

# Tu Casa Rules & Regulations

Living in a condominium development is different from living in a community of individually owned homes. Sharing and maintaining commonly owned areas with neighbors requires cooperation and compromise as well as respect for others' rights. It is with these values in mind that these Rules and Regulations were adopted.

We, the owners, are all business partners in a California corporation, Tu Casa HOA, Inc. And as such, we agree to abide by all the rules of the corporation. Each person who buys a condo receives and acknowledges these Rules and Regulations as well as the governing documents including the Covenants, Conditions and Restrictions, By-Law and Articles of Incorporation. All homeowners should have a copy of these documents. You are urged to read those documents since they set forth in complete detail the rights, responsibilities, duties, and obligations of each homeowner. Where a homeowner rents or leases his/her unit to others, it is that homeowner's responsibility to acquaint the renter/lessee with the content of those documents. Homeowners are financially responsible, and must pay for any damage to, the common area caused by themselves, their tenants, their guests, their employees, their workers, or their agents.

The By-laws & CC&R's of the Association confer upon the Board powers to manage the affairs of the Association and to establish and to enforce rules. Any questions, concerns, suggestions, as well as violations of these rules should be directed in writing to:

Tu Casa Homeowners' Association  
C/O Property Advantage  
5142 Avenida Encinas  
Carlsbad, CA 92008

Amanda Upchurch 760-585-1719

It is important to recognize that our Association is comprised of all homeowners in Tu Casa, and that members of the Board volunteer their time to serve our community. By working together, our community will remain the desired condominium on Bristol Cove. It is in this spirit that the Board of Directors encourages each owner, tenant and guest to cooperate in making Tu Casa a pleasant place in which to live.

## **1 GENERAL**

Tu Casa common areas shall at all times be used with respect for others and take into consideration the other owners and users of Tu Casa. Excessive noise and other activities, which could bother others, shall be avoided both in the common areas and in individual units. Please be considerate, a condominium is living community. The intent of these Rules and Regulation is to provide the maximum use of the facilities for the benefit of the individual residents and for the benefit of the condominium complex as a whole. Anyone using any facility of Tu Casa must at time of usage, be accompanied by a Tu Casa resident. The Recreation Room can be reserved for the use of private parties on a first come basis.

1.1 Occupant Registration Form. Owners shall submit to the Board of Directors via management a completed Occupant Registration Form available on the Tu Casa Web Site ([tucasahoa.org](http://tucasahoa.org)) or from the management company within 15 days of any change of occupancy. This information is needed in case of an emergency and to provide all occupants with any necessary communications.

1.2 Shutting off the Water. Shutting off the water main for regular maintenance, repairs, or remodeling may only be scheduled on weekdays. The owner shall notify management and post written notice 48 hours in advance at the 10 designated locations. The 10 designated locations are: the main lobby bulletin board, the first-floor doors to the three secondary stairwells, the unit doors of units 1-4 and inside both elevators.

1.3 Hours. The Common Recreational Areas are open from 6 a.m. through 10 p.m. Sunday through Thursday and 6 a.m. through 12 Midnight Friday and Saturday. Quiet hours are 10 p.m. through 8 a.m. Sunday through Thursday and 12 Midnight through 8 a.m. Friday and Saturday. Please respect your neighbors and keep noise at a minimum during Quiet hours. No loud motorcycles, loading and unloading of vehicles, conversations, etc. are allowed during quiet hours.

## **2 RECREATIONAL ACTIVITIES**

All recreational activity is at the sole risk of the participant. All recreational activity should be conducted with due regard for the limited nature of the Tu Casa recreational facilities and the dangers involved.

2.1 There are specific rules for the Fitness Center, which are attached at the end of this document.

## **3 GENERAL COMMON AREAS**

3.1 Common Area Structures and Facilities. It is the responsibility of all to care for and protect all common area structures and facilities from damage.

3.2 Smoking and/or Vaping is not allowed in all Tu Casa Common Areas. (that includes but is not limited to the Pool Area, Club House, Lobby, Stairwells, Walkways, Driveways and Fitness Center and specifically excludes individual units and exclusive use balconies)

3.3 Hallway, Passageway, Common Area Restrictions. Running, skateboarding, skating, bicycling, or other such activities are not permitted.

