VILLA ANTIGUA HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to section 12956.1 of the government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

VILLA ANTIGUA HOA
POLICY RESOLUTION NO. 05†
Architectural Change Guidelines

WHEREAS, Article III § 3.5 (b) Operating Rules, of the Declaration of Covenants, Conditions and Restrictions gives the Board of Directors powers to adopt reasonable rules and restrictions, and

WHEREAS, CA Civil Code § 5310(a)(10) requires that the association must issue a summary of requirements for approval of any architectural or physical changes made by homeowners to their unit, and

WHEREAS, any procedures shall be made pursuant to CA Civil Code §4765 and §4765(c) which requires that these procedures be distributed annually to homeowners, and

WHEREAS, it is the intent that these rules shall be applicable to any violation of the governing documents by an owner/member, tenant of a member or guest of a member; this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT this resolution will supersede and consolidate all previous related resolutions, and that the following architectural changes require prior written approval by the Architectural Control Committee and/or the Board of Directors:

- All requests for any change or installation, such as those listed below, that will directly affect the exterior of the unit or common area, or may be seen from the common area, must be submitted to the Association Manager on an **Architectural Request for Change (ARC)** in order to obtain approval prior to beginning work. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie board attributed to any installation.
- An Architectural Request for Change (ARC) must contain complete information including: building permits, if required; contractor's name, license number & proof of insurance; all plans, specifications, drawings, blueprints, brochures; and are to be submitted at least seven (7) days prior to the next Board meeting. If property lines are involved, the property setback and plot map must be included. **Contact the Association Manager at 858-268-0929 via e-mail at office@villaantiguahoa.net with any questions or to obtain an ARC form.**
- The ARC obligates the homeowner to obtain any necessary building permits; to accept responsibility for any water intrusion or other damages done, and/or any costs or losses incurred that may be attributed to installation; and also to accept responsibility for any subsequent maintenance, repair or changes related to installation**. To find out if your project needs a permit, call the City of San Diego (619) 446-5000.**

1. **Gates:** Black wrought iron gates at privacy walls. The Association will maintain original gates. Homeowner becomes responsible for repair and painting if the original gate is or has been replaced.
2. **Rear or Side-yard Fencing:** All fences must be free standing and must NOT be attached to the unit or to any common privacy wall. Fence installations must be 6 feet or less in height, and of one of the following materials:
   a. Cedar: natural wood, 6" or 8" dog eared fence boards, 4"x4" galvanized posts, staining of painting must obtain HOA approval
   b. Vinyl-coated chain link fence framed with cedar or coated metal: black or green
   c. Wrought iron: black or green
   d. Vinyl or composite material: natural wood color, almond, beige (NOT white)
   e. Glass may be used for rear fencing only
   f. HOA Shared Fences: Specs must match those in line item #a, finished side must face the common area
3. **Patio Slabs & Walkways attached to unit:** materials may include concrete, brick, tile pavers, concrete & redwood headers, colored concrete, stamped concrete.
4. **Patio Decks attached to unit:** materials may include redwood, cedar, or high-quality composite.

5. **Trellises attached to unit**: materials may include Douglas fir, cedar, or other engineered wood, painted to match existing wood trim OR high-quality composite aluminum alloy with wood embossed baked enamel finish, color to match adjacent surface.

6. **Retaining Walls & Planter Boxes attached to unit**: A City of San Diego Building Permit may be required for retaining walls over 3 feet high. Materials may include brick, block, stucco, slump block, wood, railroad ties, or adobe brick. Stucco walls should match the unit color. When built near the wall of neighbor's unit, there must be a divider at least 2" from wall so no dirt touches wall or covers weep screed.

7. **Landscape, Irrigation & Underground Drainage Systems**: Ask your Contractor if a City of San Diego building permit is required for in-ground lawn sprinkler installations. All drainage systems must drain to front of lot. All drain flow lines should slope a minimum of one percent, with core cut curb and gutter as required to drain to the street. No additional plants of any kind can be added to the front area outside the privacy wall. Trees and plants must be planted and maintained to avoid damage to property or adjacent properties as they mature. No vine type plants that will grow up the walls or encroach on neighbor's yard are permitted. Trees and plants with root systems that may cause damage to property, structural foundations and footings should not be planted.

8. **Windows, Sliding Glass Doors & Skylights:** Homeowners have the responsibility for the maintenance and upkeep of windows, sliding glass doors, French doors and skylights. A City of San Diego building permit may be required. Window or sliding door frames may be metal or vinyl (color: almond or tan not white). Upper floor slider door installation requires additional proof that the pan sill flashing has been inspected and determined it is in an acceptable condition. If the sill pan is unserviceable and fails to transition and terminate the waterproofing system into the door, it must be replaced. An inspection will be required by HOA personnel to verify the condition of the pan sill flashing. See management contractors guidance sheet. Skylight frames and transparency must be bronze in color. French doors must have prior approval from the board. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco, balcony decks or Hardie board attributed to installation.

9. **Yard/Patio Accessories:** No items may be attached to the unit or privacy walls without prior Board approval. No items may be placed in the front area outside of the privacy wall. **A freestanding/detached item within yard does NOT require Board approval.**

10. **Patio Covers & Roof Overhangs attached to unit**: A City of San Diego building permit may be required if the structure is <u>more</u> than 300 square feet, or higher than 12 feet above grade. Structure to be constructed to match the unit in style and materials. Structure may not encroach into adjacent yards. Awnings and exterior shades are subject to Board approval. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation. **Corrugated plastic covers are prohibited.**

11. **Front Doors:** Picture must be submitted of replacement doors. Color must be approved.

12. **Screen & Security Doors:** Picture must be submitted of screen or security door. **Color:** Black, brown, dark bronze or almond, NOT white. Any screens attached to front gate must be black.

13. **Exterior Light Fixtures attached to unit:** Picture must be submitted of replacement fixture. Color may be black, dark bronze, brass, or brushed nickel, NOT white. Use of motion sensors is OK.

14. **Gutters/Downspouts:** Homeowners have the responsibility for the maintenance and upkeep of gutters/downspouts. Colors to match adjacent surface of stucco, fascia or Hardie Board.

15. **Venting:** Must be painted the color of the adjacent surface.

16. **Solar Installations:** All installations of roof-mounted photo voltaic or heating units must be consistent with Federal and California State Civil Code, section 714 Guidelines. No trees or shrubs may be cut except on said owner's property. Any penetrations in the stucco or Hardie Board must be sealed, and any exposed electrical conduit or wires should be encased in conduit compatible with California code and painted to match the adjacent surfaces. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation.

