

RENTAL RESTRICTIONS DISCLOSURE

In 2011, the California Senate passed SB 150 which amends Civil Code §4740. Rent Restrictions.

(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the owner acquired title to his or her separate interest.

(b) Notwithstanding the provisions of this section, an owner of a separate interest in a common interest development may expressly consent to be subject to a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee, or tenant.

(c) For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the owner of all or part of the separate interest meets at least one of the following conditions:

- (1) Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.
- (2) Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

(d) Prior to renting or leasing his or her separate interest as provided by this section, an owner shall provide the association verification of the date the owner acquired title to the separate interest and the name and contact information of the prospective tenant or the prospective tenant's representative.

(e) Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

(f) This section shall apply only to a provision in a governing document or a provision in an amendment to a governing document that becomes effective on or after January 1, 2012.

Teatro Homeowners Association Information Booklet

(Created January 2005)

Revised June 2013

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INTRODUCTION

This information booklet was compiled for the Teatro Homeowners Association (HOA) for the sole purpose of protecting your property and making this a more pleasant place in which to live. Your cooperation is essential in accomplishing this purpose. Common sense and consideration for your neighbors are the keys to a successful community. Please read this booklet carefully and be sure your family, tenants, and guests understand and familiarize themselves with the contents.

How to Contact the HOA

The HOA may be contacted through the management company contracted by the HOA. For non-emergency requests, suggestions, or observations, contact:

360 Community Management
10769 Woodside Avenue
Suite 210
Santee, CA 92071

Phone: 619-270-7360
Email: bvik@360hoa.com

Handling Emergencies in the Teatro Community

Please report all emergency items to the management company immediately. Examples of emergency items are landscaping water leaks from broken pipes and destruction of common area property (like the gate).

The 24-hour emergency phone number for 360 Community Management is:
619-270-7360

Please follow the prompts for emergency services. Please provide all information requested as accurately as you can. Please comply with what they ask you to do.

This number does not replace the 911 emergency number for the protection of life and property provided by the police and fire departments.

Calendar of Business

Quarterly Meetings: HOA Board Meetings are held on a quarterly basis.

Agendas are provided at the HOA Board Meetings and are posted next to the mailboxes on the bulletin board prior to each meeting. To put an item on the agenda please contact the property management company. All owners are encouraged to attend. The meetings are usually held in an owner's home in the Teatro Community which will be stated on the posted agenda.

Annual Meeting: The Meeting of the Members is held annually in May, unless otherwise changed.

Notice of this meeting will be sent to all owners of record approximately one month in advance. It is most important that owners attend this meeting to ensure that a quorum is present to allow the business of the HOA to be conducted. If an owner is unable to attend, please submit the Special Proxy provided. Without a representation of 51% of the owners, the Meeting of the Members will have to be reconvened on another date.

Bi-Monthly Walk Through: The Landscape Committee meeting is held on a bi-monthly basis.

Committee members will do a walk-through of the community to ensure that adequate care is occurring to the community's common area landscaping and that homeowners are in compliance with the community governing documents.

Annual Business Activities: The business activities that will occur for the HOA annually during the course of a calendar year are listed as follows: Maintenance Study, Reserve Study, Budget Approval, Financial Audit, Insurance Review, Disclosure Report, Board and Committee Renewals and Resident Registration. Others will be added as necessary.

Board Meetings: Other than the Quarterly Meetings, the HOA Board may convene at other times to transact the business of the community.

Current Board Members: The HOA Board currently consists of five members that are Teatro homeowners.

The members of the Board are comprised of President, Vice-President, Treasurer, Secretary and Director.

Committees: Currently, the following four committees exist in the Teatro HOA: Parking, Rules & Regulations, Architecture, and Landscape. Contact the management company to get information or questions to the current committee members.

Governing Documents

The Teatro CC&R's, Bylaws, Real Estate Report, and Rules and Regulations are essentially the laws of the community. They are drafted to protect everyone's rights as homeowners on an equal and impartial basis. The purpose of the Teatro HOA is to protect and enhance the value of our community by ensuring that the common areas are maintained in an attractive manner and are available for the enjoyment of all members and to ensure that homeowners comply with the Teatro Governing Documents.

