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LAKE MURRAY TERRACE HOMEOWNERS ASSOCIATION

Rules and Regulations

Revised Date: January, 2013
Adopted: May 21, 2013

California Civil Code Section 782.5- Deleting Discriminatory Language in Documents

"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."

TABLE OF CONTENTS

Title	Page(s)
I. INTRODUCTION	3
II. HOMEOWNERS ASSOCIATION	3-4
III. GENERAL REGULATIONS	4-5
A. SWIMMING POOLS AND RECREATIONAL FACILITIES	5-6
B. PETS	6-9
C. PARKING AND VEHICLE OPERATION	9-11
D. APPEARANCE OF BUILDINGS AND GROUNDS	11-14
1. General Patio Rules	13-14
E. NOISE ABATEMENT	14-15
F. OTHER RULES	14-16
G. REPAIR AND MAINTENANCE; INSURANCE	16-17
VI. COMPLAINTS AND ENFORCEMENT	17-20
A. COMPLAINTS	17-18
B. ENFORCEMENT	18-19
C. FINE SCHEDULE	19-20

I. INTRODUCTION

This manual provides general information and rules approved by Lake Murray Terrace Condominium Association's ("Association") Board of Directors ("Board"). It is intended for the mutual benefit of all owners and residents. All members of the community are asked to cooperate to allow each owner and resident the full enjoyment of his or her home. Such compliance is necessary to keep Lake Murray Terrace a pleasant place to live and to prevent deterioration of living conditions and depreciation of property values. These rules are offered as a positive, rather than negative, contribution toward the improvement of living conditions. It is hoped that they will be received in a positive manner.

This manual is a supplement to the complex documents called the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and the By-Laws, which were established by the developer in compliance with the California Civil Code. It in no way replaces or changes the CC&Rs or By-Laws, but is an interpretation of the same and is specific where the CC&Rs and Bylaws are general. At times issues will arise which are not covered by this policy manual. The Board will deal with these issues as they arise.

This manual is effective from the date of its distribution to owners. Changes in the manual will be made as infrequently as possible and only when the Board or a majority of the owners feel that a change is necessary.

Please note that all persons within the project are required to abide by these Rules, the CC&R's and Bylaws.

Owners are not only liable for their own violations of the CC&Rs, Bylaws and/or the Rules, but are also liable for any violations by their tenants or other residents, family members, guests and invitees, as well as the family members, guests and invitees of their tenants and/or other residents. Any owner found directly or indirectly (i.e., through their tenant, family member, guest, etc.) in violation of these Rules, the CC&Rs and/or the Bylaws shall be fined in accordance with the Association's published Fine Schedule.

Owners are obligated to provide tenants with both a copy of this document and the CC&Rs at the time of lease/rental. Failure to comply with any rule or regulation found in this document and/or the CC&Rs, and failure to provide tenants with a copy of this document and/or the CC&Rs may result in a monetary penalty.

Owners are required to provide the Management Office with the name(s) and current telephone number of their tenant(s), in writing, and to provide an up-to-date completed signed Rules and Regulations Acknowledgement form from their current tenant(s) within (15) fifteen days of receiving this document.

II. THE HOMEOWNERS ASSOCIATION

Each legally recorded owner of a Lake Murray Terrace Condominium unit is a member of the Association and shares equally in the rights and responsibilities of membership.

Monthly Board Meetings are held in the Clubhouse at a time set by the Board of Directors. Notice of meeting times and the meeting agendas are posted on the clubhouse door at least four days before the meeting. Special meetings may also be held at the Board's direction in accordance with the Association's By-Laws. Copies of minutes from these meetings are available to owners through the management office at no charge.

The Management Office will maintain a roster containing the name, address, and phone number of each owner and resident. An up-to-date list of owners is essential for efficient management of the Association operations.

Members are required to notify the Management Office of changes of address, phone number, etc. in writing within 25 days of any change to the same. This information will be used only for conducting the business of the Association and will be kept strictly confidential.

Unit owners must provide the Management Office with a signed Rules and Regulation Acknowledgement Form any time they lease their unit. This form must be provided to the Management Office no more than fifteen (15) from the date a lease is signed.

III. GENERAL REGULATIONS

Generally, these regulations apply to the use of the Association's "Common Areas". All homeowners, tenants and guests are requested to assist in the enforcement of all the Rules and Regulations ("Rules") contained in this document, the CC&Rs and Bylaws. In cases where the Rules are not understood, please take the time to explain them courteously to fellow homeowners, visitors and tenants.

The "COMMON AREA" within Lake Murray Terrace, as defined in CC&Rs Article I, Section 1.5, consists of "the entire Property except all Units as defined in this Restated Declaration and as shown on the Condominium Plan." Basically, everything in the complex is Common Area except the inside of the "Units".

A unit consists of two (2) air space elements; the first element, designated on the Condominium Plan as "A", consists of a one story living area space within a two-story building, which is bounded by and contained within the interior finished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, including the surfaces so described, the portions of the building and improvements lying within said boundaries and the air space so encompassed. The second air space element of a Unit consists of those elements designated on the Condominium Plan as "P" for Patios or "B" for Balconies, the boundaries of which are described on the Condominium Plan. The following are not part of a Unit: bearing walls, columns, vertical supports, horizontal supports, floors, roofs, foundations, beams, central

services, pipes, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit.

A. SWIMMING POOLS AND RECREATIONAL FACILITIES

1. The days and hours of operation as established by the Board of Directors are posted in the swimming pool areas. The pools, Jacuzzi and sauna may be used only within the hours posted.
2. THE ASSOCIATION DOES NOT PROVIDE A LIFEGUARD SERVICE. All persons using the pool do so at their own risk.
3. No person under the age of 14 will be allowed in the pool areas unless under the direct supervision of an adult over the age of 18.
4. No glass containers of any kind, or any breakable bottles or containers, are permitted within the pool area.
5. Proper swimming attire must be worn at all times. Cut-offs, jeans, street clothing and undergarments are not permitted in the pool. Incontinent persons must wear protective rubber pants specifically designed for water-wear.
6. No running, diving or unsafe horseplay will be tolerated.
7. No skateboards, skates, bicycles, scuba equipment, boogie boards or hard balls are permitted in the pool or pool area.
 - a. Toys that are sold and marketed as pool toys, such as inflatable balls, diving sticks, inflatable rafts, snorkels, eye masks and pool games are permitted in the pool area as long as they can be safely used and they do not prevent other residents from enjoying the pool.
8. Radios, boom boxes, etc. (other than radios with personal headphones) are not allowed in the pool area.
9. Pool furniture is not to be put into the pool or removed from the pool area.
10. No foreign substance such as bubble bath, soap, beer, etc. may be added to the pool.
11. Entry into the pool area shall be exclusively through the gates. The gates cannot be propped open or left ajar. When entering or exiting the pool area, please make sure the gates are securely closed. Pool gates must be kept locked at all times. Climbing the fence surrounding the pool complex for any reason is not permitted.