17. **Room Additions & Remodels:** Additions or remodels are to be constructed to match the unit in style and materials and be in accordance with submitted plans. The homeowner should obtain, in writing, adjacent unit owners' approval for remodel and present copy to the Board. A copy of the building permit and the final approved City inspection must be furnished to the Board. Construction must be completed within ninety- (90) days of commencement.

18. **Central Air Conditioning**: Placement of unit must be pre-approved. Any penetrations in the stucco or Hardie Board must be sealed, and any exposed electrical conduit or wires should be encased in conduit compatible with California code and painted to match the adjacent surfaces. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation. **Window units are prohibited.**

19. **Roofs, Roof Jacks and Fascia:** Homeowners have the responsibility for the maintenance and upkeep of the roof, roof jacks, and all fascia, including painting. For certain installations, a City of San Diego building permit is required. See Specifications in Association Office for types and colors of shingles that are acceptable. All installations must follow the most recent Uniform Building Code adopted by the City of San Diego. Contractor must provide insurance certificate showing homeowner and association as additional insureds.

20. **Satellite Dishes & TV/Video Antenna**: Size must be 36" or less in diameter or diagonal measurement. Whenever reasonably possible, every effort shall be made to ensure that it cannot be seen from the street and is screened from adjacent properties. Any penetrations in the stucco or Hardie Board must be sealed, and any exposed electrical conduit or wires should be encased in conduit compatible with California code and painted to match the adjacent surfaces. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation. Installations must follow Federal, State, Local laws.

21. **Garage Doors:** Homeowners have the responsibility for the maintenance and upkeep of garage door. The door must meet the following specifications:
    a) 24-gauge steel sectional garage door
    b) Color: New Replacement garage doors after April 2015 may be Almond or match the unit paint color scheme with architectural approval.
    c) Four horizontal and four vertical panels ONLY
    d) Windows with plain or opaque glass are acceptable.
    e) No reflective tints or window coverings of any kind are permitted.

22. **Signage/Flags: Board approval is NOT required if adhering to these rules:**
    a) No sign of any kind shall be attached to the unit.
    b) Decorative plates or address numbers should be no larger than 12" x 18" and should NOT penetrate or be permanently attached to the privacy wall.
    c) "Beware of Dog" or "No Solicitors" signs may be attached to the front gate.
    d) Non-commercial signs or posters such as political, rent, sale, lease or security signs are to be freestanding, no higher than five feet off the ground or more than nine square feet.
    e) Non-commercial flags or banners are to be no more than 15 square feet in size.
    f) No more than two (2) or a combination thereof, signs or flags may be displayed at each property.
    g) Any flags or signs deemed to be in poor condition by the Board or Management must be removed or replaced when instructed.
    h) Per Civil Code §4710 signs, posters and flags displaying crude or offensive language or images, or fighting words, are prohibited.
    i) Campaign signs or flags may not be displayed earlier than 60 days prior to an election and must be removed 2 weeks after the close of the election polls.
    j) Holiday decorations and lights may NOT be permanently affixed to the unit or common walls. There should be NO penetration of stucco or Hardie board. Decorations can be displayed no earlier than four (4) weeks prior to the holiday with the exception of the winter holidays, which can be displayed the day after Thanksgiving. All decorations are to be removed within one week after the holiday, with the exception of the winter holiday decorations, which are to be removed by January 7th.

23. **Unit Color Scheme:** The Association is solely responsible to paint, maintain, repair and replace exterior building stucco, wood trim and other items such as caps on some unit privacy walls and rails on some balconies. *Hardie Plank Siding has replacing wood trim and has a 35-year warranty against termite and dry rot damage.* The color scheme, as adopted by the Board at the October 1998 meeting, is binding and mandatory. See specifications in Association Office & on website.

24. **Mailboxes:** There are two locking mailbox options available to owners to install without needing to go through the ARC approval process: Mailsafe Black, Large, Plastic, Locking, Post Mount Mailbox; Mail Boss: Mail Manager Street Safe Black Post-Mount Mailbox Gibraltar Mailboxes. The 3rd option is a higher security mailbox for which Architectural approval must be obtained. This is because a special post must be installed that can support the new mailbox. Neighbors must be in agreement For this option, neighbors must be in agreement to install if your share your post. If you elect to go with this 3rd option, you are accepting responsibility for the install of the improvement and all future maintenance & repairs. https://www.mailboss.com/shop/curbside-mailboxes/mail-manager-pro/

25. **Exterior Security Devices (Excluding Light Fixtures see item #13):** Picture must be submitted of proposed device. Color of device and any attached solar panel may be white or black. Any penetrations in the stucco or Hardie Board must be sealed, and any exposed electrical conduit or wires should be encased in conduit compatible with California code and painted to match the adjacent surface.

VILLA ANTIGUA HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS FOR THE ASSOCIATION CLUBHOUSE

HOURS: Monday through Sunday from 7:00 a.m. to 10:00 p.m.

CLUBHOUSE RESERVATIONS:

1. Reservations must be made through the Association Manager a minimum of ten days prior to the function.
2. Owner/Tenant acknowledges receipt of the Rules and Regulations governing the use of the Association Clubhouse. Owners/tenants and guests must comply with the Rules and Regulations. The Clubhouse must be left clean and undamaged. If the Clubhouse requires cleaning your account will be invoiced $75.00. If the Clubhouse is damaged in any way, your account will be invoiced accordingly.
3. An approved Reservation Form confirms the reservation. Homeowners' monthly assessment payments must be current.
4. All reservations must be made by the ***occupant*** of the unit. If a reservation is for a tenant, the unit owner assumes full responsibility and liability for the facilities.
5. All functions must be supervised by an adult – AT ALL TIMES.

USE OF CLUBHOUSE:

1. The Association Manager will update your Brivo Pass access to include the clubhouse on the day of your reservation.
2. Check the Clubhouse for damage upon arrival and report any damage seen by calling & leaving a message at the office or emailing the manager, or you will be held liable for the damage.
3. The use of music, live or recorded, shall be confined to a volume so as not to infringe on the rights of the residents of neighboring units.
4. **PLEASE NO** putting anything on the walls- **Use painter's tape NOT regular** tape, tacks, pins, etc. There will be Bulletin Boards and hooks that can be used when approved and arranged by the Manager.
5. Lighted candles or decorations that constitute a fire hazard are prohibited.
6. Maximum capacity of the clubhouse is **36**.
7. Any damage to the facility, furniture, etc., will be billed to the unit owner reserving the clubhouse.
8. The unit owner is responsible for any uninvited guests.
9. Use of the clubhouse is at your own risk. It is your responsibility to ensure all guests follow all city, county and state health guideline orders.

