

MONTELOMA HOMEOWNERS ASSOCIATION

ADOPTION OF NEW RULES

November 29, 2022

Dear Monteloma Homeowner,

Please be aware that the Board of Directors for Monteloma Homeowners Association (“Association”) has adopted new rules regarding the use of political and/or noncommercial signs, posters, banners, and/or flags within the community (“Rules”). **The enclosed Rules were adopted, and became effective, at the November 17, 2022 board meeting.** The members of the Association had an opportunity to comment on the proposed Rules during the 28-day review period as well as during the November 17th board meeting.

These Rules were adopted in order to come into compliance with current law as well as to clarify the use of signs within the community.

Please be advised that Section J of the Association’s Rules and Regulations will be modified as follows in order to conform with the newly adopted Rules:

Section J – Signs

Commercial, political and similar signs, may be erected or maintained within the Community as follows:

- (a) Signs required by legal proceedings,
- (b) Residential identification signs,
- (c) One “for sale” or “for rent” sign of reasonable dimensions, per unit,
- (d) One security service company sign of reasonable dimensions, per unit, and
- (e) For rules regarding the use of political and/or noncommercial signs, please refer to Exhibit “A” attached hereto.

As indicated above, Section J, subsection (e) is modified to refer to the newly adopted Rules and subsection (f) will be removed in its entirety as the Declarant is no longer involved in the project.

If you have any questions regarding the new Rules, please contact Lisa Isaacson, Association Manager, at (858) 576-5540 or lisaacson@waltersmanagement.com.

Thank you,
Board of Directors

Monteloma Homeowners Association

RULES FOR POSTING OR DISPLAYING POLITICAL AND/OR NONCOMMERCIAL SIGNS, POSTERS, BANNERS, AND/OR FLAGS

Effective November 17, 2022

The Monteloma Homeowners Association's ("Association") Board of Directors has adopted the following rules for the use of political and/or noncommercial signs, posters, banners, and/or flags within the Association. The purpose of these rules is to provide guidance as to the proper use, placement, and time frame of signs, posters, banners and/or flags. These rules apply to all Members and residents of the Association. We ask all Members to be considerate of your neighbors and the serenity of the Tierrasanta community when displaying signs and flags. **Please read these rules carefully.** If you have any questions regarding these rules, please contact your Community Manager at (858) 495-0900.

- I. **Placement and Limitations of Political and Noncommercial Signs, Posters, Banners, and/or Flags**
 - a. Members may post or display political and/or noncommercial signs, posters, banners, and/or flags only on or in a Member's separate property interest, such as their yard, window, or door.
 - b. Members are prohibited from posting or displaying any political and/or noncommercial sign, poster, banner, and/or flag in any part of the Association's Common Areas.
 - c. A political and/or noncommercial sign, poster, banner, and/or flag may be made of paper, cardboard, cloth, plastic or fabric. It may not be made of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.
 - d. Members are prohibited from posting or displaying any political or noncommercial sign or poster that is more than nine (9) square feet in size (i.e. 3'x3'), and any flag or banner that is more than fifteen (15) square feet in size (i.e. 3'x5').
 - e. Members are prohibited from posting or displaying any sign, poster, banner, or flag that is obscene, offensive, lewd, incites violence, and/or constitutes fighting words in the community.
 - f. Members are prohibited from posting or displaying more than one (1) political sign, poster, banner, and/or flag per candidate and/or initiative on their separate interest property.
 - g. Members are only permitted to post political signs, posters, banners, and/or flags for candidate names currently running for office/position at the time. Past or future candidate support is not permitted.

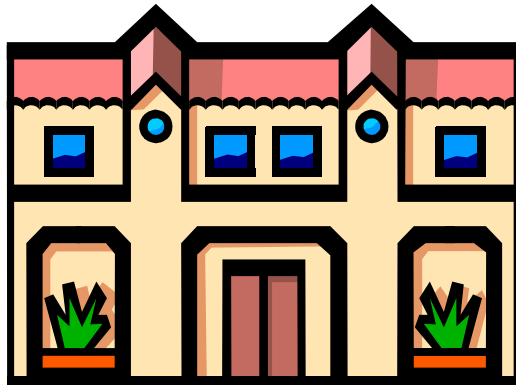
II. Time Limits for Displaying Political Signs, Posters, Banners, and/or Flags

- a.** A political sign, poster, banner, and/or flag relating to a candidate for election to public office or to the initiative, referendum, or recall process may not be posted or displayed prior to ninety (90) days before an election and must be removed within fifteen (15) days following the election (which shall mean the date in which the election polls close), unless a local ordinance imposes a more restrictive period of time.