12. No group or parties shall use the pool, sauna or Jacuzzi areas to the exclusion of other residents. These areas cannot be reserved.
13. NO PERSONAL BBQs ARE ALLOWED.
14. The swimming pool complex is for the exclusive use of resident owners and tenants, their families and guests. Guests must be accompanied by a resident owner or tenant at all times while in the pool area. Each unit may have up to (4) FOUR guests using these facilities at any one time without prior written permission from the Board or Management Office.
15. Keg parties are not permitted in any of the Common Area facilities, including the pool, sauna and Jacuzzi areas.

B. PETS

Pet Restrictions:

1. In addition to abiding by the following Pet Rules, residents must follow all San Diego City Pet ordinances.
2. Number of Pets: Each Unit is allowed to have up to two (2) pets. Under no circumstances shall any resident keep or maintain more than two (2) pets. One exception to this rule is fish kept within an aquarium.
3. Weight Limit: No resident may keep a pet which, when fully mature weighs more than thirty-five (35) pounds, except as may otherwise be permitted by the express written consent of the Board.
4. Prohibited Breeds: No owner will be allowed to keep or maintain a Prohibited Breed of dog in a unit or in the Common Area for any period of time. A Prohibited Breed of dog is defined as follows: Full or mixed breeds of Pit Bulls, Rottweiler, canid/wolf hybrid, or any canine breed with dominant traits of aggression present an unreasonable risk to the health and safety of an owner, tenant or guest are prohibited within a unit or the Common Area at any time and for any reason. In the absence of formal breed identification such as certification or documentation from such organizations as the American Kennel Club, a determination of majority breed may be performed and the Board may rely on same, by a licensed Veterinarian. Prohibited Breeds may not be maintained in the Common Area or unit regardless of behavior and are prohibited due to their dominant traits of aggression. Under no circumstances or conditions is a Prohibited breed of dog allowed to remain in a unit or the Common Area at any time.

5. Dangerous and vicious animals: The Board can prohibit the presence of any animal that is, in the reasonable opinion of the Board, dangerous, vicious, or a nuisance. This animal must be immediately removed from the Unit and not be allowed in the Unit or on Association Common Area.
 - a. The Board may direct a resident to remove and forever refrain from bringing an animal into the Unit or any portion of the Common Area:
 - That has at any time in the past, attacked a human being or other domestic animal.
 - Approaches any human being with aggression.
 - Terrorizes a human being.
 - b. Prior to ordering the removal of an animal, the Board will conduct a hearing to designate any animal as dangerous, vicious, or a nuisance. The resident and unit owner will be provided with a minimum of fifteen (15) days written notice of the hearing. The determination of the Board will be final and binding.
6. Grandfathering of existing pets: Residents that own dogs that do not meet the new pet rule qualifications, have 30 days from the approval of these new pet rules to submit a waiver to this policy and receive approval of waiver from the Board of Directors.
7. Visiting Pets: no more than two (2) visiting animals will be allowed within the Lake Murray Terrace HOA Community at any time and for no longer than thirty (30) days. Visiting animals must meet all qualifications of these pet rules.
8. No pets will be allowed in the pools, sauna or Spa areas.
9. Domestic dogs, cats, fish, rodents, reptiles, or birds may be kept as household pets within a unit, provided that they are not kept, bred or raised for commercial purposes. Rodents and birds must be kept inside cages that are appropriate for such animals.
10. Aquarium Restrictions: No resident shall maintain any aquarium or other container that contains or can hold more than 50 gallons of water.

Pet Treatment and Care:

11. Vaccinations, licenses and permits shall be obtained and kept current, as required by law. All dogs and cats must be tagged with the owner's name and address to prevent the pet from being considered a stray. Animal Control will be contacted if any pet is spotted within the complex without a tag. Pets are prohibited from running free in the complex at any time.

12. Pets shall be humanely treated at all times.
13. Pet premises shall be kept sanitary and shall not constitute a source of offensive odors, a source of disease, or a source of insect-breeding. Patios and balconies must be cleaned daily of any pet waste.
14. No food may be left outside a unit and/or in the Common Area to feed animals. Food attracts rodents, cockroaches, ants, etc.
15. Barking, whining or other pet noise which disturbs other reasonable residents is a nuisance. No pet may be kept within the community which causes a nuisance, annoyance, or dangerous behavior to residents. The Board may, in its sole discretion, order the removal of this pet.

Pet Exercise:

16. Dogs must be walked off the Lake Murray Terrace complex.
17. When walking their pet, pet owners are required to take along and use a "Pooper Scooper" or other device for picking up and removing feces. Pet owners shall prevent their pet from soiling any portion of the Common Area.
18. Pets in the Common Area: Pets shall be under the control of the pet owner and on a leash of no more than six feet in length at all times. Pets are not allowed to run free or be tied up to any trees, stakes, exterior buildings, pool areas, patios or structures. San Diego Municipal Code 44.0330: "NO DOG SHALL RUN AT LARGE WITHIN THE CITY LIMITS OF SAN DIEGO".
19. Under no condition shall animals be allowed on the roof of any building.
20. Cats must be kept inside the living unit and may only be the Common Area when on a leash held by a person. For their own safety and the comfort of all, cats are prohibited from roaming the complex.

Liability:

21. All residents must register, with management, any of their pets that are required to be vaccinated and licensed by the City of San Diego Code. The completed registration form must be provided to management within thirty (30) days of acquisition of the pet, and/or thirty (30) days after the approval of these pet rules.
22. Owner/Resident Liability: Each person bringing or maintaining a pet with the Lake Murray Terrace HOA community shall be solely responsible for the conduct of such

pet, including but not limited to, damage to the Common Area, damage to the property of other owners, or injuries to persons or other animals committed by their pet.

