

# WEST POINT LOMA OWNERS ASSOCIATION, INC.

PROPERTY ADDRESS:  
4532-4578 WEST POINT LOMA BLVD.  
SAN DIEGO, CALIFORNIA 92107

BOARD @ WPLHOA.ORG  
REPAIRS @ WPLHOA.ORG  
TREASURER @ WPLHOA.ORG

CORRESPONDENCE TO:  
4542 WEST POINT LOMA BLVD.  
SAN DIEGO, CALIFORNIA 92107-1243

## RULES AND GUIDELINES

The following rules and guidelines have been instituted by the homeowners' association ("HOA") at various times to supplement the CC&Rs. They are current as of November 1, 2024.

**WARNING! These Rules and Guidelines are intended to be consistent with the CC&Rs. In the event of an actual conflict between these Rules and the CC&Rs, the CC&Rs are controlling. In the event of an actual conflict among these Rules, you should assume that the most restrictive rule is controlling. If a rule seems ambiguous, or if you have any question about the applicability of a rule to a particular set of circumstances, ask the HOA for an explanation before taking action.**

### ANTS AND INSECT PESTS

The HOA treats the generally-accessible common area for ants and common insect pests on a monthly basis using a licensed pest control firm. The monthly service does not include treatment of the interior or any unit or of any exclusive use common area. *But see TERMITES.*

Harbor Pest Control is at the complex once a month (usually in mid-month). Residents with an ant or insect pest problem should notify the HOA via email early in the month so that Harbor can be alerted and include the area during the next treatment.

Ordinarily, the HOA does not consider spiders to be a pest requiring treatment. Bees and wasps in the common area are dealt with on a case by case basis.

### ANIMAL PESTS

Ordinarily, the unit owner rather than the HOA is responsible for small animal pests (rats, mice, etc.). Medium-sized animals (possums, raccoons, etc.) are dealt with on a case by case basis.

### ARCHITECTURAL AND LANDSCAPING ALTERATIONS

Applications to modify the common area, including but not limited to landscaping and/or exclusive use common areas must be made to the Board. Applications MUST be in writing - NO EXCEPTIONS.

Applications must be submitted well in advance of any planned work. Depending on the timing of HOA Board meetings, it may take several weeks for the HOA to review an application; don't expect a response in 24 hours. The HOA may order the removal of modifications made without advance approval, whether or not such approval might have been granted if advance application had been made.

Use of the ARCHITECTURAL APPROVAL APPLICATION form accompanying these rules and guidelines is

required. Attach as many pages as needed to fully inform the Board about what you want to do.

The HOA discourages modifications that would obviously and substantially detract from the uniform look of the complex. Consult the CC&Rs to determine which interior alterations require HOA approval.

If the HOA grants approval to make modifications, such approval will be in writing, will describe the modifications in detail, and will set forth any restrictions or conditions on approval. Owners are cautioned not to rely on oral statements by any individual board member. Owners are reminded that any change that results in damage to the building or landscaping is the responsibility of the owner making the change, even if the damage was unintentional.

## **BALCONIES AND RAILINGS**

Do not place any item on a balcony, porch, or railing if it could fall into the driveway or walkway in the common area. Do not hang any item on a wall, roof, or eave if it could fall into the driveway or walkway in the common area. Potted plants are a common offender. Potted plants should be placed on cement and/or should have a waterproof saucer underneath. Never put plants directly on any wood surface. See also COMMON AREAS and EXTERIOR WALLS AND SPACES.

## **BICYCLES AND SCOOTERS**

Bicycles and scooters must not be left anywhere in the common area other than in the garage or the parking space assigned to the unit. They must not be left on a sidewalk in the common area, in the landscaping, or under the stairs of rear units. Bicycles must not be chained to lamp posts, fences, or railings.

The HOA will attach a written notice of violation to the offending non-rental bicycle or scooter. The HOA will not be able to provide additional notice unless it is obvious – just by looking at the bicycle or scooter and without the need for further inquiry – with which unit the bicycle or scooter is associated. If not removed within one hour, any lock may be cut, and the bicycle or scooter removed from the complex (e.g., parked on the street).

## **BICYCLES AND SCOOTERS - RENTALS**

Rentals are treated differently than bicycles and scooters that seem likely to be owned by a resident or a resident's guest. Rentals may only be parked in the outdoor parking space or the garage assigned to the unit. They must not be left anywhere else in the common area, particularly the grassy area at the front of the complex. Do not leave them on the sidewalk in front of the complex; park them on the street, as one would do for a car.

The HOA may move improperly parked rental bicycles and scooters out of the complex and onto the street parking area in front of the complex. No notice will be given unless a note is attached to the rental bicycle or scooter listing the unit involved.

## **BOARD MEETINGS**

The HOA Board meets about every six weeks in the evening. The schedule for the year is not set in advance; the interval may be somewhat shorter or longer depending on board member availability and current maintenance projects. The date and time of the next meeting are set at the board meeting and then ordinarily posted on the HOA's website. Contact any Board member for the date, time, and location of the next meeting.

Owners are welcome to attend Board meetings. Note that are legal restrictions on the actions the Board can take in response to issues raised for the first time at a Board meeting.

Historically, the usual in-person meeting location has been the onsite unit of a Board member. More recently, the Board has been meeting via Zoom (or equivalent). Contact the Board via email for Zoom meeting information.

## BOARD ELECTIONS

The three directors serve one-year terms. Elections are normally near the end of the calendar year. Election procedures are contained in an appendix.

## BUILDING PERMITS

The City of San Diego has specific requirements for when a building permit is required. Typically, one may be needed if the cost of the project (including labor and materials) is more than \$1,000, or if the project involves safety issues with utilities (electric and gas). The City's website has detailed information.

HOA approval of a project does not excuse the need for a building permit. Obtaining a City building permit does not excuse the need for HOA approval.

Construction debris (drywall, wood, insulation, toilets, plumbing fixtures, etc.) is never to be deposited in any dumpster. Your contractor should include disposal costs in the bid. The City has specific regulations related to recycling construction materials.

## CC&R VIOLATIONS

In the interest of neighborliness, the HOA asks that you give your neighbors the benefit of the doubt -- they may not be aware that they are violating the CC&Rs. Suspected violations of the CC&Rs should be brought to the offending owner's attention, especially if the problem could be easily remedied.