These Rules for Posting or Displaying Political and/or Noncommercial Signs, Posters, Banners, and/or Flags was duly approved and adopted by the Board of Directors for Monteloma Homeowners Association's at its open meeting held on November 17, 2022.

MONTELOMA Homeowners Association

RULES & REGULATIONS



November 2022

**WALTERS MANAGEMENT
9665 Chesapeake Drive, Suite 300
San Diego, CA 92123
858-495-0900**

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MONTELOMA HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

INTRODUCTION

Welcome to the community of Monteloma and the world of community association living! The Board of Directors of Monteloma Homeowners Association, pursuant to the authority granted in the Association By-laws has established the following Rules and Regulations which are taken in part directly from the Declaration of Covenants, Conditions and Restrictions (CC&R's), for the purpose of protecting your property and keeping the community a pleasant place to live. Your cooperation is essential in achieving this goal.

Upon the purchase of your home you were given copies of the Declaration of Covenants, Conditions and Restrictions (CC&R's) and of the By-Laws of the Monteloma Homeowners Association. Please read these documents thoroughly as they set forth in complete and detailed form the rights, duties and obligations of each owner in Monteloma and they, along with this booklet, are the official, legal governing documents of your homeowners association.

The success of Monteloma Homeowner's Association is founded on the basic principles of common decency, respect and consideration for your neighbor's. These Rules and Regulations will serve as a reminder and reference of the various obligations residents have to one another in your day-to-day living.

Provisions for these Rules and Regulations and the authority for enforcement are contained in the CC&Rs and the Bylaws. **These Rules and Regulations are intended as a supplement to and not a replacement for the CC&Rs.** All provisions of the CC&Rs not referenced in this document remain in full effect and must be adhered to by all residents. It is the responsibility of each owner to make their family members and/or tenant(s) aware of the Rules & Regulations. The owner, as a member of the Association is responsible for the conduct of their tenant(s) and their guests. Owners should include in lease/rental agreements appropriate provisions that tenant(s) must abide by the provisions of the CC&Rs and these Rules & Regulations.

Owners are encouraged to attend the regular meetings of the Association's Board of Directors. However, owners must recognize that there are business meetings and only the Board members will be allowed to participate unless otherwise requested by the Board. Owners are given an opportunity to address the Board during a designated time period set during the meeting for the "Owner Forum".

The Board of Directors establishes and enforces these Rules & Regulations and the Architectural Guidelines, manages the financial affairs of the Association and oversees the operation and maintenance of the Association's common areas and facilities. In each of these areas, the Board is assisted by a professional management company and various Board appointed committees. The management company appointed by your Board of Directors is:

**Walters Management
9665 Chesapeake Drive, Suite 300
San Diego, CA 92123
(858) 495-0900**

A. DEFINITIONS

Most words carry the same definition as set forth in the CC&Rs. The following key words are further defined as follows:

1. Common Area shall mean and refer to the entire Common Interest Development that encompasses the Community, except the separate interests shown as living units and exclusive use areas on the condominium plan.
2. CC&Rs refers to the Declaration of Covenants, Conditions & Restrictions for Admiralty Row and Beacon Point.
3. Owners refers to the person(s) on the recorded deed of a unit. Persons not specifically named on the recorded deed (including relatives) are not deemed Owners or members of the Association.
4. Resident refers to any person living in a residence, including an owner, tenant or guest.
5. Tenant refers to any person who is living in a residence subject to a lease agreement and pays a certain rental fee.
6. Guest refers to anyone visiting the community other than a resident.