3.4 Storage. No occupant will store anything on, in, or obstruct the common areas (examples: unit entryways, lobby, stairwells, docks). Shopping carts, trash containers, tools, bicycles, and other personal

equipment will be stored inside the units or garages, not in common areas.

3.5 Plants, Flowers, Pots and Containers. Flowers are not to be picked and containers are not to be moved. There will be no alterations to the common area (except at owners' entryways & decks) such as removing or adding plants or trimming trees without written approval of the Board of Directors. Also see section 9.2B.

3.6 Use of Association Maintenance and Gardening Personnel. Maintenance and gardening personnel contracted by the Tu Casa Board of Directors are permitted to work only in the common areas. They are not allowed to work inside any unit.

3.7 Trash. Household trash only, is to be placed inside the proper Trash receptacles and not left on any common area. If you have a large item needing disposal (furniture, moving materials, appliances, remodeling materials, etc.), then you must make special arrangements to have these items removed from your unit. These are not, at any time to be put in the dumpster itself or left in the dumpster area.

3.8 Elevators. There is to be no horseplay or playing with or in the elevators. Individuals may be barred from elevator use if they improperly play with or abuse the elevators. After pool use, all must dry off before entering the building or elevators.

3.9 Common Area Keys. Each unit has been given 4 (four) keys. For security's sake these keys cannot be duplicated. If keys need to be replaced, contact Tu Casa Board of Directors and/or the management company. There is a \$50 fee for replacement keys (over & above the provided 4 keys). It is important that these keys are not misplaced or get into unauthorized hands.

3.10 Other Restrictions. Throwing balls and other objects, and active play in the Tu Casa driveway areas or near any garage doors or motor

vehicles, can be dangerous and create objectionable noise. There is to be no playing in the flowerbeds, other landscaped areas, or near windows. Balls are not to be thrown or hit against garage doors. Children playing in the garage driveway areas must be under the supervision of an adult at all times and must clean up after their play to restore the area.

#### **4 POOL, SPA, SAUNA, TABLE TENNIS AND SURROUNDING COMMON AREAS.**

These areas were built to provide recreational enjoyment for all residents of Tu Casa at all times. All persons using the pool, spa & other common areas do so at their own risk.

4.1 Excessive Use. The number of guests should be kept at a minimum so that the common area may be enjoyed by the rest of the residents.

4.2 Animals. Animals are not allowed in the pool or pool area at any time.

4.3 Supervising Children. Children under 14 years of age, using the pool, spa, and/or sauna, must be supervised by an adult (18 years of age or older), who is in attendance at all times. Children under the age of 16 years of age cannot use the Recreation Room unless supervised by an adult (18 years of age or older) who is in attendance at all times. Such restrictions are designed to protect the health and safety of children.

4.4 Posted Restrictions. Resident and guests shall comply with posted restrictions.

4.5 Diving. No diving allowed in the pool or spa.

4.6 Pool Activities. No running, pushing or horseplay in the pool or pool area.

4.7 Showers. Shower before entering the pool or spa.

4.8 Glass or china of any kind is prohibited in the pool and spa area.

4.9 Wetsuits. Wetsuits are not allowed in the pool or spa.

4.10 Babies and Diapers. Babies are required to wear appropriate swim attire in the pool & spa. Diapers of any kind are not permitted in the pool, except for the specially designed pool diapers.

4.11 Clean Up. It is the responsibility of all users of the pool and common recreational areas, to maintain cleanliness of the area by depositing their trash in the containers provided. The entire area must be left clean and tidy at the time that the users vacate the area.

4.12 Health Issues. The pool, spa, sauna and surrounding common areas are used at owners' own risk. No one shall enter the pool or spa having an actual or potential infection or communicable disease, while wearing bandages, while having external medication on any part of the body or if they have had diarrhea during the last 14 days. Also, Immuno-compromised individuals or individuals with health concerns need to consult with their doctor before entering the pool, spa or sauna.

4.13 Life Saving Equipment. Emergency and lifesaving equipment are for emergency use only.

4.14 Equipment. Adjustments to pool equipment are to be made only by authorized personnel.

4.15 No lifeguard. There is no lifeguard on duty.

4.16 Furniture. Furniture in the pool area must not be abused. Return the pool furniture to its proper position after use. Any damage caused

will be at the expense of the responsible party. Pool furniture is not to be moved from the area.