- a. Condo owners shall be responsible for all actions, injuries, damage or disturbance caused by their tenant's pet.

23. Association Not Liable: The Association, its Board of Directors, officers, employees and agents are not liable (whether by virtue of these Pet Rules or otherwise) to any condo owners, residents, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

24. Indemnification of Association: Any condo owner, resident or their respective invitees who maintain a pet within the Lake Murray Terrace HOA community, whether in compliance with or in violation of these pet rules, shall indemnify and hold harmless the Association, its officers, directors, employees and agents from any claim brought by any person against them for personal injuries or property damage cause by such pet.

25. Responsibility for action of Pets: Unit owners are responsible and liable for any personal injury or property damage cause by animals associated with their units. Owners and renters shall advise their tenants and guests of the pet policies and ensure that their guests comply with the policies.

C. PARKING AND VEHICLE OPERATION

1. Unit owners, their tenants or other residents, family members, guests and invitees, as well as the family members, guests and invitees of their tenants and/or other residents shall exercise extreme caution when operating vehicles on the streets and in the parking lots of the complex. The speed limit within the complex is 5 mph. VIOLATORS "Speeders" are subject to fines.
2. Operation of any vehicle (including bicycles, motorcycles and mopeds) in any area except the designated parking areas and streets is strictly prohibited. Parking areas have been provided. Call manager for details.
3. No vehicle may be operated on a sidewalk, lawn area or any other area not specifically designed for such operation. Violators will be fined.
4. In accordance with the CC&Rs, only "automotive passenger vehicles" may be parked within the complex. Oversize commercial trucks may not be parked within the complex except for brief periods while items are being delivered and/or service to a unit or Common Area is being provided.

5. Recreational vehicles, boats, trailers and oversized vans or trucks shall be restricted to designated parking areas.
6. Each unit has been assigned one deeded parking space within the complex. Additional spaces may be rented from the Association for a monthly fee, subject to availability.
7. Unit owners, tenants and other residents may only park their vehicles in their assigned space(s). Parking spaces shall only accommodate one motorized vehicle at a time.
8. GUEST PARKING IS NOT PROVIDED BY THE ASSOCIATION. Unit owners, tenants and other residents are responsible for instructing their guests as to appropriate street parking.
9. Red zones (curbs painted red) are reserved as fire lanes to be used by official emergency vehicles only. Non-emergency vehicles parked in any red zone shall be immediately towed away without notice at the owner's expense. Anyone parked in a numbered parking space not belonging to that person, an area marked "tow away" or a red zone is liable to be towed without notice at the expense of the owner. The owner, tenant or any other resident of the unit involved is responsible for informing any guests or invitees as to the appropriate street parking.
10. Parking is not permitted in front of any fire hydrant. Violators will be towed without notice.
11. No vehicle may be parked in any handicapped parking space within the complex unless that vehicle has a handicapped tag or placard. Violators will be towed without notice.
12. No motorized vehicles may be dismantled, rebuilt, repaired, serviced or repainted anywhere in the complex, including the streets, fire lanes and parking areas.
13. No vehicle may be washed within the complex.
14. Motorcycles may only park in designated motorcycle parking areas.
15. Residents may rent additional parking spaces. To rent an additional space, please contact the Management Office. Spaces are on a first come first serve basis. {There is a waiting list}.
16. Please remember that if your assessments or parking fees become past due by sixty (60) days or more, you will be called to a hearing where your parking space

rental may be revoked and the space rented to another unit. There is no exception to this rule.

17. Parking of vehicles that are unregistered, inoperable, unlicensed or leaking fluids is prohibited and subject to a violation charge.
18. No vehicle shall be kept, left or stored anywhere in the complex in a condition that constitutes a safety hazard or an eyesore to the community. This prohibition includes the storage of materials and equipment (trash, boxes, clothing and/or personal property) in vehicles parked within the complex.
19. No inoperable vehicle may be stored, kept or parked within the complex. For the purpose of these Rules, an inoperable vehicle is any vehicle that cannot be safely or legally driven without some action first being taken, including, but not limited to, vehicles with flat or missing tires, dead or missing batteries, disabled or non-working engines, and/or vehicles lacking current, valid registration or insurance. Any inoperable vehicle parked within the complex may be towed.
20. No vehicle shall be allowed to leak fluids.
21. No one shall reside, either permanently or temporarily, in a vehicle parked or kept within the complex.
22. In addition to any fines levied for the violation of these parking rules, the violating vehicle may be towed at the owner's expense.

D. APPEARANCE OF BUILDINGS AND GROUNDS

1. No alteration to any structure within the complex, including alterations to the appearance of any structure, shall be permitted without prior authorization of the Board and/or its assigned Architectural Committee chairman. This prohibition includes, but is not limited to, sunscreens, sunshades, latticework and windows. Owners are required to submit a written architectural request to the Management Office and obtain Board approval regarding the same prior to making any alteration to the exterior of any structure and/or any Common Area within the complex.
2. Exterior antennas and satellite dishes:
 - a. Installation and location must be approved by LMT Board of Directors.
 - b. Satellite dish must not exceed one meter (39.37") in diameter.
 - c. Installation only permitted in the condo unit and "exclusive use common area", i.e. balcony or patio.
 - d. Installation of satellite dish must be in strict compliance with all applicable laws and must not be installed on any portion of the Common Area, including the roof, shingled area, or fascia.