B. DELINQUENT ASSESSMENTS AND LATE CHARGES

Assessments are due by the first of each month. Monthly statements are mailed as a *courtesy only* each month. Not receiving a billing statement for any reason does not excuse your obligation to pay the assessment by the 30th of the month. Any assessment payment not received at the management company by the 30th of the month will be deemed delinquent and the owner shall be obligated to pay a late charge not to exceed ten percent (10%) of the delinquent assessment or Ten Dollars (\$10.00) whichever is greater, or as may, from time to time be established by the Board in accordance with California law, and any reasonable costs of collection. Additionally, an owner may be obligated to pay interest on all sums imposed at an annual percentage rate not to exceed 12% commencing thirty (30) days after the assessment was due. If an account becomes thirty (30) days delinquent the Association will send, by certified mail, a notice of intent to file a lien, which shall demand payment and notify the Owner that if payment is not received within ten (10) days, the Association may file a lien by recording a notice of delinquency against the property. If the account is not brought current within thirty (30) days from the date the lien was recorded, the Association may foreclose the lien or pursue any other means of collection authorized by the Declaration or State or Federal Law in accordance with Civil Code Section 5650.

C. ARCHITECTURAL GUIDELINES

Prior to making any exterior changes to your home, improvement or undertaking any other action requiring prior approval of the Architectural Committee, in accordance with the Monteloma Homeowners Association's Declaration of Covenants, Conditions and Restrictions, an Owner must first submit a complete Architectural Improvement Form for the Architectural Committee's review and approval.

Please be advised that unauthorized alterations, improvements or any other construction will be subject to enforcement action as outlined by the Declaration, and the Board shall have the right to retain third party consultants and establish a fee for the review and approval of Plans and Specifications that must be submitted to the Board.

D. USE RESTRICTIONS

1. Residential Use: Residences shall be used exclusively for single-Family residential purposes. An Owner may rent his Residence to a single Family provided that the Residence is rented for a term of at least thirty (30) days, subject to all of the provisions of this Declaration.
2. Commercial Use: Dwelling units, with the exception of provisions stated above, may not be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

E. ANIMALS

1. No animals, livestock or poultry of any kind shall be raised, bred or kept within any Unit except as provided in these Rules and the Association's Declaration. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
2. The Association's Board may prohibit the maintenance of any animal on any Unit or Association Common Area, which, in the Board's opinion, creates, disturbs the peace and quiet of other Residents or otherwise constitutes a nuisance to any other Owner, including frequent and continued noise.
3. In accordance with the Association's Declaration, no more than four (4) pets (i.e., dogs, cats, and or any other usual household pets) per household may be kept in any Unit.
4. Dogs must be on a leash at all times and under the personal control of a person capable of controlling the dog on the leash when outside a required enclosure.

(San Diego County Code) No animal is permitted to run at large on the common area, or another's property unless the owner gives his or her consent.

5. Pet owners must clean up after their pets. Owners shall prevent their pets from soiling or damaging any portion of the community. Any litter deposited by pets on lawns, sidewalks, paths or Association common areas must be removed immediately by the Owner of the littering pet. If not, the Owner of the Unit, attributable to the littering pet, will be fined.
6. Do not allow animals to urinate on plants and shrubs or to urinate in areas where the smell would be offensive to residents. Each person bringing or keeping a pet within the Project shall be absolutely liable to the Association and other Owners and their Residents/Invitees for any damage to persons or property caused by and pet brought upon or kept upon the Project by such person or such Owner's Residents/and Invitees. Any Owner or Invitee who maintains any animal, insect or reptile within the Project, whether in compliance with or in violation of the CC&Rs, shall indemnify and hold harmless the Association, its officers, directors, other Owners, Resident and their respective Invitees, from any claim brought by any person against them or any one or more of them, for personal injuries or property damage caused by such animal, insect or reptile.
7. Residents shall be responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant, the Owner of the Unit, attributable to the tenant with pet, is liable. Dogs over four (4) months of age must be licensed and vaccinated. (San Diego County Code.)
8. Human assistance dogs (i.e., seeing eye dogs) may be considered exempt from some of the above rules.

F. ANTENNAE/SATELLITE

The Federal Communications Commission (FCC) has rules permitting residents in community association to use individually owned property for the installation of direct broadcast satellite, television broadcast and multipoint distribution service antennas. Associations are allowed to enforce reasonable rules relating to the means, method and location of antennae and satellite installation.

1. Antennae and satellite dishes may only be installed on property you individually own or have exclusive right to use.
2. Any antenna or mast must be installed safely to minimize the risk of personal injury and damage to Association or other residents' property.