4.17 Non-Pool Objects. No objects shall be allowed in the pool or spa that might in any way damage or adversely affect them or their equipment.

4.18 Entering & Leaving Pool Area. Doors to the pool area are to be kept closed at all times. Dry off before entering lobby and elevator when leaving the pool area.

4.19 Proper Use of Sauna. Keep the sauna clean, turn off lights and timer when leaving.

## **5 RECREATION ROOM**

5.1 The Recreation Room is permanently reserved for the Homeowners Association's use on all holidays along with their corresponding weekends.

5.2 Clean Up. All users of the Recreation Room are responsible for maintaining cleanliness of the area and abiding by all governing rules. The entire area must be left clean at the time any users vacate the area and Rec Room doors and windows are to be locked closed. The violator/owner will be responsible for cleaning and repair costs.

5.3 Pool Table. The Pool table is not to be used for food service or other use without proper protective coverings.

5.4 Animals. Animals are not allowed in the Recreation Room.

5.5 Furniture. Furniture in the Recreation Room must not be abused. Return the furniture to its proper position after use. Any damage caused will be at the expense of the responsible party. The furniture is not to be moved from the area.

5.6 Reservations. The Recreation Room can be reserved for the use of private parties on a first come basis. Posting notice on the calendar located on the lobby bulletin board makes reservations for the Recreation Room. Such notice should include the name, unit number and time reserved on the date being reserved.

## **6 PARKING AREAS / GARAGES**

6.1 No Parking in East Garage Area. Parking is not permitted in the East garage area, except for immediate loading and unloading only. Improperly parked or abandoned vehicles will be towed according to California Vehicle Code 22658.

6.2 Contractors are allowed to park in East garage area only when necessary to perform the contracted work and only if they post clearly visible on their windshield a sign stating the unit number they are working in and the cell number to call to be able to immediately reach someone that can move the vehicle if they are impeding access to other tenants' garages.

6.3 Boats, Trailers, RV's and Oversized Vehicles. Boats, Trailers, RV's and Vehicles over 1 ton cannot be parked in the North parking lot.

6.4 Automobile Maintenance. No automobile maintenance work is allowed in the common areas.

6.5 Clean Up. It is the vehicle owner's responsibility to promptly clean up any vehicle spills or drips.

6.6 Garage Use. Garages must be maintained in a manner that allows for the parking of one vehicle.

6.7 Lights must be turned off when exiting and garage doors are to be closed when not in use.



6.8 Parking Permits for North Parking Area. Each unit will be issued one (1) Tu Casa Parking Permit.

6.9 Permit Parking in North Parking Area. All vehicles parked in the marked permit spaces in the North driveway, must display a Tu Casa Parking Permit, to be hung from the rear-view mirror of the vehicle and visible from the exterior of the vehicle. Any vehicle parked in the marked parking spaces, not displaying a Tu Casa Parking Permit, will be subject to a fine and/or towing at the owner's expense. Parking in front of garages in North Parking Area is permitted for the Garage Unit's tenant/owner only and does not require a parking permit.

6.10 No Long-term Parking. No vehicle may be parked in the marked parking spaces for longer than 7 days. All vehicles parked for longer than 7 days will be subject to a fine and/or towing at the owner's expense, unless specifically approved in advance by management.

Please note, there is a form on Property Advantages' Homeowner Portal to be used if you are going to be out of town for over 7 days (but under 15) to be able to request management approval to leave your vehicle in the north lot for a maximum of 14 days. To submit this request, you must park at least one car in your garage, you must not have anyone available to move your car during your absence and you must confirm you received approval from management by placing the management authorization form on your dashboard or front window, so both the authorization form and your Red Tu Casa Parking tag are visible from outside your car.

6.11 Vehicles parked in North Parking Area which are not currently registered with a state department of motor vehicles may be towed away at the owners' expense.

