

**Montezuma Townhomes  
Owners Association**

**Rules and Regulations**

**2011**

**MONTEZUMA TOWNHOMES OWNERS' ASSOCIATION**  
**STATEMENT OF**  
**RESIDENTS' RIGHTS AND RESPONSIBILITIES**  
Updated January 1, 2011

Montezuma Townhomes is a community of people who care about our homes and about each other. We welcome you, and hope you will enjoy living here.

The protection of property values in the complex and the promotion of an agreeable lifestyle for everyone living here, underlie the rules adopted by the Board and set forth in these pages.

Homeowners are encouraged to attend the Open Forum at the Board of Directors' meeting held each month. The Date of the meeting is noticed (in the Association newsletter or it will be posted at the pool at least 4 days before the meeting.) You may also call the Management Company for the date, time and place of the meeting. You may observe the proceedings unless the Board adjourns to executive session to consider litigation, matters relating to the formation of contracts with third parties, personnel matters, or to meet with a member upon the member's request.

Each owner is a member of the Montezuma Townhomes Owners' Association, and if living in the complex, can be elected to the Board of Directors. Board members have special responsibilities to their fellow owners, but they have no special rights and are treated the same as all other members. They serve voluntarily, and share the objective of maintaining property values in the complex for all owners.

All residents, both owners and tenants, benefit from the landscaping maintenance services, and the use of the recreation facilities owned in common. In return for the freedom from lawn care, painting, etc., we each agree to protect the rights of all residents to the quiet enjoyment of their homes, and the mutual enjoyment of the common areas.

All owners are required to fill out a Census Form at the beginning of each fiscal year, October 1<sup>st</sup>. Owners who rent their units are to provide a Census Form to the Management Company within 15 days of a change in occupancy. Failure to do so may result in disciplinary action against the owner. (See fine schedule). Montezuma Townhomes is a condominium complex. The owners of our 61 units hold title only to the area within their walls. All outside spaces including decks, sidewalks, driveways, landscaped area and recreation facilities are included in the definition of common area, and each owner has an undivided 1/61 interest in the common area. Decks, balconies and driveways are considered *restricted* common area used exclusively by the owner and maintained by the owner.

Keystone Inland, Inc. provides the management service for your community. Jackie Penner is our manager. If you have a problem or complaint she will be able to assist you. The office hours are 9:00 a.m. to 4:00 p.m., Monday through Friday. In the event of an emergency an after hours answering service is available. Just call the phone number below for the emergency number. All emergencies are handled immediately and messages are taken care of the following business day. Please use the answering service for emergencies only (i.e. fire or flood).

*Keystone-Inland, Inc.*  
*9923 Channel Road*  
*Lakeside, CA 92040*  
*E-mail [keystone-inland@sbcglobal.net](mailto:keystone-inland@sbcglobal.net)*  
*Tel (619) 443-4971; Fax (619) 443-9741*