3. Antennas or satellite dishes shall not encroach upon common property or any other resident's property or exclusive use area.
4. Antennas or satellite dishes shall be located in a place shielded from view from other homes, from streets, or from outside the Community to the maximum extent possible.
5. Antennas or satellite dishes shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
6. Residents are liable for any personal injury or damage occurring to the Association common property or other resident's exclusive use area arising from installation, maintenance, or use.
7. An owner must submitted an application and notice in accordance with Article 6, Architectural Review, of the CC&R's and must receive approval prior to installation.

G. BASKETBALL STANDARDS

No basketball standards or fixed sports apparatus shall be attached to any portion of a home. Temporary basketball standards must be stored out of sight from the street and all neighbors when not in active use. Temporary basketball standards cannot be placed in the streets of the community.

H. NOISE AND NUISANCES

No Owner shall permit or allow any activity to be performed or any material of any kind to be kept within or upon his Lot which will obstruct or interfere with the rights of quiet enjoyment or the other occupants in the Community, or annoy them by unreasonable noise or otherwise, nor will any Owner commit or permit any nuisance on his Lot.

1. Noises: Radios, televisions, musical instruments, party activities, and other noise sources (including barking dogs, car horns, power tools, hammers, leaf blowers and extended warming up of car engines) must be restricted at all times to a level that does not disturb other residents. Please be considerate of others and remember that your neighbors may not keep the same hours you do. Noise should be kept at a minimum between the hours of 10:00 p.m. and 8:00 a.m. Noise plainly audible from any building at a distance of fifty (50) feet is a violation.
2. Roller skating, rollerblading, scooters ("Razors," etc.), big wheels, miniature motorized vehicles and/or skateboard riding are not permitted on the Association's private streets or sidewalks at any time located within the project. Skateboard ramps are not permitted and may not be placed on the street at any time.

3. It is the responsibility of all homeowners and residents to ensure the members of their household, guests and tenants are in compliance with the above noise control rules.
4. Activities or conditions which tend to endanger the health or safety of others or restrict another owner's use of property are prohibited.
5. No noxious or offensive activity shall be carried on in any unit, or on the common area, nor shall anything be done which may be or become an annoyance or nuisance to the other residents.

I. PARKING & VEHICLE RULES & RESTRICTIONS

1. Each garage must be used for parking of the number of automobiles the garage was designed to accommodate.
2. No owner/resident vehicles are allowed to be parked anywhere within the Community other their garages.
3. Garages are to be used for parking vehicles only and shall not be converted for storage, living or recreational activities.
4. Garage doors are to be kept closed except when vehicles are entering or exiting the garage.
5. Guest parking is allowed on the public streets within the community. The City of San Diego requires that vehicles of any type not be parked over 72 hours.
6. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, aircraft, or other vehicle or equipment shall be conducted in the Association, including all streets and garage entrances, with the exception of minor or emergency automobile repairs.
7. All authorized vehicles, motorcycles, mopeds and bicycles within the Project must be operable and possess a current license and registration. Parking of motorcycles, mopeds or bicycles are prohibited on Common Areas, sidewalks, unit entrances, and front yards within the Community.
8. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and speaker equipment contained therein. All motor vehicles must have adequate muffler and exhaust systems. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb Owners/Residents of the Community.

9. No boat, dune buggy, golf cart, mobile home, commercial vehicle, recreational vehicle, recreational motor home, trailer of any kind, truck larger than one-half ton pick-up truck or which has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling shall be parked anywhere within the Community with the exception of emergency vehicle repairs, commercial deliveries and temporary parking to load or unload a vehicle. Temporary means no more than 12 hours.
10. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Community.

All vehicles parked in unauthorized areas or otherwise parked in violation of any of these Rules are subject to fines and/or immediate towing at the vehicle owner's expense. The Association is NOT obligated to provide any notice (including, but not limited to, a letter mailed to the Owner or a notice posted on the vehicle) to a vehicle owner and/or a unit Owner/Resident before the vehicle is towed and/or an Owner is fined or penalized due to violations of the Association's Parking Rules and Guidelines.

J. SIGNS

Commercial, political and similar signs, may be erected or maintained within the Community as follows:

- (a) Signs required by legal proceedings,
- (b) Residential identification signs,
- (c) One "for sale" or "for rent" sign of reasonable dimensions, per unit,
- (d) One security service company sign of reasonable dimensions, per unit, and
- (e) For rules regarding the use of political and/or noncommercial signs, please refer to Exhibit "A" attached hereto.