6.12 Any vehicle not following Tu Casa Rule & Regs in North Parking Area are subject to Towing at Owners expense.

## **7 BOAT DOCKS**

7.1 General. The boat docks are for the benefit of all Tu Casa residents, with their primary use being for moorage and recreational use of "permissible boats". Subject to this primary boat moorage purpose, all Tu Casa residents and their tenants and guests may use the docks for fishing, general enjoyment, etc. The term "permissible boat" in these Rules means a functional boat, personal water craft, kayak, paddle boat, canoe, or other water craft which is appropriate for use on Aqua Hedionda Lagoon and/or Bristol Cove and is appropriately permitted by Bristol Cove Property Owners Association.

7.2 Conditions and Restrictions. Use of the docks is conditioned upon compliance with all applicable laws, rules and regulations governing their usage, including those of Tu Casa Homeowners Association, Bristol Cove Property Owner's Association and all applicable laws.

7.2-A The docks are not a play area. Running, roller-skating, skateboarding, etc. is not permitted on the docks.

7.2-B No one is to enter or use any watercraft at the docks without its owner's permission.

7.2-C Except as specifically permitted by these Rules, at no time is any item to be left or stored on the docks. They must be kept clear at all times.

7.2-D Hoses must be removed from the docks when not in use unless neatly stowed or put in an appropriate enclosure.

7.2-E All boats, personal water crafts, kayaks, paddle boards, paddle boats, canoes, boat lifts, other water crafts or any other items placed on / or attached to the docks shall be properly maintained at all times.

7.3 Moorage. Boats and other watercraft are to be securely and properly tied at all times. Any damage resulting from improper tying of

watercraft or usage of docks will be assessed to the watercraft owner and/or the owner authorizing such use of the docks. Watercrafts are to be tied in a manner so as not to obstruct ordinary passage through the Bristol Cove channel by another watercraft.

7.4 Attachments to Docks. Prior to attachment of anything to the docks (boat lifts, racks for canoes, kayaks, etc.) or placing a boat lift or anything else in a slip other than a permissible boat, a Dock Attachment Permit is to be obtained from the Board. Applications for such Permits may be found on the Tu Casa Web Site ([tucasahoa.org](http://tucasahoa.org)) or from the management company. Applications must be submitted to the management company for Board approval.

7.4-A Applications for Permits shall be made on such form as is prescribed by the Board of Directors. The Application is to include all details as to what is to be attached and where and how that attachment is to be made, along with a detailed map to the extent appropriate for the Board of Directors to be able to determine the location and/or plans for the attachment. As, and to such extent as approval is required by the Bristol Cove Association, (1) the application is to also be presented to them for approval after its approval by the Tu Casa Board, and (2) the approval by the Tu Casa Board shall be conditional upon approval by the Bristol Cove Association

7.4-B Attachments Permits may only be issued (1) for boat lifts or other items which are appropriate for use on docks, (2) for items to be placed at the applicant's slip or open use areas of the docks, and (3) the item to be attached will not interfere with anyone else's slip or any other permitted attachment unless the written consent of the owner of such other attachment or slip has been obtained.

7.4-C The outermost south facing dock area is to be free from obstructions to provide for immediate loading and unloading of passengers and gear from the lagoon as well as to maintain an

unobstructed view for the benefit of all residents. No boat lifts, racks or other permanent use permits are to be authorized in this area.

7.4-D Permits shall be granted in the reasonable discretion of the Board of Directors and may be on such conditions, as the Board of Directors deems appropriate, including the imposition of appropriate fees and time limitations.

7.4-E The Board of Directors shall maintain a map posted on Lobby Bulletin Board and the Association web-site ([tucasahoa.org](http://tucasahoa.org)) indicating all approved attachments to the docks. All such attachment rights (1) are personal to the Unit owner, (2) do pass to a buyer or other transferee from a Unit owner, and (3) are terminable by the Board of Directors at any time on reasonable notice and an opportunity for a hearing.

7.4-F The Board of Directors shall take appropriate action to cause to be removed any attachment to the docks which is there other than by virtue of either (1) a currently valid Permit issued by the Board of Directors or (2) other action of the Board of Directors. Attachments placed with the consent of adjacent owners shall be removed upon the termination or withdrawal of the adjacent owner's consent. On termination of or revocation of adjacent owner's consent, the Board may but is not required to compel removal of attachments which is the primary responsibility of the adjacent owner. If the Board compels removal all expenses incurred by Tu Casa incident to such actions, including legal fees, if any, shall be a charge and Special Individual Assessment to such owner per Article 4 of the CC&R's.