- e. The Board may adopt additional rules restricting the construction, installation, maintenance or replacement of any such equipment as long as such restrictions do not conflict with applicable law.
3. Landscaping and all planting of all Common Areas shall be maintained by the Association's groundskeeper under the supervision of the Board of Directors. No trees, ground cover or other plants shall be planted by any other person without Board Approval. If a resident seeks and obtains approval to plant and/or landscape any portion of the complex's Common Area, the owner of that unit shall be responsible for maintaining the approved vegetation in a good and neat condition at all times.
 4. A screen door may be installed at the option of the owner, provided that door is first approved by the Board or is in compliance with any standards established by the Board.
 5. All window coverings (draperies, mini-blinds, vertical blinds, etc.) must be a neutral color (i.e. white, beige, cream, etc.).
 6. Sheets, newspapers, aluminum foil, etc., are not acceptable window covering and are prohibited. Torn draperies and torn or missing window screens are an eyesore and must be promptly repaired/replaced.
 7. No items other than draperies may be displayed in any window that is visible from the common area or another unit. This restriction includes, but is not limited to, bottles, stickers and canisters.
 8. No owner, tenant or other resident shall place any commercial sign or advertisement in the window or on the exterior of his unit, except with the written consent of the Board. Excepted from this restriction are "For Sale" and "For Rent:" realty signs. Up to two (2) realty signs may be displayed in the windows of a unit being sold or leased. Such realty signs must be of professional quality and may not exceed 18" x 24". "Sold" signs may not be displayed for more than thirty (30) days after the sale of the unit. No real estate signs may be erected or displayed in the Common Area.
 9. Please report any damage to Common Area property immediately to the Management Office.
 10. Destruction, damage or defacement (graffiti) of Common Area property including, but not limited to, the buildings, fixtures, streets, fences, plants, lawns and groundcover is prohibited. Unit owners responsible for any such damage or destruction, must fully reimburse the Association for all expenses it incurs to repair or replace the same.

11. All acts of vandalism within the complex will be reported to local law enforcement and the prosecution of such violators will be pursued.
12. As stated above, owners are liable for the actions of their family members, guests, invitees, tenants and any other occupants of their unit, as well as the family members, guest and invitees of their tenants and/or other unit occupants.
13. All Board-approved improvements and/or alterations made by residents must be maintained in a neat, attractive and safe condition.
14. Any improvement and/or alteration made to any structures or the Association's Common Area without prior Board approval shall be subject to removal at the unit owner's expense.
15. General Patio and Balcony Rules:
 1. Rugs, towels, clothing or other articles may not be draped or hung on balcony, patio, or stairway railing or fence.
 2. Clotheslines are not permitted.
 3. Balcony and patio areas are not to be used for storage. Patio furniture, potted plants, bicycles and electric BBQ grills are the only items allowed on the patios/balconies. (No household type furniture or cabinets are permitted).
 4. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. NO BBQs ARE ALLOWED.
 5. All equipment, tools, trash containers, etc., shall be kept concealed from the view of other units, the Common Area and adjacent streets.
 6. Plants may not be allowed to climb, grow or touch patio or balcony walls, nor are they permitted to grow higher than 18 inches above the patio rail.
 7. Any hazardous and/or unsafe use of a patio or balcony is prohibited. The storage of flammable materials, gasoline or explosive materials on any patio or balcony, or within a unit or storage area, is expressly forbidden.
 8. Extreme caution must be exercised when using barbecues or other heat producing devices. Open flame candles, Tiki torches, charcoal and paper fires are prohibited. Only electric, propane or butane grills are acceptable. Use of these devices shall be confined to the patio or balcony area. Under no circumstances shall stairways be obstructed or used for barbecuing.
 9. Residents are permitted to display potted plants so long as both plants and

pots remain attractive. However, no potted plants may be placed on balcony or patio railings or stairwells.

10. The Board has the right to remove, or ask for the removal of any object they believe is a hazard to persons or property, or an eyesore.

E. NOISE ABATEMENT

Noise carries easily in our complex. Please be considerate of your neighbors at all times, but especially between the hours of 8 p.m. and 8 a.m. Additionally, noise disturbances may violate San Diego Municipal Code, Section 56.35.1, which refers to acts, which may be declared loud, disturbing and unnecessary, and in violation of the code. Extremely noisy violations shall be reported to the San Diego Police Department.

For the purposes of these Rules, any noise that is loud, disturbing, and unnecessary is described as follows:

- Any noise that originates from within a unit that interferes with another resident's peaceful enjoyment of his or her unit.
- Any noises caused by any person, animal or object in the Association's Common Areas that interferes with another resident's peaceful enjoyment of his or her unit.

Loud, disturbing, and unnecessary noise includes, but is not limited to: loud TV's, stereos, auto stereos, musical instruments, loud voices, shouting and screaming, power equipment, pets, door slamming, running up and down stairways, and running in second floor units.

1. Any noisy work being performed within a unit shall only be allowed between the hours of 8am and 8 pm.
2. Vehicle alarms are considered loud, disturbing and unnecessary. If your alarm is activated by cats, wind, rain, nearby vehicles and/or vehicles with loud exhausts, etc., you may receive a noise violation. Please ensure that your motion detector sensor is not set to an overly sensitive setting.
3. Please do not sound, or allow your visitors to sound their car horns as a signal of their arrival.

F. OTHER RULES

1. Grocery carts are not permitted within the Common Area at any time. If you find a grocery cart left in the Common Area, please place it at the trash enclosures

for pick up by local vendors.

2. No personal items of any kind shall be left, kept or otherwise stored on or in the Association's Common Areas, including the Association's sidewalks, lawns, and landscaped grounds or parking areas.
3. Units shall be used for residential purposes only. No Unit may be used for time share purposes, or any other similar transitory use through fractionalized ownership or any other similar arrangement. Units are intended to be used as a primary residence. No unit shall be used, directly or indirectly for any business, commercial, industrial, manufacturing, mercantile, storing, vending, or other such non-residential purpose. Excepted from this prohibition are home based businesses that: a) do not entail any shipping or receiving of goods or materials; b) do not involve the storage of inventory; c) cannot be seen, heard or smelled from outside the unit; d) do not use any parking spaces other than those already assigned to the unit; e) do not otherwise create a nuisance for the community; and f) are otherwise authorized by law.
4. No unit shall be leased or rented for a period of less than thirty (30) days.
5. No resident may perform any act or keep anything on or in any unit or in the Common Area that will increase the rate of insurance or cause the cancellation of any insurance.
6. No resident may engage in any illegal, noxious or offensive activity in any part of the complex, or do any act which unreasonably threatens the health, safety and/or welfare of other residents of the complex.
7. Residents may not install any carpet, tile or other floor covering without first taking all reasonable measure to mitigate any sound transfer to other units. Any person who violates this rule may be forced to remove such floor covering at his or her sole expense.
8. All trash must be secured in trash bags and deposited within the trash container nearest the applicable unit. Trash found outside of the dumpster will be returned to the offending unit.
9. Do not play or loiter in dumpster areas or bins.
10. Do not litter.
11. Do not play any type of ball games, basketball, soccer, roller-skating, rollerblading, skateboarding or bike riding on the grass, planted areas, sidewalks, parking lots or any common area.