All owners should have in their possession copies of the Governing Documents which are comprised of Declaration of Covenants, Conditions and Restrictions ("CC&R's"), Real Estate Report, Bylaws, and Rules and Regulations. We urge you to read all of these documents since they set forth in complete and detailed form the rights, duties, and obligations of each homeowner and the Association; and they, along with this booklet, are the official documents that cover these rights.

Dispute Resolution

The Teatro governing documents provide guidelines for dispute resolution for the Board and homeowners. There are also California Civil Codes that deal with methods of dispute resolution within an HOA.

Renters & Guests

Owners are responsible for the activities of their tenants and guests and for ensuring that tenants and guests obey the governing documents and Rules and Regulations. Owners need to provide each new tenant with the CC&R's, Real Estate Report, Bylaws and Teatro Rule Book. Additional copies may be obtained for a fee by contacting PHOAC. A new Resident Registration form must also be completed and submitted to PHOAC for each new tenant within 30 days of such tenant occupying the home.

HOA Insurance

The Board has arranged for property and liability insurance for the HOA's real and personal property. Please contact the property management company for the name and phone number of the HOA insurance carrier.

This HOA insurance does not remove the homeowner's or renter's responsibility to carry for themselves the proper types of insurance coverage.

RULES AND REGULATIONS

COMMUNITY RELATIONS

- A-1 Nothing shall be done within the Association that may be or may become an annoyance or nuisance to the residents of the Association, or that in any way interferes with the quiet enjoyment of residents at any time. (CC&R 7.14)
- A-2 Owners are prohibited from destroying, removing or altering the landscaping in the Common Area, regardless of the condition of the plantings. (R&R 1)
- A-3 Littering of the Common Area is not permitted. (R&R 2)
- A-4 No portion of the Property shall be used for the storage of building materials, refuse or any other materials. (R&R 3)
- A-5 No consumption of alcohol or possession of open alcohol containers is permitted in the Pool, Park and Common Area.
- A-6 Each owner is liable for damage caused to the common area and for reimbursing the Association for any expense incurred in repairing or replacing items damaged by the owner, any occupant of the owner's unit, or guests.
- A-7 The Association has a policy of prosecuting anybody who vandalizes the property, including residents and guests. Report any vandalism to the El Cajon Police Department at: 911 (emergency), or 619-579-3311 (non-emergency).

NOISE CONTROL / QUIET HOURS

- B-1 Noise can be a problem at any time, and particularly during the summer months when windows are open.

Please be considerate of those living close to you and keep noise levels as low as possible.
- B-2 The Association has "Quiet Hours" defined as Sunday through Thursday from 8:00 pm to 7:00 am, and Friday through Saturday from 10:00 pm to 8:00 am. This needs to be adhered to while using the entire Common Area, including the Park, Pool, sidewalks, courtyards, and street.
- B-3 During Quiet Hours, any activities by residents, tenants or guests which disturb other residents are prohibited.

- B-4 It is the responsibility of parents to ensure that their children do not disturb other residents. Please remember that sound can be amplified by the close proximity of the houses.
- B-5 Radios, televisions, musical instruments, party activities, and other noise sources (including barking dogs, car horns, extended warming-up of car engines, etc.), must be restricted at all times to a level that does not disturb other residents.

VEHICLES AND PARKING

Guest parking is extremely limited. The intent of these rules is to prevent a few residents from utilizing the entire guest parking. Parking regulations will be enforced on a daily basis by a private patrol company, towing company, member of the Board of Directors, or authorized parking committee member(s). All questions, problems, and written requests for exception to any one of these parking rules should be directed to the Associations property management company.

The Board may establish additional regulations regarding parking. The Board must take into consideration the competing interests of owner parking and guest parking. The Board may take all actions necessary to enforce all parking and vehicle use regulations for the Teatro property including removing vehicles from the property that are parked in violation of community rules at the vehicle owners expense pursuant to California Vehicle Code Section 22658(a) (CC&R 7.8.4)

PARKING RULES SUMMARY

Guest Parking Locations:

- Single space in front of a unit garage.
- Marked spaces along the main street (Teatro Circle).

Overnight Guest Parking Use:

- Permitted up to 4 times within the same calendar month.
- “Overnight” – *Defined as the hours between Midnight and 6am each day (6-hour period)*

Permit Types:

- Red - Third or oversized vehicle permit (Resident) – *Requires registration*
- Temporary Parking Pass – *temporary, case-by-case basis*

Vehicle Storage:

- Storage of any car in a guest space in excess of 96-hours is prohibited.

