

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, ByLaw 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 Bylaws & 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 Homeowner's Association
C/O Lindsay Management
6126 Innovation Way
Carlsbad, CA 92009

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 community living. 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 or a member of such resident's immediate family. 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 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 a Tuesday, Wednesday, or Thursday. 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 8 a.m. through 10 p.m. Sunday through Thursday and 8 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.

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

3.3 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.

3.4 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 (such as removing or adding plants or trimming trees) without written approval of the Board of Directors.

3.5 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.

3.6 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.

3.7 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.

3.8 Common Area Keys. Each unit has been given 2 (two) 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. It is important that these keys are not misplaced or get into unauthorized hands.

3.9 Other Restrictions. Throwing balls and other objects, and active play in the east driveway or near any garage doors or motor vehicles, is dangerous, creates objectionable noise, and is not allowed. 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 or any portion of the building and it's walls.

4 POOL, JACUZZI, SAUNA, TABLE TENNIS AND SURROUNDING COMMON AREAS.

These areas were built to provide recreational enjoyment for all residents of Tu Casa. For this reason, only the Recreation Room can be reserved for the use of private parties, and only on a first come basis.

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, Jacuzzi, and/or sauna, must be supervised by an adult (18 years of age), who is in attendance at all times. Children under the age of 16 years of age can not use the Recreation Room unless supervised by an adult (18 years of age) 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 Jacuzzi.

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

4.7 Showers. Shower before entering the pool or Jacuzzi

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

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

4.10 Babies and Diapers. Babies are required to wear appropriate swim attire in the pool. 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: No one shall enter the pool or Jacuzzi having an actual or potential infection or communicable disease, while wearing bandages, or while having external medication on any part of the body.

4.13 Life Saving Equipment. Emergency and life saving 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. All persons using the pool and Jacuzzi do so at their own risk.

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 Jacuzzi that might in any way damage or adversely affect them or their equipment.

4.18 Entering Building Elevators. When leaving pool area, you must dry off before entering the lobby or elevator. Doors to the recreational area must be kept closed at all times.

4.19 Proper Use of Sauna. Keep the sauna clean; turn off lights and timer when leaving, Pour fresh water only (not chlorinated pool water) in the receptacle, not on the rocks.

5 RECREATION ROOM

5.1 The Recreation Room is permanently reserved for the Homeowners Association's use on the following holidays along with their corresponding weekend: Memorial Day, July 4th, and Labor Day.

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, with the doors and windows of the Recreation Room and adjoining bathroom doors locked. 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 any other nonpool 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. 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, loading and unloading only. Improperly parked or abandoned vehicles will be towed according to California Vehicle Code 22658.2.

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

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

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

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

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

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

6.8 Permit Parking in North Parking Area. All vehicles parked in the marked 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.

6.9 No Long-term Parking. No vehicle may be parked in the marked parking spaces for longer than 72 hours (3 days). All vehicles parked for longer than 72 hours (3 days) will be subject to a fine and/or towing at the owner's expense.

The Association's authorized towing company is permitted to randomly patrol the parking lot to verify parking permit program is being followed and permits are being utilized. It will also be randomly patrolling for fire hydrant or fire lane violations.

If you would like to report a violation of the parking permit program, you can contact the designated towing company at the phone number posted.

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 licensed and/or permitted by the State of California, the City of Carlsbad, and 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.

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

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

7.2C. 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.

7.2D. Hoses must be removed from the docks when not in use or in an approved enclosure.

7.2-E All boats, personal water crafts, kayaks, paddle boards, paddle boats, canoes, boat lifts, other water craft, 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 other 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 or from the management company. Applications must be submitted to the management company for Board approval.

7.4A. 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 any one 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. 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-D. The Board of Directors shall maintain a map 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.

7.4E. 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-F. 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.

7.4G. 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.

7.4H. 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. A map of such assigned boat slip locations shall be maintained by Tu Casa's manager and posted on the bulletin board of Tu Casa's main lobby. 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 her 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 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 the following conditions:

- 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;
- 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 areas by any animal must be immediately removed and disposed of; and
- 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, rollup 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 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.

9.3-D Plexiglas can be installed and attached to the balcony railings under these guidelines only: Plexiglas 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.

9.3 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 Changes. If improvements or changes are done to the interior of the unit which necessitates structural construction, then all necessary permits must be obtained from all appropriate agencies, City of Carlsbad, Bristol Cove POA, and any other necessary agencies with copies of such given to the Board of Directors. In addition to these permits, copies of all plans, any other pertinent information, etc., must be submitted to the Board of Directors prior to the start of construction for approval. No construction can commence until this provision is satisfied to the Board. 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 to the fact that their contractors are insured; owners and residents shall maintain a neat job site, building materials are disposed of properly, not in the common trash dumpster, and debris not removed in a timely fashion can be cause for fining. If these improvements or changes cause any damage to the common area or to another unit, then the unit owner is financially responsible for these damages as well as possible fines.