FOLLOWING YOUR FUNCTION:

1. Return all furniture to its original location.
2. Sweep &/or mop the floor, clean the countertops, tables, & refrigerator & the microwave. Empty waste baskets and remove trash. Empty the cupboards. **DO NOT FORGET THE BATHROOMS**.
3. Turn off all lights. **ENSURE ALL DOORS, INCLUDING DOOR FROM CLUBHOUSE TO RESTROOMS ARE FULLY CLOSED. Ensure sliding door & windows are all closed and locked properly.**

NO SMOKING ANYWHERE IN CLUBHOUSE

SWIMMING POOL/TENNIS COURT RULES AND REGULATIONS

POOL AREA

1. **Open: 7:00 a.m. to 10.00 p.m. Sunday through Saturday.**
2. NO CHILDREN UNDER THE AGE OF 14 ARE ALLOWED WITHIN THE FENCED SWIMMING POOL AREA UNLESS ACCOMPANIED BY AN ADULT 18 YEARS OF AGE OR OLDER.
3. Incontinent persons must not enter the water without waterproof pants.
4. The gates to the pool must be kept locked at all time. Upon entering or leaving the pool area, pull the gates locked behind you. This is a safety precaution, which must be followed.
5. Lifesaving equipment is to be used for emergencies only and is to be kept in its designated place when not in emergency use.
6. A shower is required before entering the water to remove suntan lotions, oils, etc. which are harmful to the pool and filtering system.
7. No running or horseplay is allowed inside the pool area at any time.
8. Only small flotation devices are allowed in the water.
9. Pets are not allowed inside the pool area at any time.
10. Only unbreakable beverage containers are allowed. No glass is allowed.
11. Guests must be accompanied by their sponsors at all times.
12. No radios or taped music is allowed in the pool area.
13. Leave the pool area in a clean and orderly manner.
14. The charge for replacing a pool key is $50 for the first time, $75 the second time, and subsequent replacement charges are $100.

JACUZZI

1. **Open: Same hours as the pool hours.**
2. Alcoholic beverages are not allowed in the Jacuzzi area.
3. Only unbreakable containers are allowed. No glass is allowed.
4. Guests must be accompanied by their sponsors at all times.
5. Pets are not permitted in the Jacuzzi at any time.
6. Running or horseplay is not allowed in the Jacuzzi area.
7. No tampering or adjusting the thermostat, clock or any mechanisms.
8. A shower is required before entering the water.
9. Children under the age of 14 are not allowed in the Jacuzzi at any time.
   No one under the height of 4'6" is permitted in the Jacuzzi.
10. Do not enter or exit the clubhouse from the Jacuzzi area.
11. No radios or taped music allowed in the Jacuzzi area.

TENNIS COURTS

1. **Open: 7:00 a.m. to Dusk Sunday through Saturday**
2. The tennis courts may be used for one hour for singles, one and a half hours for doubles and half an hour for practice- **when there are people waiting**.
3. Only tennis shoes are permitted on the courts.
4. The tennis courts are for tennis playing only.
5. No bicycling, skateboarding or roller skating allowed on the courts.
6. Guests must be accompanied by a valid card holding resident on the courts at all times.
7. No loud music.
8. Gates must remain closed and locked. Do not prop open gates for any reasons.
9. Pickleball is not permitted on the tennis courts.

NO SMOKING ANYWHERE
WITHIN POOL AREA, CLUBHOUSE, & TENNIS COURTS

Adopted 9/15/2026

VILLA ANTIGUA HOMEOWNERS ASSOCIATION
REVISED POLICY RESOLUTION No. 7 Pet Owner Responsibilities

WHEREAS, Article III -Section 3.7 (h) of the Amendment To and Restatement of Declaration of Covenants, Conditions and Restrictions charges the Board of Directors with powers and duties for establishing and enforcing rules, and regulations of the Association; and

WHEREAS, Article III –Sections 5.1(f and c) of the CC&R's specifically prohibit owners from annoying other owners or creating a nuisance and give the Board of Directors power to make rules relating to pets;

WHEREAS, to carry out such powers and duties for establishing rules and regulations; and

NOW THEREFORE, BE IT RESOLVED THAT homeowners and residents of the Association who own pets are to comply with the following conditions:

1. Animals are to be restrained or confined to the back yards of the unit at all times.
2. Vaccinations, licenses, and permits shall be obtained as required by law.
3. Animal premises shall be kept sanitary and shall not constitute a fly breeding reservoir, a source of offensive odors or of human or animal disease.
4. Animals and animal premises shall not be permitted to be an annoyance, a nuisance or a hazard.

AND BE IT FURTHER RESOLVED THAT:

1. Restrained shall mean that dog owners shall keep their dogs at all times on a leash or within an enclosed area of their property; to prevent them from being at large or astray, from biting or harassing any person.

2. committing a nuisance shall mean that no pet shall be allowed to defecate on public or private property other than the private property of the pet owner. Any and all defecation is the responsibility of the pet owner and is to be removed immediately and not allowed to create a hazard of any kind.

3. Being an annoyance shall mean harboring a pet in a manner that creates any frequent or long continued noise causing annoyance or discomfort to a reasonable person of normal sensitiveness in the vicinity.

Criteria defining a violation of the annoyance rule:

- Any animal noise that disturbs 2 (two) or more residents residing in separate residences adjacent to any part of the property on which the subject animal or animals are kept or maintained

- Or animal noise that disturbs three or more residents residing in separate residences in close proximity to the property on which the subject animal or animals are kept or maintained.

AND BE IT FURTHER RESOLVED THAT the Board of Directors may impose a fine and/or disciplinary action against the owner of the unit in which the pet resides for the violation of any provisions of this Resolution.

MINUTES: #308
ATTEST:
June 19, 2007

Ronald Moore,
President VAHOA

VILLA ANTIGUA HOMEOWNERS ASSOCIATION
REVISED POLICY RESOLUTION NO. 3
REFUSE COLLECTION

WHEREAS, Article III, Section 3.7 (h) of the Amendment To and Restatement of the Declaration of Covenants, Conditions, and Restrictions charges the Board of Directors with powers and duties for establishing and enforcing the Rules and Regulations of the Association; and,

WHEREAS, to carry out such powers and duties for establishing rules and regulation; and,

WHEREAS, there is a need to establish procedures for the collection of refuse and recyclables for residents;

NOW THEREFORE BE IT RESOLVED THAT the refuse and recycling procedure be as follows:

1. Automated refuse collection and curbside recycling are City of San Diego services which facilitates the collection of household trash and recyclables. The households in Villa Antigua Homeowners Association are provided with one 96-gallon automated refuse container and one 96 gallon recycling container, which must be used for trash and recycling to be collected. Automated collection trucks are equipped with specially designed arms that grasp, lift and empty the City-issued refuse and recycling containers. The containers are property of the City of San Diego. Customers are responsible for their upkeep and storage and for ensuring that they remain at the residence to which they were originally delivered. Do not take the container when moving.