Authorized Vehicles

- C-1 Defined as standard passenger vehicle(s) including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pick up trucks having a manufacturers rating of payload capacity of one (1) ton or less. (R&R 5, CC&R 7.8.1)
- C-2 Commercial vehicles are authorized for a period up to 4 hours, only when they are being used to actively service a resident unit, or when they are providing contract services to the Association. Commercial vehicles are not to be parked in a manner where they are left unattended during active servicing as described above.
- C-3 Authorized vehicles that are parked while displaying an invalid, and/or expired permit of any kind, are not exempt from parking regulations they otherwise might be if the displayed permits were still considered valid. Violators are subject to citation and/or tow away at the vehicles owner's expense.

Prohibited Vehicles

- C-4 Defined as recreational vehicles (e.g. motor homes, travel trailers, camper vans, vans with roof extensions, boats, off-road vehicles), Commercial type vehicles (e.g. stake bed trucks, tank trucks, dump trucks, tow trucks, pick up truck shells that extend ten inches above standard cab height, step vans, concrete trucks and limousines or any vehicle that displays print or decals that represent, advertise, or promote a business), busses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis or any other type of water vessel, vehicles that are manufactured exclusively for commercial/industrial use/application, any vehicle, including, but not limited to, standard passenger vehicles that display decals or other similar type logos that advertise or promote business (e.g. taxi cabs, work trucks), vehicles with flat tire(s) or missing parts which appear to render the vehicle unsafe, inoperable or illegal to operate on public roadways, vehicles parked on blocks, jacks or other lifting devices, any vehicle or vehicular equipment deemed a nuisance by the Board, vehicles that leak fluid and / or damage the parking area surface, vehicles that display expired registration with no valid proof thereof displayed, and any other vehicle not classified as an "authorized vehicle". (R&R 6, CC&R 7.8.2)
- C-5 If a vehicle qualifies as both an authorized vehicle, and a prohibited vehicle, then the vehicle is presumed to be a prohibited vehicle unless the Board expressly classifies the vehicle as an authorized vehicle, in writing. Prohibited vehicles may be cited and/or towed away at the vehicle owner's expense.

Vehicle Traffic

- C-6 All operators of motor vehicles, including motorcycles, within the development subdivision must possess a valid driver's license.
- C-7 All provisions of the California Vehicle Code must be adhered to at all times while operating any motor vehicle within the development.
- C-8 The maximum speed for any vehicle on the property is 10 miles per hour. Any vehicle observed traveling at a speed that appears to be greater than that which is deemed safe for conditions within the community, are considered to be in violation of community rules and regulations. Vehicles that "peel out" or "skid/screech" the tires will be considered to be exhibiting speed greater than the posted limit. Violations committed by either resident and/or guest may result in a fine to the homeowner.
- C-9 Mopeds and/or motorbikes are subject to vehicle code restrictions, including the requirement that both the motorcycle, and rider/operator, be properly licensed. Any type of motorized/electric vehicle must be ridden on the street only, except for disabled persons' vehicles. (R&R 1)
- C-10 All motorized vehicles shall be operated on paved streets within the project. For safety reasons, miniature motorized vehicles are not permitted to be operated on the streets, sidewalks, or driveways within the project.

Parking Areas

- C-11 Parking of authorized vehicles is permitted only in designated parking spaces/stalls within the community. Parking vehicles in "no parking" areas, fire lanes/red zones, within 15 feet of a fire hydrant, non-designated parking areas, and/or in a manner that obstructs other vehicles ingress, egress, or blocks the entry, driveway, sidewalks, and drive lanes, in any way that would impede access of any emergency vehicle, or disabled person(s), is prohibited. Violators may be cited and/or towed away at the vehicle owner's expense.
- C-12 Parking space use is limited to authorized licensed motor vehicles that fit within the confines of an individual space, and which do not damage or otherwise interfere with the use of the parking areas and sidewalks surrounding them. Violators may be cited and/or towed away at the vehicle owner's expense.
- C-13 Authorized motorcycles and mopeds must be parked in the owners/residents garage. Parking of motorcycles, mopeds, and/or bicycles on common areas grounds, streets, sidewalks, unit entrances, driveways, and front yards or vegetation areas is prohibited. Violators may be cited and/or towed away at the vehicle owner's expense.