## **GENERAL PROVISIONS**

1. The Board reserves the right to modify or add Rules and Regulations as the need arises. Changes in the Rules and Regulations will appear in the newsletter and will have the same force as the rules contained herein. ***It is the owner's responsibility to provide their tenants with copies of the Rules and Regulations, including the changes.***
2. The community recreation facilities and other common areas belong to the members of the Montezuma Townhomes Owners' Association.
3. Monthly Association assessments are due on the first day of each month and delinquent if not received by the 15th. A late charge of \$10.00 will be assessed if the payment is late. Legal action will be activated if payment is more than 45 days in arrears. The Association is entitled to recover any reasonable collection costs, including attorney fees, in its efforts to collect the delinquent sums.
4. Fines are payable when a statement is issued. Failure to pay a fine may result in legal action in Small Claims Court. The Association is entitled to recover any reasonable collection costs, including attorney fees. Recreation keys may be confiscated if fines are unpaid.
5. All owners are required to fill out a Census form at the beginning of each fiscal year, October 1st. Any time there is a change in occupancy, (including those who rent their units) a new census form must be sent to management within 15 days of the change. Failure to do so can result in disciplinary action against the owner. (See fine schedule). Yearly Census forms must be filled out even if the unit is vacant and even though no change has occurred since the last Census Form.
6. The Association's primary contact regarding the unit will be with the owner. Tenants may receive copies of letters.
7. Screens and windows are considered restricted common property - used by the owner. Owners are required to maintain screens and windows and ensure that screens are on all doors and windows. Damaged screens will be replaced at the owner's expense. Windows must have normal accepted coverings. i.e., draperies, vertical/mini blinds. They must be kept in good repair. Foil is not an acceptable covering. **If you have security bars on your windows, they must have a quick release bar for easy exit. This is an insurance requirement.**
8. Changes to the structure or appearance of any buildings in Montezuma Townhomes may be made only after the Board gives written permission and the change is recorded with the Management Company. This includes any change or addition to the homes, patios, decks, balconies, windows, landscaping, garages, etc. You must submit an architectural change request form (contact management for the form) to the Board prior to making the change. The requests must include the documented changes, as well as the *licensed contractor's* name and number, proof of liability insurance, and obtain any permits that are required per county building codes and have permission in writing. Owners who fail to abide by this regulation will be subject to a fine. Architectural changes are reviewed by the board only at their regular monthly meeting. Please keep this in mind when submitting Architectural Changes.
9. Owners are responsible for the upkeep (painting, general repair, etc.) of any approved addition to the unit. This includes but is not limited to deck extensions, skylights, solar tubes, etc.

**GENERAL PROVISIONS** (continued)

10. Owners are responsible for the upkeep of all restricted common property (decks, balconies, stairways, driveways, etc.). Driveways must be kept clean and free of oil stains. The Association is not responsible for wood/stucco repairs caused by resident's neglect.
11. Each owner is obligated, at his own cost and expense, to maintain and repair all pipes, ducts, flues, chutes, conduits, wires and systems supplying utility and/or convenience services to his Condominium, which are located in, under or upon his unit or the ceilings, roofs, floors or walls within or surrounding his unit. — *CC&R's, Article 2, 2.2, 2nd paragraph*. Owners are also responsible for cleanup of any damage caused by leaks.
12. General fire and liability insurance on the buildings and common areas is carried by the Association. Residents or owners are responsible for insurance covering damage or liability within individual units.
13. The units in Montezuma Townhomes are designed for single family residence. Units shall not be used in the conduct of trade, business, professional, or commercial activity.
14. Protection and cleanliness of our common areas are the concern of all homeowners and residents. Bottles, cans, waste, paper, or other refuse should be discarded in a proper receptacle kept in your own unit. ***Decks, balconies and stairways are considered restricted common property. Owners are responsible for maintaining these areas in a clean, orderly manner, including regular painting of decks and stairs.***
15. No one may construct, maintain or repair anything within the common area, and no part of the common area is to be used for storage.
16. Garage doors must be closed unless tenants are loading/unloading vehicles or working in the garage area.
17. Solvents, cleaners, lubricating oil or other chemicals are not to be used where they may cause damage to the common areas, including balconies, driveways, and decks.
18. The common area shall not be used in any manner that would increase the rates of association fire and liability insurance coverage.
19. Cigarettes or any flammable object may not be thrown (or stubbed out) onto decks, balconies or common property or disposed of on common property, including balcony railings and landscaped areas. A receptacle for cigarette butts must be a safe and non-flammable bucket and should be filled with sand.
20. No structure of a temporary nature: trailer, basement, tent, shack, or other outbuilding shall be used for residential purposes, either temporarily or permanently, on association property.
21. Except for the equipment already provided, radio or exterior TV antennas are not allowed. Permission to install a satellite dish must be granted by the board. Owners must submit an architectural change request for in advance for Board consideration.