12. Do not walk or play in planted areas of common area.
13. Do not pick or damage the plants, trees or flowers.
14. Do not climb or hang from trees or bushes.
15. Do not leave bikes or toys blocking stairways or sidewalks.
16. Do not play with toys that are dangerous to others.
17. Minor children (under 18 years old) must abide by the San Diego City curfew law and be home by 10:00 p.m. any evening of the week until 6:00 a.m. the following day.

G. REPAIR AND MAINTENANCE; INSURANCE

1. The Association shall maintain all Common Areas within the complex, including the utility facilities, fixtures, water heaters, lighting (which is not used exclusively by one owner), roofs, perimeter walls, Common Area walls, railings and fences (excluding interior surfaces), building foundations and structures, parking lots and landscaping unless the responsibility for a Common Area component is assigned to the owner by these rules or the CC&Rs. Additionally, the Association shall maintain all furnishings, equipment and any other property acquired by the Association.
2. Each unit owner is required to maintain his or her unit, including any items within the unit, as well as any designated for his or her unit's use, including, but not limited to, the following items relating to the unit:
 - a. All doors, windows, screens, window sashes, frames, tracks, fittings, glazes straps and gaskets of doors and windows, as well as all fixtures attached to doors or windows.
 - b. Interior areas and surfaces of the unit, including the patio or balcony.
 - c. The finished surfaces of walls, including wall coverings, floor coverings, the finished surfaces of the unit's ceilings, and the unit-facing side of any fences or railings that boarder the unit.
 - d. All appliances whether "built-in" or "free-standing" within the unit, cabinets, drawers, shelves, closets.
 - e. Plumbing, heating, ventilating and air-conditioning systems which exclusively service the unit, wherever located.
 - f. Television cable equipment, wires, and connections serving the unit,

wherever located.

- g. Telephone wiring and all related appliances, equipment and fixtures exclusively serving the unit, wherever located.
 - h. Lighting fixtures located within the unit, including the patio or balcony area, as well as those outside the unit that serve only that unit.
3. If an owner fails to maintain his or her unit and/or any other item for which he or she is responsible for, the Board shall call the owner to a hearing whereat the Board may assess a fine against that owner in accordance with the Association's Fine Schedule. Additionally, the Board may cause the necessary maintenance and/or repairs to be conducted at the violating owner's expense.
4. **Water Intrusion Damage:** Each unit owner is responsible for undertaking, at his or her sole expense, the repair of any damage to his or her unit, including cleaning, repair and/or replacement of all items located within the unit, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, caused by a water intrusion, no matter the source, unless caused by the gross negligence of the Association. An owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property due to water intrusion, or the cost of repair or replacement of damaged items for which the unit owner is responsible.
5. **Individual Insurance:** Each unit owner shall separately insure his or her real and personal property, and shall obtain and maintain personal liability and property damage liability insurance for his or her unit, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other owners, the Association, and the institutional First Mortgage of the owner's unit. The owner shall integrate his or her personal insurance policy with the Association's master policy(ies).

VI. COMPLAINTS AND ENFORCEMENT

A. COMPLAINTS

Any Lake Murray Terrace owner or resident may register a complaint related to any violation of the CC&Rs, Bylaws and/or Rules with the Management Office. Such complaints must be submitted to the Management Office **IN WRITING** to allow for proper recordkeeping and follow-up. Forms are available in the Management Office.

All owners, tenants, other residents, guests and invitees are required to abide by

the CC&Rs and all established Rules. Any owner not abiding by these rules may face disciplinary action, which may include, but is not limited to, fines, the suspension of voting rights and suspension of rights to use the recreational facilities, by the Board of Directors. Owners shall also be liable for any violations of the CC&Rs and/or Rules by their family members, guests, invitees, tenants, as well as any family members, guests or invitees of their tenants.

It is also the right and duty of each resident to report violations to the Association's Management Office by filing out and submitting a written complaint form.

Procedures are established for the imposition of any disciplinary action, including monetary penalties (fines) for violations of the CC&Rs, the Rules, and the Association's other governing documents. The Association, via its Board of Directors shall also have the right to enforce the Governing Documents in any other manner authorized by the Governing Documents and California law.

B. ENFORCEMENT POLICY

Upon the receipt of a written complaint of a violation of the Governing Documents (i.e., the Rules, CC&Rs and/or Bylaws), the Board shall generally direct the Association's Management Office to send a First Notice to the owner and resident, if different, describing the violation and instructing the owner on the actions required to rectify the violation. This First Notice shall be served by first-class mail; by both certified mail, return receipt requested and first-class mail; or by personal delivery. Generally, no penalty shall be assessed to the owner in this First Notice. If compliance occurs as a result of sending this First Notice, the Board shall take no further action on the complaints.

In situations where the Board, in its sole discretion, determines that the alleged offense is sufficiently serious including, but not limited to, threats against persons or property; dog bites; in-progress, unapproved architectural modifications; and outrageous conduct, the Board may authorize the omission of the First Notice and proceed directly to the actions described below and/or other enforcement actions authorized by the Governing Documents and California law.

If the violation described in the First Notice is not corrected within the specified period, or if the violation is repeated, a second notification letter will be sent to the alleged offender ("Second Notice"). The Second Notice will advise the alleged offender that a hearing before the Board will be held. The Second Notice will provide a general summary of the allegations in the Complaint; the date, time, and location of the hearing; a statement that the alleged offender may attend the hearing and address the Board; and may also contain the penalties that may be

assessed at the hearing. The Board shall fix a hearing date and mail or serve the Second Notice on the lot owner at least fifteen (15) days prior to the date of the hearing. The Second Notice shall be served by first-class mail or by both first-class mail and certified mail, return receipt requested. At the hearing, the Board shall give fair consideration to the owner's oral and/or written testimony in determining whether to impose a monetary penalty ("Fine") and/or suspend the owner's membership rights, including his or her voting rights and rights to use the Common Area facilities for up to thirty (30) days per violation.