- C-14 Authorized vehicles parked on the main street within the development must park adjacent to the curb with the right-hand wheels of the vehicle parallel with, and within 18 inches of, the right-hand curb. Violators may be cited and/or towed away at the vehicle owner's expense.
- C-15 No vehicle shall be left in an inoperable condition or in a manner that would constitute a fire hazard. Violators may be cited and/or towed away at the vehicle owner's expense.
- C-16 Oil/fluid leaks, spills, or any associated hazardous cleanup costs from any vehicle will be the responsibility of the homeowner. A leak or spill from a resident, guest or contractor of the homeowner or resulting from a delivery to the homeowner, will be the responsibility of the homeowner. Cleanup or repair cost will be billed to the homeowner if not satisfactorily remedied within 30 days. Vehicles that are parked for more than 24 hours, while actively leaking/dripping oil based fluid(s) onto parking surfaces, may be cited and/or towed away at the vehicle owner's expense.

Owner/Resident Parking

- C-17 Owner's/residents shall park in their units garage only, unless otherwise designated and/or permitted in writing by the Board of Directors. Violators may be cited and/or towed away at the vehicle owner's expense. (Real Estate Rpt, CC&R 7.8.3)
- C-18 Owners/residents are restricted from converting, or using garages for any use, other than vehicle parking. Garages must accommodate at least (2) two vehicles. (CC&R 7.8.3)
- C-19 An oversized vehicle does not relieve a homeowner or resident from their obligation to adhere to the rules and regulations of the Association regulating parking.
- C-20 Any owner/resident that has a third, or oversized vehicle, may apply to the board for (1) one conditional red street parking permit.
- C-21 All additional vehicles owned or operated by owners/residents must be parked offsite.

Conditional Red Street Parking Permit

- C-22 The Board may issue a "conditional" red street parking permit, at its discretion after first inspecting the garage of the owner requesting the permit, to ensure the owner and/or resident is parking (2) two vehicles in the garage, or after inspection of the oversized vehicle. A vehicle will not qualify as oversized if it will not fit in the garage as a result of any conversions, appliances, shelving, and/or other stationary items, and/or vehicles, being stored in the garage.
- C-23 There are a limited number of conditional red permits.

- C-24 Authorized Vehicles that display a valid conditional red street permit are permitted to park in a marked space on the main street on a first available basis. Vehicles that display a valid conditional red street permit are subject to enforcement action when not in full compliance with the Association's Governing Documents. Vehicles displaying valid conditional red street permits are not permitted to park in front of garages, or in other areas that are deemed to be prohibited.
- C-25 There is a monthly administrative monitoring fee that is charged to each owner upon approval, and issuance, of a conditional red street permit. The fee is currently set at \$30.00 per month.
- C-26 Obtaining a valid conditional red street permit from the Board of Directors does not guarantee, nor reserve, an available parking space within the community.
- C-27 Conditional red parking permits will only be issued to owners/residents in good standing in the Association (including, but not limited to, no rules violations, current on assessments, no Association's CC&Rs and / or other Governing Documents violations, etc.)
- C-28 Conditional red street permits that have been issued are subject to revocation if there is any failure on the part of the owner/resident to comply with the conditions of approval, and/or the Associations CC&Rs and/or other Governing Documents.
- C-29 A valid conditional red street permit can only be displayed on the vehicle it has been assigned/registered to. The use, and/or display, of expired or invalid conditional red street parking permits is not permitted. Violators may be cited and/or towed away at the vehicle owner's expense.
- C-30 Storage of vehicle(s) displaying a conditional red street permit is not permitted. Vehicles that are parked in a guest space on the main street in excess of 96 hours, without moving, are considered to be stored. Violators may be cited and/or towed away at the vehicle owner's expense.
- C-31 Authorized vehicles displaying a valid red street parking permit are not subject to any limits on the number of times the vehicle can be parked on the main street, within the same calendar month.

Guest/Visitor Parking

- C-32 Guest/visitor parking is located on the main community street, as well as the single space in front of each units garage. Authorized vehicles parked in a guest/visitor area/space, either with or without temporary parking pass displayed, will be considered to be a legitimate guest vehicle, unless otherwise determined by the Board of Directors.