2. Trash containers and recycling containers must be at curbside by 7:00 a.m. on collection day. The containers may not be put out earlier than 6:00 p.m. on the day before collection. All empty containers must be taken in by 6:00 p.m. the day of collection. All containers must be stored behind the front garden walls and in such a way that they are not visible from the street. No containers may be stored in the front planter beds.

3. Set the containers in the street with the wheels against the curb and handle facing your home. Make sure the container is at least three feet from all parked cars, mailbox posts, and any other containers.

4. Trash Containers: Fill the container with every day household trash. Do not place flammable materials such as paints, pesticides, pool chemicals, motor oil, or chemicals in automated containers. It is dangerous and illegal to toss these items in the trash or pour them down the drain. Do not place cigarettes, hot coals, or ashes in the automated containers unless thoroughly wet before discarding. Do not toss recyclable items in the automated containers.

5. Recycling Containers: Fill the container only with approved recyclables-corrugated cardboard, newspapers and inserts, clean mixed paper, metal cans (including empty aerosol cans), rinsed glass containers, and plastic bottles. Do not fill with unacceptable materials such as landscaping clippings, pool chemicals, pesticides, hazardous materials, scrap metal, oil, paint or poison cans, mirrors or windows, china, ceramics, crockery, light bulbs, plastic tubs, Styrofoam, or plastic toys. (This list is not exhaustive.)

6. Call (619) 235-2111 to learn how to safely dispose of hazardous wastes. Other refuse should be taken to a landfill. Call (619) 236-5660 for removal of dead animals. For further information regarding the city's refuse collection service, call 236-5660 and for information regarding the city's recycling collection service, call (858) 492-5060.

7. Refuse, including vegetation, landscaping trimmings, etc. is never to be thrown down the canyon, the embankment of Santo Road, or at the enc of the cul-de-sacs. This is in violation of the Uniform Fire Code and can result in initiation of legal action by the City of San Diego. The dumpsters are for the use of the landscape personnel and are not to be used by residents for their household trash.

AND BE IT FURTHER RESOLVED THAT the Board of Directors shall impose a fine and/or take disciplinary action against the owner of the unit/or whose resident violates any provisions of this Resolution.

Minutes #235 ATTEST: Check Brown President, Villa Antigua HOA

DATE: February 15, 2000

VILLA ANTIGUA HOMEOWNERS ASSOCIATION

RESOLUTION NO. 12 BOARD OF DIRECTORS HOME OPERATED BUSINESSES/HOME OCCUPATION

WHEREAS Article III, Section 3.7 (h) of the Amendment to and Restatement of the Declaration of Covenants, Conditions, and Restrictions charges the Board of Directors with the powers and duties for establishing and enforcing rules and regulations of the Association; and

WHEREAS the CC&R's, Article V. Section 5.1 (a) states: "No lot owner shall occupy or use his Dwelling, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence. No occupation, profession, commerce, trade, or other non-residential use shall be conducted in any portion of the project;" and

WHEREAS the CC&R's are twenty-five years old and impractical to enforce with regard to Article V. Section 5.1 (a), there is a need for the Board of Directors to clarify what is acceptable with regard to home businesses/occupation; and,

WHEREAS it is the intent of the Board of Directors to establish reasonable guidelines for home businesses/offices that generally, agree with San Diego Municipal Code Section 141.0308.

NOW THEREFORE, BE IT RESOLVED THAT, the following policy is established:

1. Home occupations are permitted only as accessory uses to a residential use.
2. The home occupation/business shall not result in the elimination or the reduction of required off-street parking.
3. Signs advertising the home occupation are not permitted.
4. Home occupations shall be conducted within an enclosed structure on the premises.
5. Materials or products associated with the home occupation on the premises must be stored within the enclosed structure.
6. The operation of the home occupation shall be consistent with permitted residential uses. It shall not create any conditions that amount to public nuisance, and shall not be detrimental to the residential neighborhood by causing, increased noise, traffic, parking problems, lighting, odor, or by violating any applicable ordinances or laws.
7. The resident of the premises shall not rent space to others in association with a home occupation.
8. Only a resident of the premises may engage in a home occupation on the premises.
9. All sales of products and the performance of all service or work that requires the presence of more than one partner, employee, or customer at a time shall take place off the premises.
10. Only one vehicle for business-related purposes is permitted on the premises or on any adjacent residentially zoned area. This vehicle may not exceed a one-ton carrying capacity and may not be a tow-truck.

AND BE IT FURTHER RESOLVED THAT, the Board of Directors shall impose a fine and/or disciplinary action against the owner of the unit for violation of any provisions of this Resolution.

Minutes #291
ATTEST: Anita Wood, President, Villa Antigua Homeowners Association

Date: September 20, 2005

VILLA ANTIGUA HOMEOWNERS ASSOCIATION
OPERATING RULES FOR ELECTIONS AND VOTING

SECTION 1 - GENERAL

These operating rules ("Rules") shall apply to all items legally requiring a vote of the membership as required by Civil Code section 5100, and any amendments thereto, including but not limited to, elections of directors, votes to remove one or more directors, votes on assessments that legally require a vote, amendments of the governing documents, grants of exclusive use of common areas, and such other votes as the Board determines should be conducted by secret ballot.

SECTION 2 - RIGHT TO VOTE

2.1 As described in these Rules, votes may be cast by members either in person, by proxy, or by mail-in ballot. The Association may not deny a ballot to any person who is a member of the Association at the time the ballots are distributed.

2.2 The Association may not deny a ballot to any person who has the general power of attorney for a member of the Association. Any person with a general power of attorney for a member must notify the Association and provide a copy of a valid general power of attorney to verify the person's right to vote on behalf of the member. If a ballot from a person with a valid general power of attorney which has been provided to the Association returns a ballot within the timelines established for the return of all ballots, the ballot shall be counted. (Civil Code § 5105(g))

2.3 The Association shall retain a voter list which shall include the name, voting power, and either the physical address of the voter's Residential Lot, parcel number, or both ("Voter List"). The mailing address for the ballot(s) shall be listed on the Voter List if it differs from the physical address of the voter's Residential Lot or if only the parcel number is used. The Association shall permit members to verify the accuracy of their individual information on the Voter List at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions on the Voter List to the Inspector(s) of Election who shall make the corrections within two (2) business days. (Civil Code § 5105(a)(7))

SECTION 3 - QUALIFICATION OF NOMINEES FOR DIRECTOR ELECTIONS

3.1 Only persons who are members of the Association may be a nominee for election. If title to a Residential Lot is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of being a nominee for election to the Board.