K. TRASH

1. Trash, garbage or other waste shall be kept only in approved sanitary containers, properly closed.
2. No trash or debris is to be left in any area that is visible to others, such as walkways, decks, patios, or common areas.
3. Compliance to all city ordinances regarding recycling is required.

L. HAZARDOUS ACTIVITIES

1. No hazardous, toxic or contaminated materials shall be stored, placed or used in the Community.
2. Nothing other than natural rainwater may be discharged into the Community's storm drain system.
3. Toxic chemicals or hydrocarbon compounds, such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, and such other fluids shall not be discharged into any street, public or private, or into any storm drain or storm water conveyance systems.
4. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatment shall meet federal, state, county and city requirements as prescribed in their respective containers.
5. No open fires shall be lit or permitted within the Community, except in a contained barbecue unit while attended and in use for cooking purposes.
6. Activities or conditions that endanger the health or safety of others are prohibited.
7. Nothing shall be done or kept in any unit or on the common area that will increase the Association's rate of insurance or cause it to be canceled.

M. MISCELLANEOUS RULES

1. Damage to Common Areas within the Community is prohibited. Any damage shall be charged back to the owner. Owners are responsible for the damage caused by the conduct of their tenants, guests or other residents.
2. No owner has the right to alter, paint, decorate, remodel, landscape or adorn any part of the Common Area.
3. No improvement shall be allowed to fall into disrepair so as to adversely affect the Community or any other unit.
4. Only curtains, drapes, shutters or blinds may be installed as window coverings. No aluminum foil, reflective materials, paint, newspaper, sheets or similar covering shall be applied to the windows or doors of any dwelling. All window coverings shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Condominium.
5. No window, wall or roof air conditioning units other than those initially installed by the builder shall be permitted if such units are visible from any portion of the

property or any other property in the vicinity of the Community. Locations for installation may be established the Architectural Guidelines and by the Board, and must be approved.

6. Any exterior electrical, gas or other artificial lighting permitted to be installed must be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb other residents.
7. No outside drying of clothes shall be permitted unless screened by fence, hedge or shrubbery, which screening and the adequacy thereof shall be subject to the approval of the Board or the Committee.

N. PROCEDURES FOR ENFORCEMENT OF THE RULES & REGULATIONS

The Board of Directors is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, By-Laws, and/or Rules and Regulations. Enforcement of the governing documents depends on the participation and cooperation of all Owners, lessees and guests of the Admiralty Row and Beacon Point Homeowners Association.

1. Reporting of Violations.
 - a) Violations may come to the attention of the Association through homeowner written complaint or through visual observations by one or more Board members or by the management representative.
 - b) All complaints must be submitted in writing to the Board of Directors in care of the management company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation.
 - c) Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.
 - d) Complaints will be held in confidence to the extent permissible by law, however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.
2. Violation Notification.
 - a) First Notice. Upon observation of a violation or receipt of a written complaint, the Board may direct the management company to send a

violation letter. The management company will send a written "friendly reminder" (the "First Notice") to the offending Owner of record at the Owner's last known address and, if the unit is rented, to the tenant. The First Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date.

- b) Second Notice. If the violation is not corrected by the date set forth in the First Notice, the management company will send a second formal written notice of violation (the "Second Notice") to the offending Owner of record at the owner's last known address and, if the unit is rented, to the tenant. The Second Notice will again describe the nature of the alleged violation and request correction of the violation by a stated date. The Second notice will also advise that, if the violation is not corrected, the Board will schedule a hearing for the homeowner to address the Board regarding the alleged violation at which monetary fines and penalties may be imposed, including the revocation of membership rights.
- c) Notice of Hearing. If the violation is not corrected by the date set forth in the Second Notice, the management company will send a formal written Notice of Hearing to the Owner/tenant scheduling a Board hearing on the violation and advising the Owner/tenant that monetary fines and penalties may be imposed. The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed with the Management Company, and to the tenant at the tenant's address within the Association community, at least fifteen (15) days before the proposed date of hearing on the alleged violation. The notice shall contain the following:
 - i.) An explanation in clear and concise terms of the nature of the alleged violation.
 - ii.) A reference to the provision(s) of the Master Association Documents which the Member is alleged to have violated.
 - iii.) The date, time and place of the hearing.