- C-33 Owner's/residents are not permitted to park in designated guest parking areas/spaces, unless they are parked on the main street displaying a valid conditional red street parking permit assigned to the vehicle. Violators may be cited and/or towed away at the vehicle owner's expense.
- C-34 Only one guest vehicle is permitted to park in front of a unit's garage at any one time. Parking of more than one vehicle, at any one time, either one behind another, or side by side, is prohibited. Violators may be cited and/or towed away at the vehicle owner's expense. (Teatro Planned Residential Development and Teatro Condo Plan)
- C-35 Any space designated for guest/visitor parking shall be available to guest vehicles, or those displaying a valid temporary parking pass, on a first come, first available basis.
- C-36 Due to the very limited number of available guest parking spaces, the same guest/visitor vehicle, not displaying a temporary parking pass, is only permitted to park overnight in a guest/visitor parking area/space, **for up to four (4) times within the same calendar month**. "Overnight" is defined as the hours between Midnight and 6am each day (6-hour period). Vehicles that are observed to be parked overnight in guest/visitor parking in excess of four (4) times per calendar month, may be cited and/or towed away at the vehicle owner's expense.
Example:
- An authorized vehicle that was parked in the same guest / visitor space on February 23rd and February 24th, had parked two (2) times within the same calendar month (February).
 - An authorized vehicle that was parked in a guest / visitor space on August 5th and then parked in a different guest/visitor space on August 18th had parked two (2) times within the same calendar month (August).
- C-37 Any vehicle parked in a driveway cannot extend further than 20 feet from the face of the garage door, nor block access, visibility, ingress or egress to any other property or to the common area, must be fully operational, licensed, and display current registration, be capable of being driven on a public road or highway in full compliance with the law, and must qualify as a guest vehicle under the parking rules and regulations. Violators may be cited and/or towed away at the vehicle owner's expense. (R&R 4)

Temporary Parking Passes

- C-38 The board of directors and/or the property management company may issue temporary parking passes to residents, upon a resident's request. Temporary parking passes are available on an as "as-needed" basis, and are only valid for a limited amount of time. Temporary parking passes, when approved and issued, allow residents to park vehicles in guest/ visitor areas on a first come, first available basis.

Examples for when temporary passes may be approved include, but are not limited to:

- Home Remodeling
- Moving, etc...

- C-39 Only temporary parking passes obtained from the property management company and/or board of directors, will be considered valid. Hand written notes displayed on vehicles requesting exception(s) will not be accepted/honored as a valid exemption.
- C-40 Upon review, and if issued, any temporary parking pass may only be displayed on the vehicle the Board of Directors, and/or property management company has assigned it to. Temporary parking passes that are displayed on vehicles other than that which it was assigned to, are invalid. Vehicles displaying invalid, or temporary parking passes, are subject to tow away at the vehicle owner's expense.
- C-41 Storage of vehicles displaying a temporary parking pass is not permitted. Vehicles that are parked in a guest space on the main street in excess of 96 hours, without moving, are considered to be stored. Violators may be cited and/or towed away at the vehicle owner's expense.

Prohibited Activities

- C-42 No repair, maintenance or restoration of any vehicle shall be conducted on the Teatro property except within an enclosed garage, and only when the garage door is closed, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board of Directors if the Board determines that it constitutes a nuisance. Vehicles shall not be overhauled (which includes major engine repairs that cannot be done in one day). (R&R 2)

POOL USE

- D-1 The pool is the biggest liability the Association has in terms of the safety of our children and monetary liability. It only takes a minute for a child to drown.

The gate to the pool area must remain closed and locked at all times.

- D-2 Pool hours are:

9:00 am to 8:00 pm Sunday through Thursday 8:00 am to 10:00 pm on Friday and Saturday.

Minors (age 14 and under) must be attended by a responsible parent or adult (over 21).

D-3 In addition to the pool hours in Rule D-3, adults (over 18) may only use the pool for quiet swimming and exercise during the following hours:

7:00 am to 9:00 am Sunday through Thursday

8:00 pm to 9:00 pm Sunday through Thursday

7:00 am to 8:00 am Friday and Saturday.