## **GENERAL PROVISIONS** (continued)

22. Cable and phone lines must be professionally installed under the buildings. No lines are to be attached to the outside of the building. The Management Company should be contacted for installation authorization.
23. No changes or alterations in the landscaping are permitted without approval of the Board of Directors. Destruction of the planted areas is not permitted. This includes, but is not limited to, pruning, breaking, running, riding, playing, or leaving hoses in the planted area. (Hoses must be coiled around a hose reel to be left attached to the water outlet; otherwise hoses must be placed in the garage. Hoses not properly stored will be confiscated.)
24. Articles may not be hung, draped or placed on fences, patios, balcony railings, and decks. Bicycles may not be stored on decks or balconies. Unsecured objects such as plants should be placed so that they do not fall on anyone. The Association is not responsible for loss or theft from common areas. (Decks and balconies are common areas.) Only outdoor furniture is to be used on the balconies and decks. No equipment of any nature is allowed in the entries, patios or balconies
25. Residents are entitled to the quiet enjoyment of their homes. If your activities can be heard outside your unit, you are too noisy. No obnoxious or offensive activity will be tolerated which may be or may become an annoyance or nuisance to the neighborhood. This includes the use of foul language, cursing. (*See Fine Schedule.*) The Association reserves the right to fine owners for unnecessary noise or disturbances, regardless of the hour of day or night they occur. Owners and tenants are reminded that they are responsible for the conduct of their guests.
26. Owners and residents are reminded of the following San City Diego Code: Repeated loud noise and disturbances could result in a \$1,000, *per lessee*, fine by the City of San Diego
27. If it becomes necessary for the Board to seek legal advice regarding continued violations, the cost of the attorney fees will be passed on to the owner.
28. The use of automobile radios, CD's, or tape decks, whether the vehicle is parked or moving through association property must be maintained at a low volume.
29. Seasonal lights and decorations must be removed within one month of the related holiday.
30. Owners who plan to list their units for sale or rent should notify the Management Company before posting any signs. One For Sale or For Rent sign in commonly used real estate language and no larger than 18x24 inches, may be staked (two metal stakes - not one large wooden stake) in front of the unit which is available. Otherwise, For Sale/For Rent signs are prohibited in the common areas, or on the exterior surfaces of any unit.
31. Only gas barbeque grills are permitted on the common area, including decks and balconies. They must be placed at least four feet from the wall. No patio torches are permitted that produce a flame (insurance regulation).
32. All plants must have water drainage dishes placed under the plant. Owners are responsible for all damage to common areas caused by plants on decks, stairs, or railings. The Association is not responsible for wood repairs caused by the residents' neglect.

**GENERAL PROVISIONS** (continued)

33. Specific rules are included in the following pages for the use of the pool, spa and tennis court.

**RECREATIONAL FACILITIES - GENERAL**

1. Recreation facilities shall be defined as the pool and spa area, tennis courts and grassy area next to the pool.
2. The facilities are for the exclusive use of owners, guests of owners and tenants.
3. The Association is not responsible for lost or stolen keys/fobs. Replacement keys/fobs will cost \$100.
4. The Association will not be responsible for the loss or damage to personal property.
5. Food or glass of any kind is not permitted in the pool, spa or tennis court area.
6. ***NO ALCOHOL*** is permitted in the recreation facilities at any time. (See Fine Schedule) ***NO COOLERS ARE ALLOWED IN THE RECREATION FACILITIES.*** (See Fine Schedule)
7. The right to use the recreation facilities is conveyed in the following manner: **Occupants and four guests per unit; Resident must accompany guests.**
8. Only service animals are permitted in the recreation areas — this includes the park area, tennis courts and pool area.
9. Violation of Recreation Facility Regulations may result in the confiscation of owner's recreation key. As a result of such a violation, the owner will be called to a hearing before the board.

