, affix, or hang any item on or over AMA fences and walls, Homeowners must maintain approximately 12 inches space between their landscaping (trees, shrubs, etc) and any AMA walls or fences for AMA maintenance work space when fences and walls will require repairs/painting by the Association's Fence contractor(s). Space between fence pickets and ground must be maintained at 4 inches. Homeowners are not allowed to build up dirt under pickets or to cover fence pickets or to use the fence as retaining wall for dirt and landscaping cuttings or for any other things.

Homeowners and landscape workers must not allow indiscriminate weed whacking which damage fence posts and fence pickets and will accelerate rusting and deterioration of fences and walls which will reduce fence and wall life significantly. Water sprinklers and irrigation systems must be designed, adjusted and checked periodically to ensure water spray is directed away from fences and walls.

Windows, Window Treatments & Front Doors

1. Modifications to any builder installed windows, garage door windows or front doors must be reviewed and approved in advance by the ARC. Removal and replacement of any builder installed windows, garage door windows or front doors must be reviewed and approved in advance by the ARC, unless the replacement is the identical same manufacturer, model, and color as the one being replaced.
2. Exterior wrought iron bars that are visible from neighboring property or the common areas require ARC approval.
3. No materials may be used to create a mirror or opaque effect visible from the outside of windows, No materials such as sheets, paper or foil are permitted on windows.
4. Any interior window treatment visible from the street must be neutral in color.

IMPORTANT NUMBERS

POLICE / FIRE / PARAMEDICS

EMERGENCY ONLY 9-1-1

Emergency 911

Carlsbad Fire Department (Administrative) 760-931-2141

Carlsbad Police Department (Non-Emergency) 760-931-2197

HOSPITALS

Scripps Hospital (Encinitas) 760-753-6501

San Diego Poison Center 800-876-4766

Tri-City (Oceanside) 760-724-8411

URGENT CARE FACILITIES

North Coast Urgent Care,

477 N El Camino Real, Encinitas 760-943-9111

Doctors Care Medical Center,

2626 El Camino Real, Carlsbad 760-729-2351

Scripps Memorial-Encinitas,

354 Santa Fe Drive, Encinitas 760-633-7685

SCHOOLS

Aviara Oaks Elementary & Middle School 760-434-0686

Carlsbad High School 760-434-1726

Pacific Rim Elementary School 760-929-1770

UTILITIES

Water District (Carlsbad) 760-438-2722

San Diego Gas & Electric 1-800-411-7343

Cable Television Service

(Time Warner Cable)..... 760-707-1000

MISC

Argyle Restaurant

(Golf Course Club House) 760-603-6908

Carlsbad Main Public Library 760-602-2049

Four Seasons Resort Hotel 760-603-6800

Four Seasons Tennis Center 760-603-6904

Four Seasons Golf Pro Shop 760-603-6900

EMERGENCY NUMBERS

(CONTINUED)

CITY OF CARLSBAD

- POISON INFORMATION CENTER(619) 543-6000
or(800) 876-4766
- CARLSBAD FIRE DEPARTMENT(760) 931-2141
- PARAMEDICS.....(760) 931-8500
- CARLSBAD POLICE DEPARTMENT(760) 931-2141
- COMMUNITY ALERT (Crime Prevention)(760) 931-2105
- NOISE ABATEMENT(760) 434-2808
- ANIMAL CONTROL DEPARTMENT.....(760) 438-2312

PROPERTY MANAGEMENT COMPANY

AVOCET

- ASSOCIATION MANAGEMENT GROUP(760) 931-4180
- AFTER HOURS EMERGENCY(760) 931-4180
- FAX.....(760) 931-4188
- EMAIL..... amg@sdamg.net

AVIARA

- AVIARA MASTER ASSOCIATION Phone (760) 431-7874
- 7040 AVENIDA ENCINAS Fax (760) 431-7064
- SUITE B200www.aviamasterassoc.com
- CARLSBAD, CA 92011