7.4-G All Permits shall be subject to compliance with all Tu Casa Rules and Regulations and CC&Rs, including timely payment of all fees, and Rules of the Bristol Cove Association, and all applicable laws and regulations related to usage of the docks, Bristol Cove, the Bristol Cove launch ramp, or Aqua Hedionda Lagoon and are subject to termination for any violation of them. All Permits are also subject to termination or modification by the Board of Directors for other good cause (such as

lack of maintenance, improper use, inappropriate location, etc.). Terminations and modifications of Permits may be effective immediately, if necessary, as determined by the Board of Directors in its reasonable discretion, or, following an appropriate hearing at which the holder of the Permit is given an opportunity to be heard, at such time as is set forth in the Notice of such termination from the Board of Directors.

74-H All attachments, including boat lifts, must be removed from the docks not later than the effective date of termination of the Dock Attachment Permit. Upon removal of an attachment, the docks must be returned to their original condition.

74-I Any attachment to the docks placed there by a Tu Casa owner or his/her tenant, guest or agent without an Attachment Permit shall be removed by such owner. If any Tu Casa owner has not moved or removed an attachment to the docks as required by any Notice from the Board of Directors to do so, the Board of Directors may cause it to be so moved or removed. All expenses incurred by Tu Casa incident to such actions, including legal fees, if any, shall be a charge and Special Individual Assessment to such owner per Article 4 of the CC&R's.

7.5 Assigned Boat Slips. Specific boat tie locations at the Tu Casa docks ("slips") are assigned to specific owners for their primary right of use. Each owner of a slip is entitled to use the slip exclusively, but when any slip is not in use by its owner, any other Tu Casa resident may use it. However, as a condition of such use, such other resident shall (1) put in a clearly visible place on his or vessel the name and currently accessible phone number of such the person placing the vessel in the slip, (2) attempt to contact the assignee of such slip by phone and/or E-Mail and/or regular mail and (3) notify Tu Casa's manager of such use and of how such user can be quickly reached in order that anything placed in such slip by such user can be promptly moved if the assignee of such slip desires to use it. A monthly fee shall be charged to all units with slip assignments. It shall be billed and collected as an assessment to the

owner of the unit to which the slip is assigned. The amount of this fee is to be based on an equitable allocation of the costs of maintenance and repair of the docks as between unit owners who do and who do not have assigned slips and is subject to change by the Tu Casa Board at any time.

## **8 PETS**

Animals are not allowed except as follows:

8.1 Fish in aquariums of reasonable sizes and numbers as determined by the Board;

8.2 Not more than a total of two (2) dogs or cats are permitted in any one unit; and

8.3 Such other animals as may be specifically approved in advance by the Board of Directors.

8.4 All allowed animals must be kept in accordance with following conditions:

8.4-A Whenever outside of a unit, they must be under personal control at all times – on a leash or contained in a cage or bowl;

8.4-B Animals must not be allowed to urinate or defecate on plants, ground cover, shrubs, etc. of Tu Casa properties and any defecation on the common area by any animal must be immediately removed and disposed of, and

8.4-C Pets are not to disturb the peace and quiet of the complex.

8.5 Owners of Tu Casa units are responsible and liable for any personal injury or property damage caused by their pets or the pets of their tenants and/or guests.

## **9 UNITS**

9.1 Exterior Physical Changes. Changes may not be made to any portion of the common areas, nor anything attached thereto, including the roofs and exterior surfaces of the windows, exterior walls, and railings, of any unit without the prior written consent of the Tu Casa Board of Directors. If necessary, it will be the responsibility of the homeowner to submit the request to the Bristol Cove Property Owner's Association.

9.2 Balcony Restrictions.

9.2-A Hanging or draping articles of clothing, towels, laundry, rugs, etc., or any unsightly object from windows, railings, balconies, or patio walls is not permitted. No awning, screens, roll-up blinds or other devices shall be constructed on, or attached to building exteriors or patios, unless approved in writing by the Bristol Cove Property Owner's Association and/or Tu Casa's Board of Directors

9.2-B All plants must have water saucers beneath them and need lifts and all other items on the decking (furniture, etc.) must be maintained in a manner which does not cause damage to the decking system. If a homeowner damages this system, thereby leading to premature failure and leakage, then the homeowner will be financially responsible for the repairs.