**POOL AND SPA**

1. The pool and spa hours are from **9:00 a.m. to 9:00 p.m.** These hours are enforced. The lock is programmed to automatically lock at 9:00 p.m. and unlock at 9:00 a.m. Anyone observed using the pool or spa after hours will be asked to leave and the owner will be subject to fines. **THERE IS NO LIFEGUARD IN ATTENDANCE;** hence, the responsibility for safety and enjoyment rests with the residents of Montezuma Townhomes. Each unit has a key fob to the pool area, which is stamped with a number. The keys are for the exclusive use of residents and their guests. For safety and liability reasons, the gate must be kept locked at all times. **DO NOT PROP IT OPEN FOR ANY REASON.**
2. You must have a pool key/fob to use the pool area. The key fob is numbered and that number is assigned to the unit. All key fob activity at the pool is electronically registered by the date, time of day and key fob number. The fob also registers unauthorized attempts of anyone attempting to get in the pool after hours. Anyone observed climbing the fence will be considered a trespasser and will be subject to action being taken against the owner. Anyone borrowing a pool key fob will also be subject to action being taken against the owner. The key fob may not be loaned to anyone, duplicated for anyone or used by non-residents. While in attendance at the pool, failure to produce a key fob when asked by a board member or security could result in disciplinary action against the owner. If you let someone in the pool who does not have a key, they become your guests, and you are responsible for their actions.

**POOL AND SPA** (continued)

3. Use of the pool and spa by unauthorized individuals, use after hours, or in violation of the rules and

regulations is subject to confiscation of the pool key, fines, or both, as well as a charge of trespassing.

4. Children under the age of 14 are permitted in the pool and spa only under competent and responsible adult supervision.
5. The Homeowners Association provides the cleanliness and bacteriological safety of the water through a maintenance contract. However, it is everyone's responsibility to see that no food or glass containers of any kind are brought into the pool area and that litter is properly disposed.
6. Animals, other than service animals, are not permitted in the pool area at any time.
7. **ABSOLUTELY NO ALCOHOL OR GLASS** is permitted in the pool or spa area. A heavy fine will be imposed on each unit involved in such a violation. **COOLERS ARE NOT ALLOWED.** (*See Fine Schedule*)
8. Proper swim attire is required. Nude bathing in the pool, sun, or spa is not permitted. Attire that is suitable for a family environment is required.
9. Running, rough housing, excessive splashing, loud music, and/or any activity that disturbs the use of the facilities by other residents (or surrounding residents) is prohibited.
10. *Individuals with open wounds are not permitted in the pool or spa.*
11. The pool safety equipment is to be left in the designated area and is not to be played with or removed from the area. This equipment is for emergency use only.
12. Do not use soaps, oils, lotions, or other substances in the pool or spa. Hair pins, clips, bands, etc., should not be worn while in the pool or spa.
13. *The spa is to be covered after use.*
14. Small children in diapers are not permitted in the pool or spa, unless they are wearing swim diapers.
15. The state and county laws governing use, sanitation, health and safety regulations of swimming pools and spas apply to the Association.
16. If you allow someone into the pool area, they are considered your guest and you are fully responsible for their actions. If someone asks you to open the gate and you do not know the person, you should not allow them access. If they belong in the community, they should have their own pool key/fob.
17. The foregoing rules will be strictly enforced in order to provide the safe and peaceful enjoyment of the facility for everyone without the disturbance to the residents of Montezuma Townhomes.

#### **TENNIS COURT**

1. The hours of use are from **8:00 a.m. until sundown.** No one is permitted on the court after sundown for any reason.

#### **TENNIS COURT (continued)**

2. Owners and their guests should observe courtesy and consideration in the use of the tennis court so as not to disturb nearby neighbors.

3. Proper shoes must be worn on the tennis court. No smoking is permitted. Food or glass containers of any kind are not permitted on the tennis courts. The racquets should not be banged on the court.
4. When rotating from one end of the court to the other, players should walk around the net. Do not jump or climb over it.
5. The tennis court is to be used exclusively for tennis. No Frisbee, football, baseball, skateboarding, roller-skating, biking, etc., is permitted at any time.
6. There will be no loud or disruptive noise while using, or waiting to use the court. Radios are not permitted.
7. When you are finished playing make certain the gates are locked. Failure to do so may result in action being taken against the owner.
8. There is a one-hour time limit on play when others are waiting for the court.
9. Tennis balls that are hit on the roof are considered lost. **DO NOT TRY TO RETRIEVE THEM!**
10. Animals, other than service animals, are not permitted in the tennis court at any time.
11. Do not leave litter behind: Remove all debris and items from area.
12. **NO COOLERS ARE ALLOWED AT THE TENNIS COURT. (See Fine Schedule)**
13. Violation of Tennis Court Regulations may result in the confiscation of the recreation key. As a result of such a violation, the owner will be called to a hearing before the board.