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

3. Hearing Procedures

- a) If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Third Notice (the "Hearing"). The Hearing will be held regardless of whether the Owner and/or tenant attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the revocation of membership rights in accordance with the governing documents. Any determination made by the Board is binding notwithstanding the absence of the Owner and/or tenant
- b) At the hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If an accused Owner fails to take the opportunity to be heard, the Board will decide the case on the facts presented in the written complaint(s) or on other pertinent oral or written evidence presented to the Board of Directors.
- c) The Board will make a determination as to whether a violation was committed. If the Board determines that a violation was committed, the Board can impose reasonable monetary penalties and/or discipline against the responsible unit Owner as provided for in the Declaration.
- d) If the Owner/tenant has corrected the violation, the Board will not impose any monetary fines or penalties and will close the complaint or violation procedure. If the Owner/tenant continues to be in violation, the Board will determine what sanctions are appropriate.
- e) If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery of first class mail, within fifteen (15) days following the action.

4. SUSPENSION OF PRIVILEGES AND MONETARY PENALTIES

Should the Board find an Owner (and/or his guests, residents, or tenants) in violation of the Association's Governing Documents (including, but not limited to, the Declaration, By-Laws, Articles and/or Rules), after reviewing the evidence presented at a hearing, pursuant to the guidelines set forth in the Association's Declaration and By-Laws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- a) Monetary fines;
- b) Suspension of an Owner's right to vote on all Association business;
- c) Removal of any non-conforming structure or improvement;

- d) Special Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

5. FINE SCHEDULE

The Board may impose monetary penalties in the amount of \$50.00 and may also rule that additional fines, in accordance with the adopted (graduated) fine schedule stated below, be automatically imposed for each month or for each portion of a month that the violation continues without the need for further hearings on the violation.

First Fine:	\$ 50.00
Second Fine:	\$100.00
Third Fine:	\$150.00
Subsequent Fines/Legal Action:	Per Decision of the Board

All fines, including special assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the unit. Any and all fines shall be billed to the Owner's account at the Association.

The Association reserves the right to use any avenue of the legal system to enforce the Governing Documents against an Owner, including the collection of any fines imposed against an Owner for violating the Governing Documents.

O. ATTACHMENTS

- 1. Violation Complaint Report Form

**MONTELOMA HOMEOWNERS ASSOCIATION
VIOLATION COMPLAINT REPORT**

Name: _____

Address: _____

Daytime Phone number: _____

DETAILED DESCRIPTION OF INCIDENT:

(Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent).

IF POSSIBLE, give name and phone number of any potential witness:

1. _____

2. _____

Were any photographs taken? Yes No By whom? _____

Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

Date Signed

Printed Name

Walters Management
Attn: Community Association Manager
9665 Chesapeake Drive, Suite 300
San Diego, CA 92123
(858) 495-0900

P. EXHIBIT “A”

1. Political and Non-Commercial Sign Policy

Monteloma Homeowners Association

RULES FOR POSTING OR DISPLAYING POLITICAL AND/OR NONCOMMERCIAL SIGNS, POSTERS, BANNERS, AND/OR FLAGS

Effective November 17, 2022

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- b. Members are prohibited from posting or displaying any political and/or noncommercial sign, poster, banner, and/or flag in any part of the Association's Common Areas.
- c. A political and/or noncommercial sign, poster, banner, and/or flag may be made of paper, cardboard, cloth, plastic or fabric. It may not be made of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.
- d. Members are prohibited from posting or displaying any political or noncommercial sign or poster that is more than nine (9) square feet in size (i.e. 3'x3'), and any flag or banner that is more than fifteen (15) square feet in size (i.e. 3'x5').
- e. Members are prohibited from posting or displaying any sign, poster, banner, or flag that is obscene, offensive, lewd, incites violence, and/or constitutes fighting words in the community.
- f. Members are prohibited from posting or displaying more than one (1) political sign, poster, banner, and/or flag per candidate and/or initiative on their separate interest property.
- g. Members are only permitted to post political signs, posters, banners, and/or flags for candidate names currently running for office/position at the time. Past or future candidate support is not permitted.

II. Time Limits for Displaying Political Signs, Posters, Banners, and/or Flags

- a. A political sign, poster, banner, and/or flag relating to a candidate for election to public office or to the initiative, referendum, or recall process may not be posted or displayed prior to ninety (90) days before an election and must be removed within fifteen (15) days following the election (which shall mean the date in which the election polls close), unless a local ordinance imposes a more restrictive period of time.