If the Board imposes disciplinary action against an owner, the Board shall notify that owner, in writing, within fifteen (15) days following its decision to take action. This notice shall be provided by either person delivery or first class mail.

If the Board decides to take disciplinary action against an owner, such action shall become effective five (5) days after notice of the Board's decision to impose the discipline is provided to the owner.

If the violation is still not rectified, the Board shall call the owner to additional hearings and impose additional fines as provided for in the Fine Schedule. Please note that an owner will not be called to additional hearings for certain ongoing, persistent and uninterrupted CC&Rs and Rule violations. Instead, the owner will be fined on a daily basis, in accordance with this Fine Schedule, until the violation ceases.

In addition to fines, the Board may refer the matter to the Association's legal counsel. If litigation is commenced and the Association prevails, the owner shall be liable for the Association's attorneys' fees and costs related to the lawsuit.

C. FINE SCHEDULE

The following fine schedule shall apply where the Board finds a violation has occurred and, in its sole discretion, determines to assess a fine.

1st Offense:

First Notice to owner, and tenant or occupant if different; no fine. (Generally)

\$100.00 maximum fine for violations involving a hazardous activity that could cause harm to persons and/or property.

2nd Offense:

\$50.00 maximum fine. (Generally)

\$150.00 maximum fine for violations involving a hazardous activity that could cause harm to persons and/or property.

3rd Offense:

\$100.00 maximum fine. (Generally)

\$200.00 maximum fine for violations involving a hazardous activity that could cause harm to persons and/or property.

4th Offense:

\$200.00 maximum fine per occurrence. (Generally)

\$250.00 maximum fine per occurrence for violations involving a hazardous activity that could cause harm to persons and/or property.

5th and Subsequent Offenses:

\$500.00 maximum fine per occurrence.

Persistent, continuing, and uninterrupted violations:

\$15.00 per day maximum fine for each day the violation persists.

Please note that the fines listed above are maximum amounts per violation, and are in addition to any actual costs, damages, or expenses incurred by the Association in obtaining compliance with the Governing Documents and/or repairing or replacing property or improvements damaged or destroyed as a result of any such violation. If circumstances warrant, the Board may impose lesser amounts. Any and all costs incurred by the Association in obtaining compliance with the Governing Documents shall be billed directly to the liable Owner.

LAKE MURRAY TERRACE HOMEOWNERS ASSOCIATION

PET REGISTRATION FORM

PET OWNER'S NAME: _____

UNIT ADDRESS: _____

PHONE NUMBER: _____

TYPE OF PET TO BE MAINTAINED: _____ GENDER: _____

BREED: _____

NAME OF PET: _____ IS THE PET SPAYED OR NEUTERED? _____

SIZE & WEIGHT OF PET: _____

As the owner of the pet in question, I certify that I have read the Pet Rules from the Lake Murray Terrace HOA Rules & Regulations. I understand and will abide by the pet rules and will accept penalty for not doing so. Failure to comply with the rules will result in the revocation of permission to keep the above-mentioned pet by the Board of Directors.

SIGNATURE: _____ DATE: _____

THIS FORM MUST BE FILLED OUT BY THE PET OWNER AND SUBMITTED ALONG WITH GOVERNMENTAL REGISTRATION INFORMATION, PROOF OF VACCINATION AND PROOF OF LIABILITY INSURANCE COVERAGE FOR THIS ANIMAL.

APPROVAL OF THE BOARD OF DIRECTORS:

SIGNATURE: _____ DATE: _____

COMMENTS:



360 Community Management
10769 Woodside Ave., Suite 210
Santee, Ca 92071
Office: (619) 270-7360 Web: www.360hoa.com



LAKE MURRAY TERRACE CONDOMINIUM ASSOCIATION

November 6, 2019

IMPORTANT NOTICE

To: Members of the Lake Murray Terrace Condominium Association
Re: Rules Revision – Rental Parking
From: Board of Directors for the Lake Murray Terrace Condominium Association

Dear Members;

The following amendments to the existing Rules & Regulations are being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed rule amendments. If you have any questions or concerns, ***please submit them in writing*** to the Board of Directors, care of 360 Community Management, no later than December 4, 2019.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect December 5, 2019, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Thank you for your time and consideration.

Lake Murray Terrace Condominium Association
Board of Directors

OVER ➡➡➡



The following shall be added under Article III, Section C - Parking and Vehicle Operation of the Lake Murray Terrace Condominium Association Rules & Regulations.

Section C – PARKING AND VEHICLE OPERATION

To streamline the rental parking process, the following rules shall be added regarding Rental Parking.

- 1) Rental parking spaces shall be rented for a minimum of three (3) months. Rental spaces that are cancelled prior to the completion of the three (3) month rental period shall be charged for the full three (3) months of rental fees.
- 2) Trades of current rental parking spaces for alternate rental parking spaces shall be prohibited.
- 3) No owner may rent a new parking space within sixty (60) days of cancellation of any rental parking space.
- 4) New rental of more than one (1) parking space is prohibited, if there is a waiting list.
- 5) Rental parking spaces are limited to a maximum of two (2) parking spaces per unit.
- 6) When rental spaces become available, Management will assign the open space, and the owner/resident will have forty-eight (48) hours to respond to the offer, and complete and return the parking rental form. If no response is received, the next person on the waiting list will be contacted, and the non-responsive owner will be moved down the list.



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LAKE MURRAY TERRACE HOMEOWNERS ASSOCIATION

December 4, 2019

IMPORTANT NOTICE

To: Members of the Lake Murray Terrace Homeowners Association
Re: Rules Revision – Satellite Dishes
From: Board of Directors for the Lake Murray Terrace Homeowners Association

Dear Members,

The following amendment to the Rules & Regulations is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed rule amendment. If you have any questions or concerns, ***please submit them in writing*** to the Board of Directors, care of 360 Community Management, no later than December 23, 2019.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect January 8, 2020, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Thank you for your time and consideration.