3.2 No member may be a nominee if the member, if elected, would be serving on the Board at the same time as another member who holds a joint ownership interest in the same Residential Lot and the other member is either properly nominated for the current election or an incumbent director.

3.3 No one who has been a member of the Association for less than one (1) year may be a nominee.

3.4 No member may be a nominee if that member discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code section 5806 or terminate the Association's existing fidelity bond coverage.

3.5 A member who is more than thirty (30) days delinquent in the payment of regular and special assessments (not including nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party) is not qualified to be a nominee. Likewise, a director shall not be more than thirty (30) days delinquent in the payment of regular and special assessments. A member shall not be disqualified for failure to be current in payment of regular and special assessments if either of the following circumstances is true:

3.5.1 The member has paid the regular or special assessment under protest pursuant to Civil Code section 5658.

3.5.2 The member has entered into a payment plan pursuant to Civil Code section 5665.

3.6 Prior to disqualifying any member from being a nominee, the Association must offer the member an opportunity to engage in internal dispute resolution pursuant to Civil Code section 5900 et seq.

SECTION 4 - NOMINATION OF DIRECTORS

4.1 The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a member.

4.2 The Association shall seek nominations for candidates for election by making available a "Candidate Nomination Form". All members desiring to run for a position on the Board of Directors or members who wish to nominate other members must complete the Candidate Nomination Form and return the completed Candidate Nomination Form and any accompanying candidate statement they wish to submit to the Association within the time prescribed on the Candidate Nomination Form. Candidate statements are restricted to 150 words in length. If nominating another member, that nominee's written consent is required and must be returned with the Candidate Nomination Form.

4.3 The Association shall retain a candidate registration list and shall permit members to verify the accuracy of their individual information on the candidate registration list at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions on the candidate registration list to the Inspector(s) of Election who shall make the corrections within two (2) business days. (Civil Code § 5105(a)(7))

4.4 The Candidate Nomination Form and/or the candidate statement submitted by each candidate may be posted on the Association's website, emailed to members who

have consented to receiving Association communications via email and/or posted on the Association's bulletin board. The Candidate Nomination Form and/or candidate statement submitted by each candidate may also be enclosed with the ballot for the election and mailed at least thirty (30) days prior to the meeting. Candidate Nomination Forms and candidate statements that are received after the time prescribed on the Candidate Nomination Form may not be enclosed with the ballot for election, emailed to members, posted on the Association's website or posted on the Association's bulletin board. The Association will not edit the content of these forms, but will publish a general statement of non-responsibility for the content of all published forms. Any candidate can request in writing that his/her form not be published as provided herein and the Association will honor any such request received prior to the date of publication of all forms if publication occurs.

4.5 Except as provided in Paragraph 4.4, no Candidate Nomination Form or other editorial or campaign material will be published on the Association's website or other Association media.

4.6 A member may nominate himself or herself as set forth in Paragraph 4.2, above.

4.7 Nominations for election to the Board of Directors may not be made from the floor during the meeting of the membership or the Board.

4.8 Write-in candidates are permitted.

SECTION 5 - USE OF COMMON AREA FACILITIES FOR CAMPAIGN PURPOSES

5.1 In each election of Directors, the Board may hold a candidate's forum in the Association's clubhouse prior to the election where members will be provided an opportunity to meet and ask questions of the candidates. All candidates known to be standing for election will be invited to attend the forum. Attendance by the candidates is optional.

5.2 All candidates for election and other members may reserve the Association's clubhouse or other Association facility to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the membership. All candidates and members will be provided an equal opportunity to reserve the Association's facilities for these purposes. Reservations can be made by contacting the managing agent. No fees will be charged to any candidate or member for reservation of any common area facilities to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the membership. All candidates or members reserving the common area facility are asked to leave the facility in a clean and undamaged condition.

SECTION 6 - VOTING BY SECRET BALLOT

6.1 Pursuant to Civil Code section 5100, elections regarding the following topics must be conducted by double envelope secret ballots pursuant to Civil Code section 5115: Assessments legally requiring a vote, election and removal of directors, amendments to the governing documents, the grant of exclusive use of common area, or

any other topic expressly identified in the Association's operating rules. The Board has the right to determine whether other topics requiring a membership vote will be conducted using double envelope secret ballots.

6.2 The Association shall provide general notice of all of the following at least 30 days before the ballots are distributed:

6.2.1 The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector or Inspectors of Elections.

6.2.2 The date, time, and location of the meeting at which ballots will be counted.

6.2.3 The list of all candidates' names that will appear on the ballot.

6.2.4 Individual notice of (1) through (3) above shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a member. (Civil Code § 5115(b))

6.3 Ballots may be submitted at any time from the members' receipt of the ballot until the announced deadline or any extension thereof as set by the Inspector(s) of Elections. Ballots returned by mail are to be returned to the address specified by the Inspector(s) of Elections and so noted in the balloting materials.

6.3.1 The Inspector(s) of Elections shall have the right to verify the member's information and signature on the outer envelope and to review the number of ballots collected prior to the deadline for voting and inform the Board of Directors of the number of ballots received. The Inspector(s) of Elections shall have the right to extend the voting deadline if there is an insufficient or possibly an insufficient number of ballots received. Voting envelopes shall not be opened as part of this review - only a review of unopened envelopes is allowed to verify the member's information and determine the total number of ballots returned.

6.3.2 Once cast, ballots cannot be revoked or changed, even if the member attends the meeting and seeks to change or withdraw his or her vote before the polls close.

6.3.3 The Board of Directors shall set a record date establishing those members entitled to vote on any ballot. Should the Board fail to set a specific record date, the record date shall be the date the ballot was posted in the United States mail.

6.3.4 In accordance with the governing documents of the Association, members shall be entitled to one vote per Residential Lot. Cumulative voting for directors shall not be permitted in any secret ballot for the election of directors.