No children are allowed in the pool area during these exercise hours. During quiet adult swim times, any noise which disturbs other residents is prohibited.

D-4 Your key must be used to enter the pool area. Climbing the fence or propping the gate open is not permitted.

D-5 Any resident has the right to require children who are not accompanied by a parent or adult (over 21) to vacate the pool area.

D-6 Children under 3 are not allowed in the spa at any time. Swim Diapers must be worn in the pool and spa if necessary.

D-7 Usual and customary swimming attire is required. Cut-offs or blue jeans do not meet this requirement.

D-8 Smoking is not permitted in the Pool area and all hairpins must be removed before entering the pool in order to protect pool machinery.

D-9 Water toys and water exercise equipment are allowed in the pool as long as they do not interfere with other residents' use of the pool. They must be removed from the pool area after use.

D-10 Baby strollers and disabled persons' vehicles are allowed in the pool area.

D-11 Bikes, skateboards, scooters (motorized or not), roller blades, and similar items are not allowed in the pool area.

D-12 Animals are prohibited in the pool area.

D-13 The pool and spa are available to Association members, guests, and tenants only. The pool and spa may not be reserved for exclusive use by any Association member.

D-14 The pool will be heated for nine months of the year, March through November. The standard for heating will be 84 degree Fahrenheit for the pool. There may be some variation during the warmer summer months. The spa will be heated year-round at a standard temperature of 103 degrees Fahrenheit.

Please be considerate of other residents when using the pool.

PARK USE

- E-1 The Park is for the enjoyment of all Teatro residents. Treat it with care and be sure it is left in the condition it was found. The Park is meant to be a place for quiet activities and as a pedestrian access path only.
- E-2 Parties, sports (such as soccer or baseball), and any activities with unreasonable noise levels are prohibited at the Park.
- E-3 Bikes, skateboards, scooters (motorized or not), in-line skates or similar wheeled vehicles may not be ridden in or through the park. The sidewalk is for pedestrian use, strollers and disabled persons' vehicles.
- E-4 Any activity that damages or has the potential for damaging the Park landscaping or surrounding homes is prohibited.
- E-5 There are two neighborhood parks within walking distance from Teatro. Albert Van Zanten Park is located on Greenfield Drive. Bostonia Recreation Center and park are located on Bostonia Street. Both of these parks are shared-use parks with the elementary schools next to them. The public is allowed to use both parks during non-school hours. Both parks have recreation activities. Please visit the parks for more information or contact the City of El Cajon Parks and Recreation Department.
- E-6 Pets may be walked through the park while on a leash. Pet owners must clean any mess made by their pet. Pets must have a leash on at all times in the Park.
- E-7 The Park may not be reserved for exclusive use by any Association member.

Please be considerate of other residents when using the Park.

COMMON AREA USE

- F-1 The vehicle speed limit on the street is 10 miles per hour. Watch out for children at all times.
- F-2 The purpose of the street is for vehicle traffic and parking. Any child playing in the street does so at his/her own risk and that of the parent. Children should be supervised by a responsible adult or parent at all times. Children shall wear helmets as required by law.
- F-3 Other street and sidewalk uses are defined as courteous playing, running, walking, bike and scooter riding, skateboarding, skating, and pet walking, all of which are allowed. Team sports and individual owners' street parties are not allowed.

- F-4 The HOA encourages neighborly interaction of all Teatro homeowners and tenants. And, on occasion, there may be a community event in the Common Area planned by the Board for your optional participation.
- F-6 No basketball standards or fixed sports apparatus shall be attached to any residence without Board approval. Portable basketball apparatus is permitted within an Owner's lot if it is placed inside the garage from 9:00 P.M. to 8:00 A.M. (CC&R 7.10.4, R&R 4)
- F-7 Residences shall be used for residential purposes only. Limited commercial use exceptions outlined are in CC&R 7.1. Commercial use of the residences that will impact traffic, parking or noise must be approved by the Board.
- F-8 Nothing may be done or kept in the Common Area that might increase the rate of or cause cancellation of insurance for the Association, or any portion of the Association. No owner may permit anything to be done or kept in his or her Residence that violates any law, ordinance, statute, rule of regulation of local, county, state or federal body, including laws, ordinances or statute pertaining to the use of storage of any hazardous, contaminated, or toxic materials. Owners are encouraged to contact the applicable agency regarding violations. (R&R 5)