9.2-C Washing down the balcony with water is not allowed.

9.2-D Plexiglas and/or netting can be installed and attached to the balcony railings under these guidelines only: Plexiglas and/or netting must be attached to the inside of the balcony railing, fully within the railing boundaries, if any framework is used, then it must be of the same

color as the railing, and the unit owner abiding by R&R 9. 1, if necessary.

9.2E. No gas grills, propane or open flame BBQs of any kind are allowed on exclusive use balconies. Only electric BBQs are permitted on exclusive use balconies within the HOA complex.

9.3 Signs and Name Plates. No sign of any nature, including real estate signs, shall be displayed for public view on or from any unit, except as provided under the guidelines of California Civil Codes without prior written consent of the Tu Casa Board of Directors. Name signs or nameplates outside the unit are not permitted.

9.4 Interior Improvements/Changes: Prior to making improvements or changes to the interior of a unit, which necessitates structural construction, an architectural request form along with a fee of \$250 must be submitted to the Board of Directors. Examples of structural interior improvements include, but are not limited to, removing or relocating walls, adding rooms, adding or moving plumbing, electrical rewiring, HVAC changes, gas lines and any other significant improvements, which may impact the safety or structural integrity of the unit or building. Necessary permits must be obtained from all appropriate agencies (for example, but not limited to: City of Carlsbad and BCPOA) with copies provided to the Board of Directors. In addition to these permits, copies of all plans and any other pertinent information must be submitted to the Board of Directors prior to the start of construction for approval. No construction can commence until the Board grants approval. The homeowner, within 30 days that the "final" is given, must also give the Board a copy of the "signed off permits" and any and all "final" paperwork. Owners and residents will be held responsible for workers maintaining a neat job site and assure that building materials are disposed of properly (not in the common trash dumpster) and debris removed in a timely fashion. Noise and inconveniences are to be minimized, coordinated, and disclosed to affected residences and limited to Monday - Friday 8am - 5pm. No



remodeling worker parking is allowed in the north or south parking lots. Loading or unloading is permitted only when vehicles are attended. If these improvements or changes cause any damage to the common area or to another unit, then the unit owner is financially responsible for this damage. Fines may be imposed for violations of any of these rules.

9.5 Remodeling Policy. Minor remodel projects confined to the interior of a unit, such as Interior painting, cabinetry, counters, wallpapering, lighting fixtures, interior trim work and plumbing fixture replacements, like for like interior flooring replacement and other minor work being done, which do not require permits and do not impact the structural or health and safety aspects of the unit or neighboring units, do not require a remodel fee or architectural request form. Owners and residents will however be held responsible for maintaining a neat job site, assure that building materials are disposed of properly (not in the common trash dumpster) and that construction debris is removed in a timely fashion. Noise and inconveniences are to be minimized, coordinated, and disclosed to affected residences when possible and limited to Monday - Friday 8am - 5pm. No remodeling worker parking is allowed in the north or south parking lots. Loading or unloading is permitted only when vehicles are attended. If these improvements or changes cause any damage to the common area or to another unit, then the unit owner is financially responsible for this damage. Fines may be imposed for violations of any of these rules.

## **10 RENTALS**

All tenants are bound by these rules. Owners who lease or rent their unit release use of all facilities (pool, spa, sauna, boat docs, rec room, etc.) to the tenant. Nevertheless, such owners continue to be responsible for the actions of their tenants.

Owners must register with the Association the names and contact information for all tenants upon renting or leasing their unit. An official tenant registration form is to be filled out and submitted to the management company within 10 days of tenant occupancy.

## **11 MOVE IN MOVE OUT POLICY**

Management will automatically assess to the unit owner a \$250 fee for each Move In / Move Out event. This fee helps to offset extra building wear and tear from each Move In and Move Out event. Additionally, all unit owners are fully and financially responsible for damages caused to the Common Areas incident to moving in and out of Tu Casa. This includes being fully responsible for moving in and moving out damages caused by unit owners' tenants. The Board of Directors are responsible to let Management know when a homeowner or tenant moves in or moves out.