10. RENTALS

All tenants are bound by the rules herein. Owners are responsible for the actions of their tenants. A homeowner who leases or rents his/her unit releases use of all facilities (pool, spa, boat docks, Rec. room, etc.) to the tenant. The homeowner, however, retains all responsibility.

Owners must provide their tenants with a copy of the Rules and Regulations as outlined on the Occupant Registration Form. Copies may be obtained from the Tu Casa Web Site in PDF format or the management company for a copying fee.

11. EMERGENCIES, HIRING OUTSIDE CONTRACTORS

Common Area Maintenance - If a maintenance problem or emergency arises on Tu Casa Common Area which requires the hiring of an outside contractor, you must first contact the management company and they will make the arrangements. The management company is available 24 hours a day to handle all problems related to Tu Casa. In the unusual event that management is not available, owners should contact members of the Board of Directors, and if none are available then contact the emergency contractors approved by the Association.

Owners and/or tenants who do not follow this procedure and hire a contractor on your own for work on Tu Casa Common Area property will be financially responsible for the entire bill.

Maintenance of an Individual Unit: If a plumbing or other emergency maintenance problem is experienced within your unit, the Association's CC&R's, Section 6.2 page 28 states (in part): "Each owner shall be responsible for the maintenance and repair of his or her Condominium and exclusive areas appurtenant to his or her Condominium, including without limitation, the glass surfaces, glass doors, windows, screens and screen doors, other exterior doors, door frames, and door hardware, window fixtures and window hardware, improvements within enclosed patio areas, the interior of his or her Unit and the plumbing, electrical, heating and air conditioning systems exclusively servicing his or her Residence. Each owner has complete discretion as to the choice of furniture, furnishings, and interior decorating, except that windows can only be covered by drapes, shutters, or shades and cannot be painted or covered by foil, cardboard, or other similar materials."

Based on that statement and professional opinion of the Association's attorney and interpretation of our governing documents, owners are responsible to contact their own plumber, electrician, or other maintenance contractor when experiencing a leak or wiring problem specific to that owner's unit. Please keep in mind that if there are units below your unit, especially in a plumbing situation, you must contact a plumber as quickly as possible to avoid causing damage to the units below your unit. Should it be found that a homeowner-responsibility item causes a leak (lines servicing a washing machine, a bathtub/shower, sink, water heater, toilet, etc.), that owner is responsible for any damage to the units below. This interpretation will save the association money by making sure that problems caused by a particular unit do not get paid at the expense of the entire association. Naturally, you may choose to submit this as a claim on your personal homeowners' insurance policy.

Should it be found that the issue causing the maintenance problem is Association-responsibility, you may provide your detailed, paid invoices to the Board of Directors for consideration of possible reimbursement. Please ensure your selected contractor carefully details their findings as accurately as possible, so that the Board may determine if it was caused by an Association problem.

Finally, all interior repairs are ultimately the responsibility of the owner of the unit. Should you feel that another unit's lack of maintenance caused your unit's damage, you must pursue the owner of that unit for the costs of repair of your unit's damage. The Association will not get involved in a neighbor-to-neighbor issue.

In light of this interpretation of the rules, it is advised that you check with your personal insurance agent to make sure that your policy adequately covers possible damage to another unit(s).

12. MOVE IN MOVE OUT POLICY

All homeowners and/or residents shall be completely liable for their guest's actions. All homeowners must register all tenants upon renting or leasing their unit(s). An official Tu Casa Homeowners' Association Occupant/Tenant Registration Form must be filled out and submitted to Lindsay Management Services within 10 days of tenant occupancy. This form must be accompanied by a mandatory \$250.00 refundable deposit. The deposit must be made payable to Tu Casa Homeowners' Association. This deposit is intended to cover any damage that may be caused to the common areas during the moving process. (updated 3/16/15)

13. REMODELING POLICY

The association also requires a \$250 refundable deposit when you are remodeling your unit, to pay for any damages during that process. Owners and tenants are responsible to clean up all debris from the common area after remodeling. (updated 3/16/15)

14. 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 HOMEOWNERS ASSOCIATION
FINE SCHEDULE

Tu Casa Homeowners Association (the "Association") has the right to enforce the Associations'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 make 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:

- I. Warning Notice: Warning letter and request to correct violation within a reasonable amount of time as determined by the Board or its committee.
- II. 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.
- III. 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: \$20 - \$50 for 2nd separate violation;
3rd Violation: \$30 - \$50 for 3rd separate violation;

NOTE: The Association reserves the right to make any of the above fines a continuing fine which will be assessed monthly to you account until the violation is removed. Additional hearings are not required for the levying of ongoing fines.