**WARNING! The foregoing is NOT a one-free-violation provision. It does NOT limit the HOA's ability to act. The HOA retains the sole discretion as to the appropriateness of informal resolution of any CC&R violation. The HOA can take enforcement action without first issuing a warning, unless the CC&Rs, these Rules and Guidelines, or a California statute expressly requires a warning. The HOA will take enforcement action whenever appropriate.**

If you want to report a CC&Rs violation, the HOA Board strongly encourages you to use the COMPLAINT / REPORT CC&R OR RULE VIOLATION form which accompanies these rules and guidelines.

Do not assume that the Board's failure to act on a possible violation signifies approval. Particularly when a complaint is not submitted in writing, the Board may lack sufficient information to take action.

**WARNING! The HOA expects every owner and every tenant to read and be aware of the contents of the CC&Rs and these Rules and Guidelines. Ignorance of the contents of the CC&Rs and these Rules and Guidelines will rarely if ever be considered in mitigation.**

## CHILDREN

For health and safety reasons, children under 5 are never permitted in the spa. Children under 14 are not permitted in the spa without a parent or responsible adult (at least 18) present. Otherwise, children are not prohibited from using the common area under reasonable adult supervision. Parents should keep in mind:

- The paved common area was intended for vehicle traffic. Watch your children so that we do not have an accident.
- The complex was not designed to include a children's play area.
- Landscaped areas are not play areas.
- Toys or bicycles are never to be left in the common area.
- Balls should never be thrown against the side of the building or against any garage door.
- Chalk drawings in the common area are not appropriate.

## **CHIMNEYS**

Depending on the amount of use your fireplace gets, it may need to be cleaned by a chimney sweep to avoid a fire hazard. The cost is an owner responsibility.

## **CHRISTMAS TREES**

Christmas trees must not be disposed of in a dumpster. Christmas trees must not be disposed of in a 64-gallon organic waste barrel; they are too large and would prevent the use of the container for normal organic waste recycling. \$150 fine.

## **COMMON AREAS**

As used in these Rules and Guidelines, "common area" means the entire complex other than the interior portion of each dwelling unit. Common area includes patios (rear units), balconies, porches, decks, entryways, landings, exterior stairs, garages, and all exterior walls, roofs, and floors.

Balconies accessible only from the interior of a unit and the walled area at the rear of the rear units are "exclusive use common area." Note that "exclusive use" does not mean residents are free to do anything they want, it only means other residents do not have a right of access. The HOA always has a right of access for maintenance issues.

"Generally-accessible common area" means those portions of the common area that could be reached by a pedestrian without having to pass through the interior of a unit. It does not include roofs, balconies, and/or the backyard of rear units.

Residents may not store unsightly items on a porch, entryway, balcony. Nothing may be stored on or under any landing or exterior stairs. Bicycles are not to be chained to lamp posts or fences or to be left in the common area.

Do not encroach on the common area.

## **CONSTRUCTION AND BUILDING MATERIALS**

Construction debris and building materials such as drywall, wood, insulation, toilets, plumbing fixtures, etc. are never to be deposited in any dumpster.

## **CONTACT INFORMATION - OWNERS**

By default, the HOA sends "official" notices to one mailing address of record for the unit owner(s). Routine communications (usually maintenance related) are sent via email. Owners may specify how they receive "official" communications (up to two mailing addresses, up to two email addresses, or one mailing address and one email address). To choose something other than the default, notify the HOA in writing or complete and return the fillable

preferred address form.

## **CONTACT INFORMATION - RESIDENTS**

The HOA maintains a list of contact information regarding adult residents of the complex. It includes resident owners, tenants of rental units, and roommates of owner-occupied units. Formal requests to update the information are sent to all owners annually. By law, owners are required to provide contact information. For rental units, the HOA sends formal requests to update the information whenever it becomes apparent that there has been a change in residents. The contact list is typically updated several times a year as new information is received.

The HOA considers the information to be of a private nature. It does not disclose the information to other persons as a matter of course. It does not publish and distribute the list to persons other than board members (or any HOA property manager). Telephone numbers, email addresses, and tenant names have a heightened degree of confidentiality. The names and mailing addresses of owners not so much, as this is typically publicly available information.

The HOA does not consider this information confidential in these contexts: (i) tenant information with respect to the owner and/or property manager of that unit, (ii) owner information of an owner-managed unit with respect to the tenant of that unit, and (iii) unit property manager information for a professionally managed unit with respect to the tenant of that unit.

Be aware that access to contact information collected by the HOA is subject to state law. Some information ordinarily treated as private by the HOA may nonetheless be subject to disclosure in response to a formal written request by an owner. The privacy issues in this section are a description of current HOA practice, but are not intended to create any legal rights in excess of those clearly established under California statutory law.

When the HOA is required by state law or these Rules and Guidelines to give notice to a resident, it will use the contact information on the most recent version of the contact list. Owners and property managers wishing to confirm the accuracy of all information for their unit may contact the HOA via email at any time. Tenants wishing to confirm the accuracy of their own information may contact the HOA via email at any time.

Residents should not assume that the information on the official list is different than the information last supplied to the HOA on the most recent owner information form or provided to the HOA in an email sent to the HOA at an HOA email address ending in @wplhoa.org. Some or all of the HOA directors and officers (or their spouses or family members) live in the complex. As a result, they may acquire contact information as a result of casual interaction from their neighbors. Information informally provided in this manner is not notice to the HOA.

## **DECKS AND GARDENS IN REAR UNITS**

The patio area or garden in rear units is exclusive use common area. Although other residents do not have access or use, it is subject to regulation by the HOA.

Individual owners are responsible for damages (such as water damage and/or flooding) resulting from owner-installed ground level decks and similar improvements in rear units. Owners are cautioned to give serious consideration to drainage when constructing improvements.

Individual owners are responsible for all damages resulting from landscaping in the rear ground level portion of rear units. Owners are cautioned to give serious consideration to the size of any mature planting – the small tree or shrub may get quite large over time.

The current owner is responsible for decks and improvements installed by previous owners of the unit. The original landscaping in the patio area of back units was lawn (grass). Anything more than lawn was added by a

unit owner.