6.4 Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered, or caused to be mailed or delivered by the Inspector(s) of Elections to every member at least thirty (30) days prior to the deadline for voting. For the election of directors, ballots and voting envelopes will also be distributed at the annual membership meeting. The Association shall generally use as a

model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including the following:

6.4.1 The ballot itself will not be signed by the voter, but will be inserted into an envelope that is to be sealed by the voter. This envelope is to be inserted into a second (outer) envelope that is sealed by the voter. In the upper left-hand corner of the second envelope, the voter must print and sign his or her name, address (either address within the community or mailing address), and Residential Lot or parcel number that entitles him or her to vote. The lack of a signature on the second envelope will not invalidate that ballot if the Inspector(s) of Elections is able to determine the member who submitted the ballot.

6.4.2 The second (outer) envelope is to be addressed to the Inspector(s) of Elections, who will be tallying the votes. The envelopes are to be mailed or delivered by hand to the address specified by the Inspector(s) of Elections.

6.4.3 Balloting materials not completed in accordance with the instructions on or accompanying the balloting materials may result in the ballot being declared invalid, as determined by the Inspector(s) of Elections. The Inspector(s) of Elections shall have the right to count ballots submitted by members failing to complete all of the above requirements so long as all ballots with similar defects are treated equally and so long as the Inspector(s) are able to verify that only one ballot per voting member has been submitted.

6.4.4 Only the official ballots distributed by the Association will be counted. Unofficial ballots will not be counted.

6.4.5 If a candidate whose name is on the ballot withdraws before the ballots are counted, the election will continue to go forward. However, the votes cast for a withdrawn candidate will not be counted.

6.5 Ballots shall be counted at a membership meeting or open Board meeting. Subject to reasonable restrictions established by the Inspector(s) of Elections to prevent interference with or intimidation of the Inspector(s) during the tabulation of the ballots, any candidate or other member of the Association may witness the counting and tabulation of the votes. No person observing the tabulation of the ballots may communicate with, interfere with, or in any way attempt to intimidate, harass or abuse the Inspector(s) or other person counting the ballots or assisting the Inspector(s).

6.6 Except as provided above, no person, including a member or employee of the Association or an employee of any management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

6.7 The candidate(s) receiving the highest number of votes shall be elected. In the event of a tie vote between candidates for the last position on the Board, the candidates subject to the tie vote shall agree to a coin toss as the means of determining the winner of the vote.

6.8 The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the meeting and shall be available for review by members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members or by posting it in the Common Area.

6.9 The Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) will be retained by the Inspector(s) of Elections or the Inspector's/Inspectors' designee for one (1) year following the date the Inspector notifies the Board and the membership of the vote result unless the Inspector is notified of some challenge to the election after the notification of the election result. In this case, the Inspector or its designee shall retain these documents for one year from that later date. Thereafter, the Inspector(s) of Elections shall turn over those election materials to the Association or its designated agent. At the conclusion of the three-year period established by Civil Code section 5210, those election materials may, at the option of the Board of Directors, be destroyed.

6.10 The mailed secret ballots described in these Rules, once received by the Inspector(s) of Elections, will serve to establish a quorum at any meeting of members.

SECTION 7 - PROXIES

7.1 Voting by proxy will be permitted in accordance with the provisions of the Bylaws, although the Board of Directors need not prepare and distribute proxy forms with the election or voting materials. The Association will continue to honor proxies submitted in accordance with the Bylaws. Proxies submitted to and accepted by the Association must conform to the requirements of the law. Proxy holders will be given a secret ballot to complete. Proxies will not be counted as secret ballots.

SECTION 8 - INSPECTORS OF ELECTIONS

8.1 The Board of Directors will appoint one or three Inspectors of Elections to oversee and certify the results of the voting. Inspector(s) of Elections are to faithfully perform their responsibilities so as to ensure that the announced results of the voting and/or election represent the true and honest votes of the members casting ballots.

8.2 Inspector(s) of Elections may not be Board members or a candidate for election or related to or reside with Board members or the candidates for election.

8.3 The Inspector(s) of Elections may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for compensable services other than serving as an Inspector of Elections.

8.4 Unless only outside consultants are engaged to serve as the Inspectors, at least one Inspector of Elections shall be a member of the Association, although all Inspectors of Elections may be members of the Association if so appointed by the Board of Directors. If not members of the Association, Inspectors of Elections may be compensated for their services. Members of the Association shall not be compensated for serving as Inspectors of Elections.

8.5 The Inspector(s) of Elections shall do all of the following:

8.5.1 Deliver, or cause to be delivered, and a copy of these Rules at least thirty (30) days before an election. Delivery of these Rules may be accomplished by either of the following methods: (1) posting them to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font, “The rules governing this election may be found here:” or (2) individual delivery.

8.5.2 Determine the number of memberships entitled to vote and the voting power of each;

8.5.3 Determine the authenticity, validity and effect of proxies;

8.5.4 Receive the ballots and determine the location to which all ballots are to be returned;

8.5.5 Hear and determine all challenges and questions to the balloting or election;

8.5.6 Count and tabulate all ballots;

8.5.7 Determine when the polls shall close;

8.5.8 Determine the results of the election or balloting;

8.5.9 Report the tabulated results of the election or balloting promptly to the Board of Directors; and

8.5.10 Perform such other acts as may be necessary to conduct the election or balloting in fairness to all members and in accordance with applicable law and all rules of the Association.

8.6 The Inspector(s) of Elections may appoint additional persons to assist in performing any of the above duties. Any such persons shall meet the qualifications for appointment as an Inspector of Elections.

8.7 The Board of Directors shall have the authority to remove and/or replace an Inspector of Elections at any time if an Inspector resigns or whenever the Board determines that an Inspector will not be able to perform his or her duties impartially in good faith, to the best of the Inspector’s ability, as expeditiously as is practical, and in a manner that protects the interests of all members of the Association, or if the Inspector ceases to meet the qualifications to serve as described above.

8.8 Inspector(s) of Elections shall have the authority to consult with the Association’s legal counsel in the event of uncertainties in the interpretation or application of Civil Code section 5100 et seq., these Rules, the Association’s governing documents or as might otherwise be necessary to ensure a fair election that complies with the law and the governing documents. All such consultations shall be protected by the Association’s attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors. Note, however, that neither the Inspector(s) of Elections nor

the Association's legal counsel shall disclose to others, including the Board, how a particular ballot was cast.

SECTION 9 - RECALL ELECTIONS

9.1 To initiate the recall of one or more directors or the entire Board, the Board must receive a petition signed by at least 5% of the Association's Members calling for a special meeting for the recall election. The recall petition signed by at least five percent (5%) of the Association's Members must also include the members' printed names and the addresses of their Residential Lot for verification purpose. Pursuant to Corporations Code 7510(e), a vote for a recall may also be initiated by the board.