### **PARTIES**

1. Parties must be contained within the walls of your unit and should not overflow into the common areas. (Landscaped areas, balconies, driveways, and decks are common areas.) Large, unmanageable, noisy parties, as well as organization or commercial parties are not allowed.
2. Live music, bands/groups, boom boxes, etc... are not permitted to play in the common area.
3. The sale of alcoholic beverages on Association property is prohibited. Hosts are warned against serving alcohol to minors. Please be aware that you may be held legally liable for your guest's actions.
4. The Association reserves the right to fine owners for unnecessary noise or disturbance regardless of the hour of day or night they occur. Owners and tenants are reminded that they are responsible for the conduct of their guests. If your activities create excessive noise and can be heard outside your unit, you are too noisy. (See Fine Schedule)
5. Owners and residents are reminded of the following San City Diego Code 59.5.050: Repeated loud noise and disturbances could result in a \$1,000, *per lessee*, fine by the City of San Diego.

### **VEHICLES, PARKING AND STREETS**

1. Resident parking is restricted to the garages, driveways, and public streets. Residents **MAY NOT PARK IN VISITOR PARKING AREAS.**
2. Residents are urged to make full use of the garage for parking of vehicles. Two extra spaces are available

in the driveway (if the driveway is long enough). In high density living parking is always a problem, and your cooperation is appreciated.

3. Residents are provided a minimum of parking for two vehicles in the garage. Two additional vehicles may be parked in the driveway (if the driveway is long enough) making total parking for four vehicles. At no time may more than two vehicles be parked in the driveway. Private lanes on either side of Reservoir Drive are reserved for guest parking only. Guest parking permits for this area are for a 24-hour period only. Residents may not use these lanes for parking. The parking area by the pool, tennis court and Reservoir Drive may be used to park additional resident vehicles. Cars can be towed and fines will be imposed on cars parked illegally on Montezuma Townhomes private lanes. Western Towing monitors parking and will tow any vehicle parked without a permit.
4. A placard for visitor parking on private lanes on Reservoir Drive must be placed in the visitor's vehicle window. The visitor's vehicle should not remain in the common area past 24 hours, without being moved. Visitor's vehicles are not to be stored on common property.
5. **DO NOT** use guest or visitor parking. **DO NOT** block your driveway or any other driveway. Vehicles are **NOT** to extend onto the sidewalk or into the street. You must not block access to or from any unit.
6. The visitor parking area is intended for short-term visitors (24 hours) and service vehicles. Residents may not park in these areas.
7. Parking is prohibited entirely in any area with red curbs. Cars parked in those areas will be towed at the owner's expense. This is a county code and applies to visitors as well. In addition to towing, owners or their tenants or guests in violation of this regulation will subject the owner to a fine.
8. Any vehicle left unmoved from the common area for 72 continuous hours will be considered stored or abandoned, and is subject to being towed at the owner's expense. This is a city ordinance, and applies to city streets as well.
9. Mopeds, motorcycles, bicycles, etc. must be kept inside the garages. They are not to be parked on decks, balconies, in walkways or driveways. Unnecessary noise associated with these vehicles will not be allowed. Motorized scooters may not be driven for sport on private lanes.
10. Except to enter or exit a unit garage, riding motorcycles, motor scooters, mopeds, motorized scooters, is prohibited in the common area.
11. All vehicles must be currently registered with the Association, and must be in working order. Vehicles not registered will be towed. No recreation type vehicles, including but not limited to, dirt bikes, dune buggies, racing vehicles, or water craft are to be operated or stored on association common property.
12. Recreation vehicles, motor homes, campers, trailers, boats, commercial vehicles, or oversized vans are not to be parked in the complex beyond loading and unloading.