Landscaping must not drop unreasonable amounts of leaves or other detritus in the patio area of adjacent units.

## **DRIVEWAY**

The driveway is to be kept clear. Parking a car in the driveway briefly (generally 15 minutes or less) to wash it or load or unload it is OK. Parking a car in the driveway for any length of time because it's too much trouble to find street parking is never OK.

## **DUES AND LATE CHARGES**

As of November 2024, HOA dues are \$484 per month. Dues will increase to \$532 per month effective January 1, 2025. They are due on the first of each month.

Checks must be made payable to one of the following:

"West Point Loma Owners Association"  
"W. Pt. Loma Owners Assn."  
"WPLHOA"

Checks should be mailed to:

West Point Loma Owners Assn.  
c/o Steve Haynes, Treasurer  
4542 W Point Loma Blvd  
San Diego, CA 92107

The address line referring to the treasurer must be included in the address. There have been problems with mail delivery when it is omitted.

The HOA does not mail monthly bills for dues. Dues coupons (optional use) are available on the HOA's web site.

Checks in payment of HOA dues are ordinarily deposited by means of envelope-free ATMs. Checks must be legible and capable of being scanned by the ATM. The HOA is not responsible for ATM scanning errors. Checks naming a different payee may incur a late charge if they cannot be processed by an envelope-free ATM and/or are returned by the bank.

The numerical amount of the check must be machine readable. Print individual digits distinctly. Do not link digits together. Use zeros in the amount; do not use dashes or Xs.

Your unit number must appear on your check every month.

A late charge applies to dues not received by the fifteenth of the month (\$35 as of November 2024). Mail delays do not excuse late payment. The 15-day grace period should almost always cover mailing time.

If a check is returned for insufficient funds, you will be responsible for any bank charges incurred by the HOA; late charges and interest will accrue until the dues have been paid with good funds.

Checks from bill-paying services can present timing issues. It is not uncommon for the HOA to receive checks as much as seven to ten days after the issue date on the check. The HOA has also received checks before the printed issue date. The bill-paying service should be instructed to print and mail the check no later than the fourth of the month (payment on the first of the month is best).

Mail delays have become a problem. The former USPS standard – first class letter delivery within 3 business days – no longer seems to be consistently applicable. Also, it is not clear that mail is collected from the outgoing mail box every day.

HOA dues may be paid electronically. Note, however, that the HOA does not have the capability of initiating an electronic payment. Contact the Treasurer for the relevant information to wire funds or make an EFT transaction, as this information is not available online.

Electronic payments are completely paperless. If your bank issues a paper check – as do many online bill paying services – it is not an electronic transaction. Checks mailed to US Bank rather than to the HOA will be returned by the bank and a late charge may be imposed.

The HOA is not responsible for bank errors or delays.

Do NOT send post-dated checks! Checks received by the HOA may be deposited in the ordinary course, without regard to the date of the check. For example, a check received on the 27th may be deposited on the 27th if there are several other checks to be deposited, even if it is dated the 1st of the following month. Post-dated checks will be held only when the owner has made advance arrangements with the Treasurer or HOA.

Never tape a dues payment to the Treasurer's door or leave it under the doormat.

## **ELECTRIC VEHICLES (EV) AND CHARGING STATIONS**

Electric and hybrid vehicles (EV) are not prohibited in garages or outdoor parking spaces.

EV batteries must not be charged using the garage power circuits under any circumstances. The garage power circuits in the complex as originally built in or about 1979/1980 are not conducive to charging EV batteries. Even if they were, there is no practical metering capability.

Fine for charging EV batteries - up to \$250 plus an amount reflecting estimated power used. Power used is presumed to be 40 kwh multiplied by the top tier electric rate paid by the HOA, but not less than \$25 per day.

A resident may charge EV batteries in outdoor parking spaces using electric power from that resident's unit and on that resident's personal electric meter. The resident must do so in a safe manner, using well-maintained equipment intended for the purpose, in appropriate weather conditions, and with due regard for the convenience of others. Power cords may extend from inside the unit during charging but must not obstruct the driveway. Generally, power cords must not remain outside the unit when an EV is not being charged. When charging takes place overnight, however, power cords may remain in place until 10:00 a.m. even if active charging finished earlier that morning.

Owners desiring to install an EV charging station must comply with California Civil Code § 4745 in all respects. It is the owner's responsibility when submitting an architectural approval application to clearly and expressly show compliance with statute.

Owners desiring to install an EV-dedicated TOU meter must comply with California Civil Code § 4745.1 in all respects. It is the owner's responsibility when submitting an architectural approval application to clearly and expressly show compliance with statute.

The HOA may, but is not required to, create a specific form for requesting architectural approval of an EV charging. In the absence of such form, the ordinary architectural approval form should be used. Nothing in any form shall constitute a waiver by the HOA of any provision of the statutes.

## **EMAIL**

Please refrain from sending emails concerning HOA matters to the personal email addresses of board members. Use these addresses instead:

board @ wplhoa.org	Goes to all three board members
repairs @ wplhoa.org	Goes to all board members living onsite
spa @ wplhoa.org	Spa-related matters only
treasurer @ wplhoa.org	Financial matters, dues, escrow matters
secretary @ wplhoa.org	Matters concerning minutes and meeting schedules

## **ESCROWS AND UNIT SALES**

The HOA is often asked to provide information and/or documents in connection with an escrow when a unit is sold, when the owner refinances a unit, or when the loan servicer changes.

- The package of typical documents costs up to \$150.00 (paper) or \$75.00 (electronic) to reimburse the HOA for time and photocopying. Extraordinary documents or services cost more.
- Part of the HOA insurance agent's job is to provide proof of insurance. If this is all that is needed, contact the agent directly, not the HOA.
- The HOA does not provide termite inspections for unit sales. Don't wait until the last minute to arrange for an inspection. If termite treatment is needed, it may take several weeks before the work can be done. The HOA is not responsible if your unit falls out of escrow because of this delay.
- Requests for documents should be in writing and sent to the Treasurer. Specify exactly what is needed and when. Don't wait until the last minute. The Treasurer will not drop everything to deal with your escrow.
- The day before escrow is to close is not the time to report long-standing maintenance problems in the common area. Because the HOA typically seeks and reviews several bids, it would be highly unusual if the problems could be fixed that quickly. The HOA is not responsible if your unit falls out of escrow because of this delay.
- The HOA does not prorate monthly dues. Prorations should be handled through escrow. A late charge will be applied if dues are not paid in full on or before the 15th of the month.