9.2 Upon receipt of a valid recall petition, the Board will promptly appoint an Inspector(s) of Elections.

9.3 Within twenty (20) days of the Board's receipt of a valid recall petition, the Board will notice the Members of and will set the time, date, and location of the special meeting to hold the recall election.

9.4 The special meeting must be held between thirty-five (35) and ninety (90) days of the Board's receipt of the petition.

9.5 Any recall election as well as any election for the replacement directors must be conducted by secret ballot according to Paragraph 6.1. In an effort to avoid recalled directors remaining on the Board until replacement directors are elected, the election for replacement directors will be held at the same time as the recall vote. As such, the members will vote on two issues: (i) the recall of directors, and (ii) the replacement of directors. The Inspector(s) of Elections will tabulate the votes on the replacement of directors immediately following the recall vote, if the recall is successful.

9.6 Generally, when there is a recall election, it is desirable and often necessary to include an election of replacement directors on the same ballot as the recall vote. If the recall election is successful in whole or in part, the Association cannot be left without a functioning Board until a later election can be conducted. Given the statutory notice requirements for an election as outlined in these Rules, if the election to fill any vacancies created by a removal vote is not conducted at the same time as the recall vote, the Association could be left without a Board to conduct the necessary and essential business of the Association potentially causing great harm to the Association.

9.7 While Corporations Code section 7511(c) requires the Association to fix the date of the recall election not less than thirty-five (35) days, but not more than ninety (90) days after the Association's receipt of the request, the various notification requirements of Civil Code sections 5105(g)(4) and 5115(a)-(b) for the election of any replacement Directors make it difficult, if not impossible, for the Association to schedule the recall election meeting before the ninety (90) day deadline of Corporations Code section 7511(c). In an effort to meet the ninety (90) day deadline of Corporations Code section 7511(c), the Association may shorten the deadline to submit the Candidate Nomination Forms as needed to comply with the requirements of Corporations Code section 7511(c) for the recall election.

9.8 In order to curb a potential superfluous use of Association funds, a recall election may not be initiated against a Board member(s) if the targeted Board member(s)'s term expires within one-hundred (100) days from the date the Board received the recall petition unless the recall petition is petitioning to recall the entire Board.

9.9 The Association may facilitate the production of and pay for the cost of all recall election materials and the mailing of the same. If, however, a valid recall petition is received by the Board within twelve (12) months from the date of a prior recall election, whether the prior recall election was successful or not, the Association may facilitate the production of all recall election materials and the mailing of same, but the cost of the recall election will be borne by the petitioning party.

SECTION 10 - ELECTION CHALLENGES AND BALLOT RECOUNTS

10.1 The Inspector(s) of Elections shall, upon written request, make the Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) available for inspection and review by an Association member or the member's authorized representative should a member challenge the election or demand a ballot recount. Signed voter envelopes may be inspected but may not be copied pursuant to Civil Code section 5200(c).

10.2 Any recount will be conducted in a manner that preserves the confidentiality of the vote. To preserve the confidentiality of the vote, members will not be entitled to inspect the Inspector(s) of Elections tabulation documents or notes submitted to the Association.

10.3 Should a professional Inspector(s) of Elections act as the Association's Inspector(s) of Elections, the member or members challenging the election or demanding a recount of the ballot will bear the costs charged by the professional Inspector(s) of Election as a result of the election challenge and/or ballot recount. A professional Inspector of Elections is defined as an Inspector of Elections who may be compensated for their services pursuant to Paragraph 8.4.

SECTION 11 - MISCELLANEOUS

11.1 Other than the time frames set forth in Civil Code section 5100 et seq., the time frames stated in these Rules are guidelines, generally setting forth fair and reasonable procedures for the conduct of voting and elections. However, the failure of the Board or Inspector(s) to strictly adhere to these time frames will not invalidate any election or vote so long as the procedures used allow all members an equal opportunity to participate in the election or voting process and did not affect the results of the election.

11.2 At the discretion of the Board of Directors, the above Rules may be modified, delayed or repealed by the Board, in whole or in part, if the California State Legislature takes any action to change the content of Civil Code section 5100 et seq., which would affect said Rules.

VILLA ANTIGUA HOA
POLICY RESOLUTION NO 14
PARKING & STORAGE REGULATIONS

WHEREAS, Article V, Section 5.02 (a)(7) of the Bylaws & Article III, Section 3.5 (b) of the Amendment To & Restatement of the Association's CC&Rs grants to the Board the powers necessary to conduct the affairs of the Association; also the power to adopt reasonable operating rules that the Directors determine to be in the best interest of the Association, and,

WHEREAS, Article V, Section 5.1 (i) of the Amendment To & Restatement of the Association's CC&Rs directs the Board to adopt specific restrictions regulating the parking or storage of trailers, campers, mobile homes, trucks (other than standard pick-ups), boats, inoperable vehicles, noisy or smoky vehicles, off-road, and unlicensed motor vehicles or equipment, and,

WHEREAS, there is a need to adopt rules on Parking and Storage of all such vehicles and equipment throughout Villa Antigua Homeowners Association in Common Areas, homeowners drives, and on public streets, and,

WHEREAS, it is the intent that these rules shall be applicable to all owners, tenants, guests, or any other vehicles entering this Association, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors,

NOW, THEREFORE, BE IT RESOLVED THAT the following rules on parking and storage are hereby adopted by the Board of Directors:

1. The Board strongly encourages homeowners to park their vehicles within their two-car garage. However, the Board recognizes that many residents may have more automobiles than can be contained within a two-car garage. Therefore, any registered, operable passenger vehicles may also be parked in the homeowner's driveway or the public street in front of their own unit. *Villa Antigua Homeowners Association assumes NO responsibility for damage to vehicles while parked in any of these areas.*

2. All vehicles that are parked in driveways or public streets within Villa Antigua are required to be registered for regular use, with current DMV registration and tags, and must be in operable condition capable of driving on California streets and highways.

3. Parking on the sidewalks, lawns or front yards within Villa Antigua HOA is strictly prohibited and may result in having the vehicle towed at the owner's expense.

4. Parking in lots at Villa Antigua's Clubhouse or Tennis Courts is available on a temporary basis for residents and their guests while using these facilities and is not to be considered long-term parking. Any vehicle left long-term at these locations without prior approval from the Association Manager may be towed at the owner's expense.

5. **Driveways are NOT to be used for storage of any kind**. Vehicles such as automobiles that are non-functioning, work trucks, motorcycles, trail bikes, dune buggies, all-terrain vehicles,

snowmobiles, RVs, boats, trailers, storage trailers or any other motor vehicles (*whether covered or uncovered*) may be parked in the resident's two-car garage, **not** in the driveway.