Lake Murray Terrace Homeowners Association
Board of Directors

OVER ➡➡➡



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SATELLITE DISHES

One satellite dish may be installed on the siding, directly behind an individual unit, and requires architectural approval. A photo of the proposed installation location must accompany the architectural application. Satellite dishes **may not** be installed on the roof, but may be free-standing on an individual patio or balcony. Unused satellite dishes and cables must be removed when they are no longer in use. All exterior cables must be completely covered in molding (from the utility box or satellite dish to where the cable enters the building) and painted to match the color of the building. Cables must be installed in corners or along edges of the building, and may not be run along the middle of any wall. All units with existing satellite dishes that have exposed or hanging exterior cables will be required to reinstall the cables and encase in molding as noted above.



LAKE MURRAY TERRACE CONDOMINIUM ASSOCIATION

ELECTION OPERATING RULES

(Adopted December 4, 2019)

APPLICABILITY OF ELECTION OPERATING RULES

1. These Election Operating Rules shall apply to elections required to be held by secret ballot pursuant to *Civil Code* Section 5100(a). The Board of Directors may, in its discretion, also determine to apply these Election Operating Rules to govern an election on any topic that is not expressly required by statute to be conducted by secret ballot.

ACCESS TO ASSOCIATION COMMUNICATIONS

2. All candidates or Members advocating a point of view shall have equal access to all Association media, newsletters, and websites during a campaign for purposes reasonably related to that election. Equal access may include no access to any candidate or Member.
3. The Association will not edit or redact (black out) any content from communications set forth in Section 2. The Association may include a statement that the candidate or Member, and not the Association, is solely responsible for the content of the communication.
4. Candidates, including those who are not incumbents, and Members advocating a point of view reasonably related to the election, shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge for purposes reasonably related to the election, except that the Association may implement procedures for reserving Common Area meeting spaces and access may not be provided if the area is already in use or has already been reserved.

CANDIDATE QUALIFICATIONS

5. Qualifications for candidates to the Board of Directors shall include:
 - a. Candidates must be Members of the Association. Any Member that is not a natural person (such as a corporate Member or trust) may appoint a natural person to be a candidate on its behalf.
 - b. Only one Owner per Lot shall be eligible to serve on the Board at any time.
 - c. Candidates must not be delinquent in the payment of any regular or special assessments, with the exception of Owners who have entered into a valid payment plan with the Association.
 - d. Candidates must not have been convicted of a crime that would prevent the Association from obtaining or maintaining fidelity bond coverage required by *Civil Code* Section 5806.

NOMINATIONS

6. At least thirty (30) days prior to the deadline for submission of candidacy nominations, the Association shall provide Members with notice (via general delivery) of the procedures and deadline for submitting a candidacy nomination.
7. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.

VOTING

8. At least thirty (30) days prior to the mailing of ballots, the Association shall prepare:
 - a. A candidate registration list showing the names of all candidates that will appear on the ballot; and
 - b. A voter list which includes the name, voting power, mailing address, and separate interest address or parcel number for each Member.
9. Members have the right to inspect and verify the accuracy of their individual information on both lists identified in Section 8. Errors reported to the Inspector(s) of Elections shall be corrected within two (2) business days.
10. The Board may, but is not required to, set the date the ballots are mailed or otherwise delivered as the “voting cut-off date” to establish membership status for voting.
11. Every Member of record shall have the right to vote, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
12. The voting power of each Member shall be as described in the Association’s Bylaws and/or Declaration.

INSPECTOR(S) OF ELECTIONS

13. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one (1) or three (3). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be the decision or act of all.
14. The following persons may not serve as Inspector(s) of Elections: Board Members, candidates, persons who are related to Board Members, persons who are related to candidates, or any party who is currently employed or under contract with the Association for compensable services.
15. The following persons are independent third parties and may serve as Inspector(s) of Elections: Any third-party person or company hired by the Association solely for this specific purpose. Association Members may serve as Inspector(s) of Elections if they are not a Director, a candidate, or a person related to any Director or candidate.

16. Independent third parties may be compensated for performing Inspector(s) of Elections services. Association Members, however, are not entitled to compensation for serving as Inspector(s) of Elections.
17. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes.
18. The Inspector(s) of Elections are charged with performing the following duties:
 - a. Determine the number of memberships entitled to vote and the voting power of each.
 - b. Receive ballots or determine a location where ballots are to be delivered.
 - c. Verify the Member's information and signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Member's information and signature on the outer envelope prior to the election;
 - d. Hear and determine challenges and questions in any way arising out of balloting or the election.
 - e. Count and tabulate all votes.
 - f. Determine when the polls shall close, consistent with the Association's Governing Documents.
 - g. Determine the tabulated results of the election.
 - h. Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the homeowners within 15 days of the election.
 - i. Retain the ballots at a location designated by the Inspector(s) of Elections pursuant to *Civil Code* Section 5125.
 - j. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with *Civil Code* Sections 5100 - 5145, the *Corporations Code*, and these Election Operating Rules to the extent not in conflict with *Civil Code* Sections 5100 - 5145.

ELECTION PROCEDURES

19. After the deadline for submission of candidacy nominations, and at least thirty (30) days prior to the mailing of ballots, the Association shall prepare the candidacy registration list and voter list, pursuant to Section 8 above.
20. At least thirty (30) days prior to the mailing of ballots, the Association shall provide Members notice of the following (via general delivery):
 - a. The date, time, and physical location for the return of ballots;
 - b. The date, time, and location of meeting; and
 - c. The names of all candidates that will appear on the ballot.

21. At least thirty (30) days prior to the deadline for voting, the Inspector(s) of Elections or Association shall mail or otherwise deliver ballots to the Members. Within this same timeframe, a copy of these Election Operating Rules shall be provided to the Members either:
 - a. By mail with the ballots; or
 - b. By posting to a website and including the corresponding website address on the ballot together with the phrase in at least 12-point font: "The rules governing this election may be found here: ..."
22. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed/ delivered to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector(s) of Elections, consistent with the Governing Documents.
23. The form and content of election materials, i.e., secret written ballot, envelopes, etc., shall conform to the requirements of the *Civil Code*.
24. No Member shall be denied a ballot, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
 - a. No person who holds a valid general power of attorney for a Member shall be denied a ballot, if requested.
 - b. A ballot cast by a person who holds a valid general power of attorney for a Member shall be counted if received timely by the Inspector(s) of Elections.
25. Once a ballot has been received by the Inspector(s) of Elections, it shall be irrevocable.
26. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in an open area at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five (5) feet away from the Inspector(s) of Elections or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.
27. Notice of the tabulated results of the election shall be provided to the Members (by general delivery) within fifteen (15) days of the election.