## **EXTERIOR WALLS AND SPACES**

Do not attach anything to an exterior wall without advance HOA approval. This includes (i) the roof, (ii) the walls and floors in entryways, porches, and balconies, and (iii) all fences/walls. All exterior walls are either common area and/or are subject to regulation by the HOA. The HOA also regulates exterior spaces, including balconies and the backyards of the rear units. The HOA will rarely approve uses of exterior spaces that are unsightly. The HOA discourages uses of exterior spaces to which other residents of the complex object (particularly with your closest neighbors). Note that the HOA can disapprove your use of an exterior space even if your neighbors do not object, if that use conflicts with the CC&Rs.

## **FHA**

The complex is not certified by the Federal Housing Administration.



## **FINES**

More than one Rule may apply to particular conduct. The HOA may impose whichever fine is highest. If particular conduct violates a Rule and no fine amount is specified, the fine is up to \$150 for each violation.

## **FIRE EXTINGUISHER**

The Fire Department requires that each there be a fire extinguisher in working condition in each unit. The owner is responsible for purchasing and maintaining the extinguisher.

## **FLAGS**

Flags in the common area are allowed only to the extent required by state law. For example, the display of a reasonably sized US flag on national holidays in the front porch/entryway of your own unit is not prohibited.

## **GARAGES**

Each unit is assigned one garage. Garages are intended primarily for the parking of automobiles belonging to residents of the complex. An owner or resident may use a garage for the storage of household goods and other personal items.

Residents should remember that the garages are not insulated, are not heated, have damp walls and/or floors, have minimal air circulation, are not secure against insects and other pests, and are not completely protected from the weather. Under no circumstances will the HOA be liable for damage to personal property stored in any garage.

Each garage has a latch that can be secured with a padlock. The latch may be replaced at the owner's expense with substantially equivalent hardware. Owners may install electric garage door openers at their own expense.

Owners are encouraged to lock their garages. Under no circumstances will the HOA be liable for theft of personal property from any garage.

## **GARAGES - LIMITATIONS ON USE**

Modifications to the walls, ceiling, or floor making any garage unusable for parking are prohibited. Garages must not be used as dwelling space.

Garages may be rented only to other owners or to persons who are residents of the complex. Having non-residents with regular access to the parking area is a security issue. Also, limiting the parking for residents exacerbates the problems caused by the already limited parking in the neighborhood.

Garage doors must be kept closed except when a person is using the garage. Cars must not be parked in any manner that prevents closing the garage door.

Garages must not be used in any manner that unreasonably annoys residents of the units located above the garages (e.g. noise, odors).

- Radios, televisions, audio equipment, and cell phones on speaker must not be used in any garage between 11:30 pm and 6:30 am, unless the sound is played only through headphones or earbuds.
- Amplified live music (e.g. bands) is presumptively unreasonable unless advance approval has been obtained from the HOA.

Garages must not be used for the storage of flammable or hazardous chemicals, such as gasoline. Ordinary and usual household products in small, reasonable quantities are permitted, provided that such products are in their original container. If you wouldn't think it was safe to store the item in your living space, don't store it in your garage.

Each garage is wired for electricity. Because the power flows through the HOA's electric meter rather than that of any individual owner, residents must not use power in a way that would materially increase the HOA's utility bill above base usage levels.

- Acceptable uses: electric garage door openers, the occasional use of home power tools, lights and personal fans inside the garage but only while a person is in the garage.
- Unacceptable uses: refrigerators and freezers (any size), air conditioners, washing machines, clothes dryers, industrial equipment, greenhouse/nursery/hydroponics, cryptomining, bit coin mining. These are examples, not an all-inclusive list.
- Usage in excess of 12 kwh in a week is per se excessive. A 60-watt incandescent lightbulb operated 24 hours a day, 7 days a week would consume slightly less than 11 kwh in a week. An electric space heater operating at 1500 watts would consume 12 kwh in about 8 hours.

Fine for violation of any garage limitation - up to \$250.

The batteries of electric or hybrid cars must not be charged using the garage power circuits under any circumstances. See ELECTRIC VEHICLES (EV) AND CHARGING STATIONS.

## **GARBAGE COLLECTION**

Trash is picked up twice a week (Monday and Thursday as of November 2024). The HOA has two 3-cubic yard dumpsters. One is clearly labeled for "recyclables." The other is for everything else.

Typical household garbage in ordinary quantities is not a problem. Large quantities of trash may overwhelm the dumpster capacity. Break down all boxes. Limit landscape trimmings. No furniture, construction debris, or carpet. Keep the lid on the dumpster closed to avoid odors and pests.

The garbage collectors do not pick up items which are outside the dumpster. If you can't put it in the dumpster, it won't be picked up. Items left in the trash area but not placed in the dumpster will result in a fine.

Up to \$150 fine per item for garbage violations.

## **GARBAGE - RECYCLING DUMPSTER**

Not everything that is theoretically recyclable can be put in the recycling dumpster. In these rules, "recyclables" means only those items of the type that could be recycled through the City of San Diego's weekly curbside household waste collection process. In short, if an item would not be appropriate in one of the blue recycling containers used for municipal garbage collection, it is not appropriate in the recycling dumpster. Recyclables does NOT mean every item that might be recycled under any circumstances.

Waste Management has affixed photos to their recycling dumpster showing what can be recycled by them in San Diego. If the item you want to discard does not clearly match one of those images, do NOT put it in the recycling dumpster.

Do not contaminate the recycling dumpster with food or other non-recyclables. If you do, the dumpster will not be picked up.

The HOA will impose a fine of up to \$500 for putting non-recyclables in the recycling dumpster, in addition to any disposal or other costs incurred by the HOA.

See *also* HAZARDOUS WASTE.

## **GARBAGE - ORGANIC WASTE BARREL**

There is a green 64-gallon barrel for “organic waste.” It is picked up once a week.