#### **VEHICLES, PARKING AND STREETS** *(continued)*

13. There is to be NO maintenance or repairs of vehicles in the common areas (driveways are common areas). Any repairs to your vehicles must be done in the garage of the unit. There is to be NO excessive noise associated with this work.
14. Driveways must be kept clean and free of grease, rust or other substances. The Association will have the driveway cleaned at the owner's expense if the unit is not in compliance and fails to respond to a notice.

15. There is to be NO SPEEDING in the common area. Any vehicle observed speeding or driving recklessly will be identified and turned over to the police for appropriate action. Fines will be levied against the owner when it is determined that the resident or guests are endangering residents of the Association.
16. Streets, lanes or parking areas are not to be used for recreation purposes. Sport equipment is not to be stored on common property.

### *PETS*

1. Each unit is allowed to keep only domesticated pets such as dogs, cats, or other usual and ordinary household pets, not exceeding two (2). These animals are to be kept only as pets, not for commercial purposes. The type of pets owned is to be listed on the census form.
2. Pets are not permitted in the common areas except on a leash, and must be under the control of a capable person at all times.
3. Pets are not to be left unattended, tied or staked outside in the common areas. Pets are not allowed in the park (grassy area near the pool).
4. Owners shall prevent pets from soiling all portions of the common area. Pet litter is to be removed immediately from the common area and disposed of in trash receptacles. **Failure to do this is not only a violation of the Association Rules & Regulations, but is a violation of City and County ordinances as well and is subject to immediate action by the Association.** An area next to the common grassy area on the west side of Reservoir Drive has been designated as an area for residents to take their pets. All litter must be cleaned up immediately. Do not allow a pet to urinate on the lawn. It can kill the grass.
5. Owners must comply with county and state laws regarding pet ownership.
6. Pets must not create an annoyance or nuisance for any other residents. Pet owners are responsible for preventing noise and disturbance. Homeowners are responsible for their own pets and those of their tenants or guests. Any animal that is deemed a dangerous animal by the Board of Directors must be removed immediately upon notice from the Board of Directors.
7. Owners are responsible for any damage to the common area or private property by their pets or pets belonging to their tenants or guests. Damage to the common area or property of others by pets will be billed to the unit owner involved.
8. For information, complaints or problems concerning animals the following agencies provide assistance. Animal Control: **Emergencies Only** – 619-236-2341; **Information-** 619-236-4250; Dead Animal Removal - 619-390-8204.

### *TRASH AND GARBAGE*

1. Trash and recycling pickups are made by the San Diego Sanitation Department on Fridays. If a holiday occurs during the week, pickup is usually a day late. Please place your trash or recycling in the container provided by the City. **DO NOT** set out loose bags, boxed items, furniture, etc... as the city will not remove these items. The trash may be placed in the driveway of your unit any time after 6:00 p.m. the evening prior to pickup.
2. Emptied containers must be returned to the unit's garage on the day of pickup. Any containers left out will be noted, the owner will be fined and the containers are subject to removal. **DO NOT** store the trash containers on the decks, balconies or any other common area.

3. The city will not pick up cartons/boxes unless they are broken down flat or cut up and placed in the recycling containers. Do not place any furniture or large items out for pick up. **THE TRASH COMPANY WILL NOT PICK THEM UP!** It is the owner or resident's responsibility to remove these items. Items scheduled for pickup by Salvation Army, etc. are not to be placed in the driveway until the day of pick up. If it becomes necessary for the Association to remove any items, the owner will be charged for the removal.
4. For special assistance, information or complaints related to the disposal of trash or garbage call the City of San Diego, Solid Waste Department (858-694-7000).

### **PROCEDURES FOR ELECTIONS**

Annual meetings of the members are held in January of each year in order to elect directors to fill the positions of those directors whose terms are expiring. There are a total of 5 directors with the terms of 3 expiring one year and two expiring in the alternate year. Each director serves for a two year term and may be reelected at the expiration of each term if they choose to run. An election or nominating committee may be formed if volunteers come forward to serve on such a committee. This committee is responsible for finding homeowners who would like to run for the Board. The committee is to consist of one board member, who serves as the chairperson, and two other members of the Association. If no volunteers come forward, the board will act as a nominating committee and seek out volunteers to run for the open positions. Nominations are also taken from the floor at the meeting, and anyone may nominate themselves or another owner to serve. If you plan on nominating someone, please be sure they have the time and desire to serve.