6. Reasonable accommodations will be made for temporary placement of moving pods or construction materials and equipment, if approved in advance by the Association Manager, and limited to a length of time required to reasonably complete the associated task.

7. Vehicle Repairs - Villa Antigua recommends that homeowners avoid servicing or repairing vehicles in their driveways. Homeowners will be held responsible for necessary repair or replacement to their driveways if damaged.

- *San Diego Municipal Code, Section 86.0137 specifies it is unlawful to leave a vehicle on any street for the purpose of servicing or repairing such vehicle.*
- *San Diego Municipal Code, Section 131.0422 specifies that conducting an auto repair business in a residential zone is **not** permitted.*

IMPORTANT REMINDER: The City of San Diego will ticket and tow any unregistered or non-functioning vehicle parked in the street. The City of San Diego currently allows temporary parking of vehicles, camp trailers, or utility trailers on public streets. However,

- *San Diego Municipal Code 86.0118 specifies that any vehicle left standing upon a street in excess of seventy-two (72) consecutive hours is subject to ticketing and/or towing.*

Minutes #375
ATTEST:
February 25, 2014
Marti Gray, President
Villa Antigua HOA

VILLA ANTIGUA HOA
POLICY RESOLUTION NO. 09[1]
Rule Enforcement and Discipline

WHEREAS, Article V, Section 5.02 (a) of the Bylaws and Article III, Section 3.5 (b) of the Amendment To and Restatement of the Association's CC&R's grants to the Board the powers necessary to conduct the affairs of the Association and to make such rules as the directors determine to be in the best interests of the Association; and

WHEREAS, Article V, Section 5.02 (1) of the Bylaws and Article III, Section 3.5 (c) (d) of the Amendment To and Restatement of the Association's CC&R's grants to the Board the power to enforce rules and further grants the power to discipline members who violate those rules in Article VIII of the Bylaws and Article III, Section 3.5 (d) (1-6); and

WHEREAS, it is the intent that these rules shall be applicable to any violation of the governing documents by an owner/member, tenant of a member or guest of a member; this resolution will supersede any previous related resolutions and shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT, the following Enforcement and Discipline Procedures be established:

The following policies and associated fines constitute the enforcement procedures governing members of the Villa Antigua Homeowners Association who violate the rules, regulations, and agreements of the Articles of Incorporation, the Bylaws and the CC&Rs.

1. Written Complaint to Manager or Board Member - The Manager, a board member, homeowner, or tenant all have the authority to request that any resident or visitor cease or correct any act which appears to be a violation of Villa Antigua HOA rules and regulations. The request shall be made in writing and include the nature and approximate date of the violation. The request shall be addressed to the Association Manager.

2. Notice of Violation to Owner - The Manager will send a written explanation of the violation to the resident with a request to stop the behavior in a given time period. However, if a resolution or cessation of the seeming violation cannot be accomplished the following steps shall be undertaken:

3. Notice of Hearing - This notice is sent to the resident explaining that a fine shall be assessed if a resolution is not forthcoming and inviting the resident to a Hearing with the Board to explain why discipline should not be imposed. <u>The process must include:</u>

a. Notice of Hearing - To be sent by Manager at least ten (10) days prior to the meeting and delivered either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date,

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[1] AMENDED APRIL 2014

time, and place of the Hearing, the nature of the alleged violation for which a Member may be disciplined, or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that the Member has a right to attend and may address the Board at the meeting. The Member may request that the Hearing be in Executive Session.

b. Opportunity to Be Heard - Members have the right to send a letter, send a representative, or appear in person to present evidence as to why they should not be disciplined. Members also have the right to bring an attorney with them to advise them or to speak on their behalf.

c. Rescheduled Meetings - Upon presenting a timely, written request and for worthy cause, an alleged violator may be granted a continuance to a new hearing date.

d. Failure to Appear - In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.

e. Correction of Violation - In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.

4. Hearing Process - The homeowner shall come to the Hearing prepared to explain the situation and/or what steps are being taken to resolve it. -

5. Decision – Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision including any disciplinary action, such as imposition of a monetary fine or charges.

6. Fine Schedule - **In order to assess monetary penalties the Association must adopt and distribute to members with the annual policy statement a schedule of violations and corresponding monetary penalties.** (Civil Code §5850) See EXHIBIT A.

7. IDR - If the issue is not resolved, either the Member or the Board may invoke, in writing, a "Notice of Request for Internal Dispute Resolution" also known as "IDR" or "Meet & Confer". The Board or a representative of the Board shall meet informally with the member to discuss any dispute regarding an alleged violation of the governing documents. This process of informal dispute resolution shall be conducted in accordance with the Association's policy of Internal Dispute Resolution ("IDR"). There shall be no charge for a Member's participation in the Villa Antigua HOA "IDR" process.

8. ADR - If the issue is not resolved during the IDR process, the California Legislature has established a public policy that requires the use of Alternative Dispute Resolution (also known as "ADR" or "Arbitration or Mediation") before resorting to litigation. Either party may invoke the process. The Association and the Member-in-Violation will split the cost of the ADR process equally.

9. Litigation - If the issue is not resolved during the ADR process, litigation may be needed for final resolution.

[1] AMENDED APRIL 2014

EXHIBIT A

DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT

CHAPTER 10. Dispute Resolution and Enforcement
ARTICLE 1. Discipline and Cost Reimbursement
§5850. Monetary Penalties and Fine Schedules

d) An association shall provide a copy of the most recently distributed schedule of monetary penalties, along with any applicable supplements to that schedule, to any member upon request. [2012 - Based on former §1363(f)]

VILLA ANTIGUA HOA - FINE SCHEDULE

a) Fines are as follows for violations of the Governing Documents. If Violation is upheld by Board, notices will be sent after Hearing for as long as violation continues to exists. See Item 5 above.

Notice of Violation – no charge
1st Notice after Hearing - $25
2nd Notice after Hearing- $ 50
3rd Notice after Hearing- $100
4th Notice after Hearing- $300
Subsequent Offenses--$500 each

b) Failure to pay fines within thirty- (30) days may result in legal action.

c) Actual costs for any damages to common area and/or facilities including but not limited to the clubhouse, pools, tennis courts or tot lot, as well as attorney fees incurred by the association in obtaining compliance, are to be paid in addition to any fines.

d) The Association may pursue one or more disciplinary measures simultaneously. In addition to assessment of fines, the Board may suspend a Member's Association privileges such as voting rights, pool and/or tennis use and use of the clubhouse, not to exceed 60 days for each violation. The selection of one discipline does not preclude the Association's right to pursue others.

[1] AMENDED APRIL 2014