“Organic waste” means ONLY those materials considered by the City of San Diego to be recyclable in the local household organic waste program. Compostable bags are not acceptable. Waste Management has labeled the barrel to indicate what can be recycled by them in San Diego. If the item you want to discard is not a clear match, do NOT put it in the organic waste barrel.

Do not contaminate the barrel with items other than organic waste. If you do, the barrel will not be picked up.. The HOA will impose a fine of up to \$500 for putting items other than organic waste in the organic waste barrel, in addition to any disposal or other costs incurred by the HOA.

See *also* HAZARDOUS WASTE.

## **HAZARDOUS WASTE**

“Hazardous waste” means any substance considered to be hazardous by any applicable regulatory authority, including but not limited to city, county, state, or federal. In addition, it means any substance barred from local landfills. It includes, but is not limited to:

- |   |  |
|---|--|
| Used motor oil  | Batteries (even small household batteries)   |
| Pesticides  | Fluorescent light bulbs                      |
| Computers   | Televisions and computer monitors            |
| Smoke detectors (radioactive)                             | Some types of paint, and some types of paint |
| Electronic products containing lead or other heavy metals |  |

If you are in doubt whether a substance or item is hazardous, contact the local authorities for guidance and assistance. Each unit owner is fully responsible for the safe removal and disposal of any hazardous waste generated by that owner, that owner’s tenants, guests of the owner, and/or guests of the tenants. Leaving hazardous waste anywhere in the common area will result in a fine of up to \$500 per item, in addition to any disposal or other costs incurred by the HOA.

## **INSURANCE**

The HOA has fire and casualty insurance on the structures. The HOA does not carry flood insurance. The HOA does not insure personal property belonging to owners or tenants. Owners should obtain their own insurance applicable to upgrades to units (for example, carpet, tile, lighting fixtures, plumbing fixtures, stone counters, cabinetry). Each owner is urged to consult with his or her own insurance agent to insure that he or she has adequate insurance coverage. Each owner of a rental unit is urged to require his or tenants to carry renter’s insurance.

## **LIGHT BULBS**

Porch and balcony light bulbs are the responsibility of the unit owner. All other light bulbs are the responsibility of the HOA. Report burned out bulbs so they can be replaced.

## **LITTERING**

Your neighbors should not have to pick up after you and your guests. Smokers who toss cigarette butts are littering and will be fined. "Littering" includes leaving anything in the common area inconsistent with these Rules & Guidelines. \$150 fine for littering in the common area.

## **LOANS, MORTGAGES, AND FINANCIAL INFORMATION**

Telephone numbers and email addresses can easily be spoofed. To protect the financial privacy of residents and owners and to limit scams, the HOA will rarely if ever provide sensitive financial information to third parties (typically escrows and lenders) unless the HOA has good reason to believe from a source other than the requesting party that a financial transaction is in process. Best practice is to notify the HOA in writing (paper or email) that a request for information should be expected.

If the HOA is aware that a unit is on the market because "for sale" signs have been seen, it can reasonable expect to be contacted by an escrow company or lender. Refinancings do not provide comparable notice to the HOA.

## **MAINTENANCE ACCESS**

The HOA may need access to unit interiors, water heater closets, balconies, patios (rear units), garages, and/or exterior parking spaces for building maintenance or for inspections. Owners and residents must provide access. Up to \$250 fine for failing to provide access upon reasonable notice.

Unlike an apartment complex, the HOA does not have keys to each unit. The HOA understands that being physically present to provide access during the workday can be inconvenient. Residents may temporarily provide a key to an HOA officer or a neighbor. For rental units, being onsite to provide access should be part of the job responsibilities of the unit's property manager.

If you will be gone for an extended period of time (more than 3 business days), it is your responsibility to check with the HOA to see if any projects are in the works that might affect your unit and/or to make arrangements to leave a key.

The HOA tries to schedule access at convenient times, but as a practical matter service providers are typically available during the workday rather than the evening or on weekends. For periodic inspections and multi-unit maintenance projects, the HOA tries to provide advance notice of several days or weeks. For single-unit projects, the HOA will generally give 24 hours notice by email (if residents have supplied an email address) or by posting on the front door of the unit. Frequently the HOA itself has minimal advance notice of when the work will be done.

If residents have previously been notified that a maintenance project or inspection is anticipated to take place sometime during a multi-day period, less than notice by posting of at least 12 hours may be reasonable.

In an emergency, less than 24 hours notice may be reasonable.

When the context requires, maintenance access may include removing all vehicles from parking spaces. It may also include turning off the entrance and/or exit gates to prevent vehicle traffic on the driveway.

Every building in the complex is inspected once a year for termites, usually around September or October. The HOA will typically provide notice by posting at least a week before with a reminder the day before. The HOA allows owners to arrange an inspection on an alternate day, as long as a timely inspection report is transmitted to the HOA. Failure to comply with the complex-wide inspection or to submit an alternative report is considered a denial of maintenance access and results in an up to \$250 fine.

## MAINTENANCE REQUESTS

Report maintenance problems and requests via email to: [repairs@wplhoa.org](mailto:repairs@wplhoa.org). Emergency situations can be dealt with by telephone, but please follow up the telephone call with an email or letter.

Maintenance emails should include:

- Unit number in the subject line  
Always put the unit number in the subject line.
- Name  
Depending on the situation, this will be (i) the name of owner for owner-occupied units, (ii) the name of the tenant AND the name of the owner for owner-managed rentals, or (iii) the name of the tenant AND the name of an individual at the property manager company for professionally managed rentals. Indicate if the HOA's initial point of contact should be anyone other than the person sending the email.
- Telephone number  
Daytime telephone numbers for every person listed in "Name." Supply these even if you think the HOA already has them.
- Email address  
Email addresses for every person listed in "Name" other than the person actually emailing the request. If everyone is CC'ed on the original request, this is sufficient. Supply these even if you think the HOA already has them.
- Description  
Provide a detailed description of the situation. If the problem is inside the unit, or outside the unit but not obvious to someone standing in the driveway or the sidewalk by the street, explain where it is located. Too much detail is better than too little. Don't make the HOA guess what and/or where the problem is. The HOA should not have to phone you just to get the basics.
- Photos  
These can be very helpful. Keep in mind that location and context matter. For example, a single photo showing a 2' by 2' patch of interior wall, ceiling, or stucco could be anywhere.
- Urgency  
Explain any circumstances making the matter urgent. For example, a roof leak in August is not as urgent a problem as a roof leak in January.