ANIMALS

- G-1 No animals, livestock, or poultry of any kind shall be kept or bred in any Residence or elsewhere in the community. (CC&R 7.4, R&R 1)
- G-2 Not more than a total of 2 domestic dogs (no pit bull dogs or other dogs which threaten the safety of the Occupants shall be allowed under any circumstance) or 2 domestic cats are allowed to remain within any Residence. Should special circumstances arise, the Board of Directors may, from time to time, review and authorize requests that may deviate from the above. (R&R 2)
- G-3 Each Owner will be held responsible for any damage to the Common Areas, and other Owners' property due to his/her pet(s). (R&R 3)
- G-4 Residents are encouraged to work with other residents in case of a noise or other nuisance caused by pets within any of the Properties. The Board of Directors encourages residents to use the code enforcement section of the local government in obtaining compliance of noisy pets within any of the Properties. (R&R 4)
- G-5 Dogs must be leashed at all times within the community. Animals must be kept within an enclosure, or when outside of a residence on a leash held by a person capable of controlling the animal. (CC&R 7.4, R&R 5)
- G-6 Owners are responsible for cleaning up after their pets. (CC&R 7.4, R&R 6)

- G-7 The Board reserves the right to require owners to remove any pet that becomes a nuisance or that the Board determines to be a safety threat. (CC&R 7.4)
- G-8 Pet dogs and cats must be registered on the resident registration form annually.

ARCHITECTURAL CONTROL

- H-1 No sign, billboard, or other advertising device of any kind shall be displayed to the public view on any portion of the Properties, or on any public street abutting the Properties, without the prior written consent of the Board. (R&R 1)
- H-4 The only signs allowed are: a) one name or address sign per residential unit; b) a security services sign; or c) one “For Sale” sign. (CC&R 7.7)
- H-2 “For Sale” or “Lease” sign notices may be placed within a Lot but not upon any Portion of the Common Area. Such signs shall not be larger than 18” by 30” in size. (R&R 2)
- H-3 Signs other than Association approved signs will be removed from the Property. All signs must be properly maintained and replaced if damaged or excessively weathered. All signs must conform to the requirements of all applicable governmental ordinances. (R&R 3)
- H-5 The following outside installations are prohibited: clotheslines, exterior clothes drying, wiring, or machines. (CC&R 7.10)
- H-6 Patio coverings must be approved by the architectural committee. (CC&R 7.10) See CC&R 7.6 for antenna and satellite dish restrictions.
- H-7 Window coverings shall be of a neutral color harmonious with the color scheme of the exterior wall. Window coverings made of aluminum foil, newspapers, or any other contrasting material is prohibited. (CC&R 7.18)

TENANT RULES AND REGULATIONS

- I-1 The Owner shall have the responsibility to acquaint their tenants and guests with all governing documents of the Association, including the Rules and Regulations. (R&R 1)
- I-2 The Owner will, at all times, be responsible for his or her tenant’s or lessee’s compliance with all of the provisions of the Governing Documents and shall provide a copy of these documents to the tenant. (R&R 2)
- I-3 For the purpose of these Rules and Regulations, the tenant shall be defined as anyone in the possession of a Member’s residence in exchange for any sort of consideration, or at

the sufferance of the Owners. Any guest staying over 30 days is defined as a tenant. (R&R 3)

- I-4 Violations will be assessed against the Member, although the tenant or guest committed the infraction. (R&R 4)
- I-5 An owner may lease his/her Lot, provided that the Lot is leased pursuant to a lease agreement which is: a) in writing, b) for a term of at least thirty (30) days, and c) subject to all of the provisions of the Declaration. (R&R 5)
- I-6 The Owner's lease agreement shall provide that the lease is subject to the Governing documents and shall indicate that failure to comply with the Governing documents shall be a default under the terms of the lease agreement. (R&R 6)

PLACEMENT OF TRASHCANS

- J-1 Trash containers must be stored in your garage or in the private yard/patio of your home at all times other than the evening before and day of trash collection. Any other storage is a violation of the Association rules. (CC&R 7.12)
- J-2 For trash collection days, trash containers must be placed on the inside fire lane only and not in any parking spaces or blocking any driveways.
- J-3 Please label each trashcan lid with the owner's house address.