### **VIOLATION PROCEDURES**

The following procedure will apply to all violations and infractions of the governing documents and Rules and Regulations. Owners may report violations to the Management Company or Board of Directors by submitting a notice describing the violation. All such reports are strictly confidential. The Board of Directors, Management Company, or committee appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives.

#### **At the time the violation is noted or reported, action will begin as follows:**

1. A first notice to correct the violation will be sent by the Management Company. The notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation. The owner will be notified that a fine could be assessed for noncompliance. Noise disturbances are finable on the first offense, and may include more than one fine. (See No. 3)

#### **VIOLATION PROCEDURES (continued)**

2. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the owner will receive fine and a notice of a hearing on the matter and will be afforded an opportunity to appear before the Board or an appointed committee, either by appearing personally or submitting written testimony. The hearing date shall be no less than 10 days from the date of the hearing notice. The notice shall be mailed by first class mail to the owner at the last known address shown on the Association's records.
3. In the case of a noise violation, a fine will be assessed and a Notice of Hearing will be scheduled on the first violation. The owner will be afforded an opportunity to appear before the Board or an appointed committee, either by appearing personally or submitting a written testimony. The hearing date shall be no less than 10 days from the date of the hearing notice. The notice shall be mailed by first class mail to the owner at the last known address shown on the Association's records. The Board's dealings are with the

owner, but he/she may bring one tenant with him/her to the hearing.

4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved. For subsequent violations of the same nature, the ensuing fine will be doubled.
5. If the violation continues, the Board may refer the matter to the Association's legal counsel; any expenses incurred will be assessed to the unit owner. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.
6. If a tenant or lessee commits the violation, the Association's primary course of action shall be against the unit owner. The Board may, at its discretion, also provide notification to the tenant or lessee of the violation and of any hearing dates. However, the Association shall not be obligated to do so. If the violation involves a tenant, the owner (or his property manager) may bring ONE tenant to the hearing.

The fine schedule appears of the following page.

**FINE SCHEDULE**

Fines for the first time violations shall be levied in accordance with the following schedule.

Hazardous Activities (Any action that would be harmful or dangerous to any resident or property)	\$200
Use Restrictions (Pool/Spa/Tennis Court/Common Areas, /Park)	\$200
Vehicle and Parking Restrictions	\$100
Alcohol in Recreation Facilities	\$500
Coolers in Recreation Areas	\$200
Failure to provide Census Forms within 15 days of the beginning of the fiscal year (October 1st) and/or with 15 days of occupancy change	\$100
Failure to return empty trash containers to the unit's garage. (Fine is doubled for third and following offenses within the same calendar year.)	\$ 25

**NOISE VIOLATIONS**

Noise (Excessive noise heard outside your unit— any time of day or night.)	\$200
Obnoxious Activity (i.e.swearing)	\$200
Noise continuing after 10:00 P.M. (Multiple fines may be assessed for noise disturbances. If noise violations continues, the fines double with each subsequent offense. If a unit has gone one year without a noise violation, the fine amount will be back to the starting amount of \$200.00)	\$200
Police/Security Action (If police or security is called and an incident report is filed)	\$200
Littering Common Property	\$200
Any violation that is or can become a safety or health hazard to the community (Discretion of the Board Minimum \$200)	\$200
Any Violation of the Bylaws, CC&R's or Rules and Regulations not specifically Mentioned	\$200
Unauthorized Improvements or additions to the Property- a violation of Architectural Rules and Regulations.	\$200

Fines shall be in addition to any applicable cost of repair, or other reimbursement of any costs incurred by the Association. Fines for continuing or repeated violations will be doubled with each similar offense until the unit has gone at least 12 months without committing the same violation. Four (4) or more violations assessed to a single unit in any six (6) month period will result in civil action by legal counsel at the owner's expense and an additional fine of \$500.