Sometimes, it is not clear at the beginning whether a problem is an owner responsibility or a HOA responsibility (plumbing and electrical problems are often difficult to analyze in advance). The HOA may initiate the repair work and bill the owner later if it turns out to be an owner responsibility.

Telling a family member or roommate of an HOA board member or officer is not notice to the HOA.

## MOVING IN AND OUT

Moving vans and commercial trucks are not allowed in the parking area at any time because of the extremely tight turns at the entry and exit gates and the narrow driveway. This includes most U-Haul and similar vehicles. Generally speaking, the vehicle will be too big if it is more than 7.5 feet (90 inches) tall (measured from the ground to the outside top of the cargo area) or if it is more than 20 feet long. If in doubt, check with the HOA first. "Normal" pickup trucks are allowed in the parking area, but cannot block the driveway (i.e., must park in a parking space). If you don't know whether the pickup truck is "normal," then it isn't. The movers can park on the street, then wheel furniture down the ramps at the entry and exit gates. Contact the HOA for information on how to have the gates remain open.

Violation of the no-trucks policy will result in a \$150 fine for the first offense and \$250 for each subsequent offense.

Moving tends to generate a lot of trash. Don't just leave it by the dumpster -- the garbage collectors will just leave it there if it is not in the dumpster. Remember that there is a \$150 fine per item for trash that is not placed in the dumpster.

If moving in, be sure that you give the HOA your name and contact information promptly so that the gate access codes can be updated.

## **OWNER ADDRESS(ES)**

Each unit owner is legally required to keep a mailing address on file with the HOA. It must be updated annually. This is particularly important for non-resident owners. The HOA will use the unit address if no other address has been provided. The HOA accepts no responsibility if mail is not forwarded by the tenant and/or postal service.

Owners may choose to receive official communications from the HOA in several ways: (i) One mailing address; (ii) Two mailing addresses; (iii) One email address; (iv) Two email addresses; or (v) One mailing address and one email address. The default will be the one owner mailing address listed in the most recent Owner Information Form.

## **OWNER MAINTENANCE RESPONSIBILITIES**

In general, each owner is responsible for anything in areas of which that owner has exclusive use (heating, water heater, fireplace, waste disposal, stove, dishwasher, glass, screens, plumbing, cabinets, floor coverings). Because issues can arise regarding responsibility for utilities, the HOA has adopted these specific rules:

### **WATER LINES, PLUMBING, AND SEWER LINES**

The HOA is responsible for repair and maintenance of water lines up to and including the main shutoff valve for each unit. Owner is responsible for repair and maintenance of all water lines, plumbing, and sewer lines downstream from the main water shutoff valve for the unit until the sewer line from that unit joins a sewer line from another unit. If there is a water leak in the unit, the owner is responsible for repairing the plumbing. The owner is responsible for repairing leaks from drains, toilets, and bathtubs.

### **GAS LINES**

Each unit has its own gas meter. The HOA is responsible for repair and maintenance of the gas line up to but not including the gas meter. Owner is responsible for the gas meter and all downstream gas lines.

### **ELECTRICAL**

Each unit has its own electric meter. The HOA is responsible for repair and maintenance of the electrical lines up to but not including the electric meter. Owner is responsible for the electric meter and all downstream power lines. Outdoor lighting and garage fixtures are the responsibility of the HOA (note: garage power does not run through unit meters).

### **TELEPHONE**

Telephone company is responsible for telephone lines up to the utility boxes on each building. Owner is responsible for telephone lines from the utility box onwards.

## **PARKING**

Violation of the parking rules (particularly with regard to trucks) may result in a fine of \$150 for the first offense and \$250 for each subsequent offense.

Street parking is limited, particularly in the evening and on weekends. There are no spaces inside the complex set aside for visitor parking inside the complex. There is nothing the HOA can do to change this. At present, the HOA does not track which vehicles are using garages or parking spaces (for example, through a permit or placard). This means that an owner can let a guest use that owner's parking space. Residents – who know the area and potential parking availability better – might want to consider parking outside the complex so that their visitor can use their parking space inside the complex.

No visitor parking (but an owner can let a guest use the owner's space).

No parking other than in assigned parking spaces. The driveway is to be kept clear. Briefly parking a car in the driveway to wash it or load or unload it is OK, but don't block the driveway or any garage other than your own. Do not leave the car in the driveway unattended for more than 5 minutes.

All vehicles must fit within the marked parking spaces without extending into the driveway or landscaping. Outdoor parking spaces are for automobiles only (cars, pickup trucks, motorcycles). All such vehicles must have current vehicle registration. Inoperable vehicles are not permitted (brief periods while waiting for repairs are OK). Trucks other than pickup trucks are never permitted in the parking area except with the advance approval of the HOA.

RV's, "housecars," boats, and trailers may occupy an outdoor space only under the following conditions: (1) no more than 3 calendar days in succession, (2) no more than 3 calendar days in any 30 day period, (3) the item belongs to the actual occupant of the unit or a close family member (i.e., no use by non-resident owners or renting out spaces), (4) the item fits comfortably into the parking space without extending into the driveway or landscaping. If there is a good reason for a temporary exception to this rule, request a waiver from the HOA in advance.

"Housecar" is defined in the California Vehicle Code. All RVs are housecars regardless of size or length. Many van conversions are housecars. All pickups with permanently attached campers are housecars. Pickups with temporary, removable campers are not housecars.

Outdoor parking spaces have been assigned to specific units. Owners may swap spaces informally or temporarily, but the HOA will not enforce such agreements or referee disputes between owners. The only swaps recognized by the HOA will be ones in writing, signed and dated by all of the unit owners for both units, and submitted to the HOA, which swap spaces either (a) permanently or (b) for a definite period of time (for example, six months).

Outdoor parking spaces are not to be used to store household goods. Non-complying articles may be placed in the dumpster after 24 hours.

From time to time, the HOA may need to restrict parking to accommodate maintenance projects (for example, resurfacing the asphalt, painting, tree trimming, and termite tenting). Vehicles left in parking spaces after reasonable notice of the planned closure may be towed without further notice. Parking violations treated as a failure to provide maintenance access are subject to the higher fine of up to \$250.