ENFORCEMENT

Any violation that is a violation of the Association Governing Documents or Rules and Regulations of the Association will be processed according to the procedures outlined herein. The Board encourages residents to work together in resolving violations. However, after residents have exhausted their efforts to remedy the situation without Board intervention, it is the duty and responsibility of each owner to notify the Association in written form of any violation impacting the Common Area. Owners are responsible for informing tenants and guests of rule violations.

Anonymous letters sent to the Board will not be recognized or responded to, especially in the case of identifying violations within the community. The party or person issuing the report must identify themselves to as to establish a point of contact for the Board. The Board will use care in keeping all reported violations confidential, however, cannot guarantee complete confidentiality. Witnesses are recommended. Writing down the date and a detailed description of the violation, as well as keeping a log of a continuing violation, if appropriate, is helpful to the Board when resolving problems.

Note: A violation is defined as an act in conflict with the Declaration, Bylaws, Rules and Regulations and Architectural Guidelines of the Association.

To begin this process, any owner may notify the property management company and they will communicate it to the Board of Directors.

360 Community Management, 619-270-7360, bvik@360hoa.com

When a violation is reported, a procedure such as prescribed by law shall occur as follows:

1. The Board shall send written notice to the owner. The notice will contain a description of the violation, a demand for correction of the violation, a time limit for compliance and instructions regarding response to the notice, which shall include a written reply that compliance has occurred, or notice of work in progress status or request for time extension.
2. If the violation continues or is repeated, the Board shall give the owner a second notice of the violation. The notice shall specify a date not less than fifteen (15) days in advance to appear before the Board of Directors for a fine hearing.
3. At the hearing, the Board shall allow the owner to present evidence and testimony as reasonable under the circumstances. If the Board concludes that the alleged violation occurred, the Board may impose monetary penalties, temporarily suspend voting and common area privileges or take any other action under its authority, however, will notify the owner of its decision within fifteen (15) days of the hearing date.
4. If the violation continues or is repeated, or if the response is otherwise unsatisfactory, the Board may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
5. If the violation continues, or is repeated, the Board may also refer the matter to the Association's legal counsel. If required by Civil Code section 1354, mediation or arbitration will be offered. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.
6. Under situations that require immediate attention, the Board, management company, or their agents shall request the participation of local Law Enforcement Agencies to perform enforcement duties involving conduct that may be in violation of civil or corporate codes and ordinances such as any of the following:
 - a) An immediate and unreasonable infringement or threat to the safety of neighboring owners and/or properties,
 - b) An immediate and unreasonable infringement or threat to the quiet enjoyment of neighboring owners and/or properties,
 - c) A traffic or fire hazard,
 - d) A threat of material damage to or destruction of the Common Area.

Schedule of Penalty Fees

Activities that are hazardous and threatening to the safety of neighboring owners and/or properties.	\$200.00
Vehicle and Parking Restrictions	\$150.00
Unauthorized Improvements to Property	\$150.00
Use Restrictions	\$100.00
Pet Violations	\$100.00
Any violation of the Bylaws, CC&R's, or Rules and Regulations not specifically mentioned.	\$100.00

Fines for continuing or repeated violations may be increased in \$100.00 increments at the discretion of the Board. A continuing or repeated violation is defined as more than one violation assessed to a residence within a twelve-month period. (R&R)

Three (3) or more violations assessed to a single lot in any twelve (12) month period may result in an additional fine of up to \$250.00 at the discretion of the Board. (R&R)

If the violation continues, or is repeated, the Board may also refer the matter to the Association's legal counsel. Mediation or arbitration will be offered if required by Civil Code section 1354. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees. (R&R)

Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse the Association for this financial obligation, by way of an Enforcement Assessment of Special Assessment. If, for example, a party damages a tree, or any other common property, repair and replacement costs will be charged to that owner.

CONCLUSION

This booklet is a short summary of the most important issues facing the HOA. When buying into this new development, much care was taken by the D.R. Horton's realtors to inform new owners of the pertinent rules to aide prospective buyers in their purchase decision. The main purpose of the HOA, to restate it again, is to protect your property, to maintain and increase the value of your home, and to make this community a pleasant place in which to live. The Board and Committee members welcome your input to this process.