## **12 EMERGENCIES: HIRING OUTSIDE CONTRACTORS & APPROPRIATE CONTACT INFORMATION**

**Personal Units.** As provided in CC&R Article 10 and the corresponding Exhibit E Maintenance Matrix, unit owners are responsible for regular maintenance of their own units and of their exclusive use areas of the Common Area. Owners are to contact their own plumber, electrician, or other maintenance contractor when experiencing a leak or wiring problem specific to that owner's unit. If an owner believes that damage in his/her unit is caused by lack of maintenance or other activity by the owner of a different unit, this is a private problem between such owners, and the Association will not be involved.

**Common Areas.** As to problems or emergencies arising on Tu Casa Common Areas, the management company is to be contacted. They are available to handle all such problems. If they cannot be contacted to handle the situation in a timely manner, a member of the Tu Casa Board of Directors should be contacted.

If the situation cannot be dealt with as provided above, emergency contractors on the Association's approved list should be contacted to deal with the situation. Owners who hire work to be done without first following the above procedures will be financially responsible for the entire bill. If the problem is determined to be an Association responsibility, the owner is to submit detailed, paid invoices to the Board of Directors for possible reimbursement.

## **13 MULTIPLE OWNERSHIP ISSUES**

Owners need to be aware of units below or above or adjacent to theirs and/or

adjacent Common Areas and whether a problem in his/her unit may impact adjacent owners' units or the Common Area. Damages caused to others' units or to the Common Area by virtue of an owner's failure to properly deal with a problem in his/her unit will be the responsibility of the owner of the unit where the problem occurred. The Association similarly will continue to be responsible for damages to units resulting from problems occurring in the Common Area.

## **14 REMODELING POLICY**

The Association requires a \$250 fee when a unit is being remodeled. The unit owner(s) are responsible to clean up all debris from the common area during any remodel.

## **15 FINE SCHEDULE**

In addition to the other governing documents for the Association, the Board of Directors shall from time to time publish a schedule of fines which will indicate the fine amounts for violations of all governing documents as well as how fines may be applied to owners.

### **TU CASA HOMEOWNER'S ASSOCIATION - FINE SCHEDULE**

Tu Casa Homeowners Association (the "Association") has the right to enforce the Association's Governing Documents pursuant to the CC&R's. This right includes requesting the violator to cease the offending action, suspending the owner's membership rights, specially assessing the owner, fining the violator, and taking legal action against the violator. Once the Board of Directors is aware of a violation, the Board will investigate the allegation and may take appropriate action against the owner. However, nothing in this section obligates or requires the Board of Directors or its authorized committee to take any action against an individual resident. Individual owners also have the right to enforce the governing documents on their own.

**A. Due Process** Prior to the imposition of any fine or individual reimbursement assessment, the homeowner shall be given notice and an opportunity to appear in person or in writing before the Board of

Directors or appropriate committee. Due process will be conducted in a manner consistent with Civil Code 1363 such that 10 days' notice will be given of any hearing and with 15 days after the hearing the owner will be notified in writing of the outcome.

**B. Enforcement Guidelines** Generally, absent special circumstances, the Association will adhere to the following discipline and fine protocol for violations of the governing documents:

1. Warning Notice: Warning letter and request to correct violation within a reasonable amount of time as determined by the Board or its committee.

11. Fine/Hearing Notice: The Fine/Hearing Notice will be sent setting forth the violation and requesting immediate remedial action. Also, the Fine/Hearing Notice will establish a fine amount and set a hearing regarding the fine. In addition to the fine, the Association may also assess attorney's fees and costs, if any, associated with the enforcement action.

Ill. Note: For subsequent violations (2nd, 3rd etc.) of the same type as prior violations, no Warning Notice will be sent to the Owner in violation. Instead, the Association will immediately send a Fine/Hearing Notice establishing a fine amount and setting a hearing regarding the violations and fine amount at least ten (10) days from the date appearing on the Fine/Hearing Notice. For subsequent violations of the same type, the Board may assess fines pursuant to the schedules establish for second and third violations.

The following fine schedule shall apply to all violations:

1st Violation: \$10 - \$50 for initial violation

2nd Violation: \$10 - \$100 for separate violation

3rd Violation: \$10 - \$250 for separate violation

NOTE: The Association reserves the right to make any of the above fines a continuing fine which will be assessed monthly to your account until

the violation is removed. Additional hearings are not required for the levying of ongoing fines.