## **PARKING - TOWING**

Vehicles not complying with the parking rules may be towed at the owner's expense. Towing is in addition to, not in lieu of, any applicable fine.

If the HOA intends to tow a vehicle, it will provide notice as follows:

- (1) try to contact the resident personally (i.e., knock on the front door of the unit);
- (2) try to contact the resident by telephone (voice);
- (3) try to contact the resident by text message (if, but only if, the resident is known to have a cell telephone and the HOA is willing to use the personal cell number of a board member);
- (4) send an email to the resident.

The HOA will use the contact information on its official contact list.

Historically, the HOA has not kept formal track of what vehicles are associated with each unit, although some

vehicles might be familiar to some board members. If a vehicle is not associated with a specific unit (e.g., it is parked in a numbered parking space) and it is not easily recognized, notice will be limited to a note placed on the vehicle.

There is no required minimum waiting period between the giving of notice and the actual towing. As a courtesy, any notice may indicate that towing may be postponed until a specified amount of time has elapsed.

Towing is not the HOA's preferred method of dealing with parking issues. It is better for everyone if an offending vehicle is moved by its owner rather than being towed. Nonetheless, whether to tow a vehicle in violation of these parking rules in the HOA's discretion. Substantial factors are the impact of the violation (for example, impeding a maintenance project or blocking a driveway), whether the violation was ongoing (for example, lasting more than a day), and/or whether the violation was not isolated (i.e., a pattern of similar violations). Residents may not demand that the HOA tow any vehicle.

## **PETS / ANIMALS LIMITED**

In these Rules and other HOA policies, the term "pet" means an animal that is not a service animal or emotional support animal. The term "animal" includes pets.

Pets and animals are allowed in the complex ONLY to the extent expressly authorized by a written policy adopted by the HOA (see Appendix - Pet / Animal Policy). No visiting pets, not even overnight. See *a/so* Rental Units.

The HOA has adopted the following fine schedule when the HOA determines that a fine rather than immediate legal action is appropriate:

- For the first week (or part thereof) after an unauthorized pet is first reported - \$300 per pet.
- For the second week through ninth weeks - \$100 per pet per week (or part thereof).
- For the tenth and succeeding weeks - \$250 per pet per week (or part thereof).

Fines will continue until the unauthorized pet / animal is removed from the complex AND the owner provides written proof of that fact to the HOA. The fines are in addition to any other legal action the HOA may take; the HOA reserves the right to take immediate legal action without first assessing a fine.

Pets / animals must be registered with the HOA promptly. Fines apply for late registration.

## **PET / ANIMAL BEHAVIOR**

The HOA's Pet / Animal Policy has rules regarding the behavior of pets / animals. Behavior rules apply to service animals and to emotional support animals to the maximum extent permitted by law. Behavior fines for unregistered animals are triple those for registered animals.

The law of nuisance applies to animals. Nothing in these Rules and other HOA policies is intended to authorize a nuisance (e.g., a dog that barks excessively or an animal that generates odors).

## **PROPERTY MANAGER - HOA**

The HOA currently (November 2024) has no Property Manager. Unless and until a Property Manager is retained, references in these Rules and Guidelines to the Property Manager should be understood to refer to members of the HOA Board of Directors.



## **PROPERTY MANAGERS - RENTAL UNITS**

The HOA has adopted specific policies relating to property managers for rental units. *See Appendix - Rentals.*

The HOA is not a rental unit property manager. Items such as lost or misplaced keys, or repairs to the interior of units such as plumbing or appliances, should ordinarily be dealt with by the owner and renter without involving the HOA.

## **RENTALS**

Owners must notify tenants of any matters that might affect the tenants and must insure that tenants comply with the CC&Rs and these Rules and Guidelines.

The HOA strongly recommends that no later than the inception of the tenancy, owners provide their tenants with a current copy of the Rules and Guidelines and get an acknowledgment of receipt signed by every adult tenant.

The HOA strongly recommends that owners make compliance with the Rules and Guidelines an express condition of the lease or rental agreement.

The unit owner is responsible for the actions of the tenants and of the tenants' visitors. Fines generated by tenant activities will be enforced against the unit owner. The unit owner is responsible for the action of the rental unit property manager.

The HOA strongly recommends that owners require tenants to have renter's insurance covering both property damage and liability. The HOA strongly recommends that owners carry insurance intended for landlords; a typical homeowner's insurance policy may provide limited or no coverage for a rental property.

The individual owner is responsible for any and all government fees and licenses. In addition, if any governmental regulation applies to a rental unit but would not apply to an owner-occupied unit, the individual owner is responsible for assuring that the unit complies with the law.

By law, owners must supply the HOA with their tenants' names and contact information. This information must be updated annually. It should be updated immediately whenever the tenants change. The HOA considers an adult roommate who pays to share an owner-occupied unit to be a tenant.

Rentals must be for residential use only. Renting to a business (i.e., no residential use) is not permitted under the CC&Rs.

## **RENTALS - SHORT TERM**

At the time the CC&Rs were drafted several decades ago, short term rentals (e.g., Air BnB) did not exist or were not perceived to be a significant issue. Things have changed. The HOA requires that owners comply with the short term rental regulations adopted by the City of San Diego.

Violations of any provision of these Rules and Guidelines by any short term renters are the responsibility of the owner. Owners should keep in mind that fines may be imposed after the short term renters are gone, so the fine may as a practical matter not be recoverable from them.

## **ROOF**

Stay off the roof. Access is prohibited without advance permission. Permission will be granted as a matter of course for legitimate maintenance reasons (e.g., chimney sweeping by a qualified person) if requested from the

HOA in advance. \$250 fine for violation. The fine will be imposed even if the roof access was in response to a perceived emergency or for maintenance unless you notify the HOA by telephone or email no later than the first business day after roof access. Whether or not permission is granted, the owner is responsible for damage to the roof.

## **SATELLITE DISHES AND ANTENNAS**

Interior satellite dishes (i.e., indoors, but not garages) are permitted without prior notice to or approval of the HOA.

Free-standing exterior (outdoor) satellite dishes in exclusive-use common areas are permitted with prior written notice to the HOA. Free-standing means the dish is not attached to a roof or wall in any way.

All other exterior (outdoor) satellite dishes or antennas may be installed only with advance written notice to and written approval of the HOA. Depending on the timing of HOA Board meetings, it may take several weeks for the HOA to review a request to install a satellite dish; don't expect a response in 24 hours.

See APPENDIX - SATELLITE DISHES.

## **SCREENS**

Screens on sliding glass doors and windows are the responsibility of the unit owner.

## **SECURITY/SCREEN DOORS**

Security doors are not permitted. Screen doors are not prohibited. See APPENDIX - SCREEN DOOR POLICY.

## **SIGNS**

Signs are not permitted in the generally-accessible common area. This includes, but is not limited to, "For Sale" signs, garage sale signs, and political signs. You may post a sign in the window of your unit or on your front door. You may post a sign in your exclusive use common area (inside a balcony or patio, but not on the front porch area). If you put your unit on the market, please let your real estate agent know so that the agent does not inadvertently place a sign in the common area. Signs in the common area may be removed and disposed of without notice.

Religious symbols on doors are allowed to the extent required by state law.

## **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

By law, working smoke detectors and carbon monoxide detectors are required in every unit.

## **SMOKING AND LITTERING**

The HOA has not adopted any rules regarding smoking per se. However, the common area is not an ashtray. Smokers must not litter. \$150 fine for discarding cigarette butts and the like in the common area (including the shrubs and landscaping). At some point, smoking may be considered a nuisance under the CC&Rs.

## **SPA**

The spa may be used between 6:00 am and 11:00 pm, including weekends and holidays. It must not be used at other times. Temporary closures or reductions in spa hours will be posted on the spa gate. Using the spa after 11:00 pm or before 6:00 am or contrary to notices posted on the spa gate will result in a fine.

Be sensitive to noise at all times. Excessive noise will result in a fine.

The spa is shared with other residents and is in a semi-public location. Use of the spa for sexual activity will result in a fine.

Glass is never permitted in the spa enclosure. No wine bottles, beer bottles, or drinking glasses. The HOA and the spa service do not inspect the area on a daily basis. The risk to other residents if a user fails to clean up broken glass is unacceptable. Violation will result in a fine. Note that alcoholic beverages are not banned as long as no glass is involved.

For health reasons, pets are never permitted in the spa enclosure. Violation will result in a fine.

For health and safety reasons, children under 5 are never permitted in the spa. Children under 14 are not permitted in the spa without a parent or responsible adult (at least 18) physically present in the spa enclosure. You cannot supervise from your unit. Unsupervised and/or underage children will be directed to leave the spa immediately and the unit owner will be fined per child and per occurrence.

The health department can close the spa if the spa gate does not securely close and/or lock. Do not leave the gate unlocked or propped open. Violation will result in a fine. Report a malfunctioning spa gate to the HOA immediately.

Replace the spa cover after use.

The fine for spa violations is \$150 unless a different amount is specified. The maximum fine doubles with each additional spa violation in any 12 month period.

Do not adjust the timer or the temperature on the spa; if the temperature is not right, contact the HOA or the HOA. Adjusting any spa setting in the locked enclosure will result in a fine of up to \$250 per occurrence.

Additional rules may be posted on the spa gate to deal with any public health issues, such as Covid-19.

## **STANDING WATER**

Standing water causes wood surfaces to rot. Residents must not do anything that would cause water to pool on decks or balconies. Keep drains clean. Dispose of fallen leaves promptly. Potted plants should be placed on cement and/or should have a saucer underneath. Do not put plants directly on any wood surface. Report drainage problems to the HOA promptly.

## **TELEPHONE ENTRY SYSTEM**

The telephone entry system is not functional. The HOA is exploring systems not requiring the use of a land line.

## **TERMITES**

If you suspect termites, let the HOA know so that an inspection and possible treatment can be arranged. Termite treatment for the original building and common area is an HOA responsibility. Owner additions (such as decks

in back units) are the owner's responsibility. Residents must vacate the premises for a few days if a building needs to be tented. The HOA does not pick up the cost of a motel or hotel.

The HOA schedules a yearly termite inspection, usually in September, October, or November. Owners and residents must make the interior of their units accessible to the termite inspector.

## **TIMERS**

The common area lights and the irrigation system are on electronic timers. A \$250 fine will be imposed on anyone who meddles with the timers on the lighting or irrigation systems. The fine will be imposed even if the timers were adjusted in response to a perceived emergency unless you notify the HOA by telephone or email immediately after making the adjustment. If not paid, the fine will be enforced as a lien on the unit with which that person is involved (i.e., you are responsible for your visitors or tenants).

## **TRUCKS**

Commercial vans and trucks (unless the size of an ordinary automobile or pickup truck) are not permitted in the complex. \$150 fine for first offense, \$250 fine for subsequent offense. The unit owner will be held responsible for the violations of movers and deliverypersons.

## **VA**

The complex is not certified by the federal Department of Veterans Affairs.

## **VISITORS AND RENTERS**

Each unit owner is responsible for the actions of visitors, renters, and renters' visitors.

## **WATER HEATERS**

Water heaters do not last forever. The typical useful life of a gas water heater is 8 to 12 years. Water heaters often leak when they fail. Water leaks into walls can result in substantial damage. Owners and residents must monitor their water heaters for leaks, taking immediate action to shut off the water to the unit if appropriate. If you plan to be away from your unit for more than a couple of days – particularly if your water heater is older – you should turn off the water to your unit. The HOA considers damage resulting from the failure of an owner or resident to discover a water leak promptly to be the owner's responsibility.

## **WEB SITE**

The HOA's web site is [wplhoa.org](http://wplhoa.org).

## **WINDOWS AND SLIDING GLASS DOORS**

The HOA has adopted a fast track procedure for replacement of windows and sliding glass doors. See APPENDIX - FAST-TRACK PROCEDURE FOR SUBSTANTIALLY SIMILAR REPLACEMENT OF WINDOWS AND SLIDING GLASS DOORS.

## **WORKERS, LANDSCAPERS, AND CONTRACTORS**

From time to time, the HOA retains independent contractors to perform repairs and other maintenance. Do not interfere with their work. Questions or concerns with the work should be raised with the HOA only. Do not assume that complaints made to the workers will be passed on to the HOA or to the HOA.