28. Ballots, signed voter envelopes, the voter list, and the candidate registration list shall be retained in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections as set forth in *Civil Code* Section 5125, at which time the ballots shall be transferred to the Association.
29. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of Elections, if applicable.



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LAKE MURRAY TERRACE CONDOMINIUM ASSOCIATION

November 4, 2021

IMPORTANT NOTICE

To: Lake Murray Terrace Condominium Association – Members
Re: Fine & Enforcement Policy Emergency Amendment – Vandalism
From: Lake Murray Terrace Condominium Association – Board of Directors

Dear Members,

Due to ongoing issues with residents vandalizing the property, the following shall be added to the existing Fine & Enforcement Policy, *effective immediately*.

VANDALISM

<u>1st occurrence</u>	Automatic Call to Hearing for consideration of a \$50.00 fine
<u>2nd occurrence</u>	Automatic Call to Hearing for consideration of a \$100.00 fine
<u>3rd occurrence</u>	Automatic Call to Hearing for consideration of a \$200.00 fine
<u>Subsequent occurrences</u>	Automatic Call to Hearing for consideration of a \$500.00 fine

The cost of any necessary repairs will be the responsibility of the unit owner, in addition to the above fines.

Any residents who observe other residents vandalizing the property are ***strongly encouraged*** to immediately report these issues to the management office for prompt disciplinary action.

Homeowners are responsible for notifying their tenants of all rule and enforcement policy changes.

Sincerely,

Lake Murray Terrace Condominium Association
Board of Directors



Lake Murray Terrace Condominium Association

**10769 Woodside Avenue, Suite 210
Santee, Ca 92071**

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LAKE MURRAY TERRACE CONDOMINIUM ASSOCIATION

October 11, 2022

IMPORTANT NOTICE

To: Lake Murray Terrace Condominium Association – Members

Re: Rules Revision – Pet Rules

From: Lake Murray Terrace Condominium Association – Board of Directors

Dear Members,

The following proposed rule amendment is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code. This rule amendment will replace the entire “Pets” section of the existing Rules & Regulations.

Please take a moment to review the proposed rule amendment. If you have any questions or concerns regarding the proposed rule amendment, please submit them ***in writing*** to the Board of Directors, care of 360 Community Management, no later than November 9, 2022.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect December 7, 2022, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Lake Murray Terrace Condominium Association
Board of Directors

B. PETS

Pet Restrictions:

1. In addition to abiding by the following Pet Rules, residents must follow all San Diego City Pet ordinances.
2. Number of Pets: Each Unit is allowed to have up to two (2) pets. Under no circumstances shall any resident keep or maintain more than two (2) pets. The one exception to this rule is fish kept within an aquarium.
3. The Board can prohibit any pet or animal that is, in the reasonable opinion of the Board, dangerous, vicious, or a nuisance. It is a public offense for someone to own or keep an animal that is disturbing the neighborhood peace. (See San Diego County Code 36.414.)
 - a. The Board may direct a resident to remove and forever refrain from bringing an animal or pet into the Unit or any portion of the Common Area:
 - That chases, runs after, or jumps at vehicles moving on streets, alleys, or driveways.
 - That attacks, bites, or injures a person, or snaps, growls, snarls, or jumps upon or otherwise threatens persons or animals without provocation. These acts shall be considered a violation whether or not the dog is confined by a fence, chain, or leash, or under the voice control of a responsible person.
 - That feeds from, turns over, or otherwise disturbs waste containers.
 - That goes onto the property of another resident or onto Common Areas to attack another animal or person.
 - b. The Board may, in its sole discretion, direct the removal of any animal or pet that when unprovoked, inflicts bites or attacks a human being or domestic animal, or in a vicious or terrorizing manner approaches any person in an apparent attitude of attack in the Association's Common Areas.
 - c. Prior to ordering the removal of an animal or pet, the Board will conduct a hearing to designate any animal as dangerous, vicious, or a nuisance. The resident and Unit owner will be provided with a minimum of fifteen (15) days written notice of the hearing. The determination of the Board will be final and binding.
 - d. An owner who does not cause an animal or pet to be removed as directed by the Board will be subject to fines and the Board may, if necessary, seek a court order requiring removal of the animal or pet. All attorney's fees and costs associated with the Board's efforts to cause the removal of an animal or pet, in accordance with the Board's directive, will be recoverable from the owner.
4. No pet shall be allowed to unreasonably annoy residents, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets (1) consistently or constantly make excessive noise, (2) cause damage to or destruction of another's property, (3) cause unsanitary or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement, or (4) create a pest, parasite or scavenger control problem which is not effectively treated. The Board may, in its sole discretion, order the removal of a pet that causes a nuisance, as described above, after notice and hearing.
5. The Board has the right, in its discretion, to report any dangerous or vicious animal, or any animal that causes a nuisance, to San Diego County Animal Services.

6. Grandfathering of existing pets: Residents who own dogs that do not meet the new pet rule qualifications have thirty (30) days from the approval of these pet rules to submit a request for a waiver of this policy and receive a waiver from the Board of Directors. A waiver approved by the Board expires automatically when the property is transferred or when the owner no longer owns the non-compliant animal(s) or pet(s).
7. Visiting Pets: No more than two (2) visiting pets will be allowed within the Lake Murray Terrace HOA Community at any time and for no longer than thirty (30) days. Visiting pets must meet all qualifications of these pet rules. The total number of pets in the unit, including residential and visiting pets, may not exceed two (2) pets.
8. No pets are allowed in the pools or spas, or pool or spa areas.
9. Domestic dogs, cats, fish, rodents, reptiles, or birds may be kept as household pets within a Unit, provided that they are not kept, bred or raised for commercial purposes. Rodents and birds must be kept inside cages that are appropriate for such animals.
10. Aquarium Restrictions: No resident shall maintain any aquarium or other container that contains or can hold more than fifty (50) gallons of water.

Pet Treatment and Care:

11. Vaccinations, licenses, and permits shall be obtained and kept current, as required by law. All dogs and cats must be tagged with the owner's name and address to prevent the pet from being considered a stray. Animal Control will be contacted if any pet is spotted within the complex without a tag. Pets are prohibited from running free in the complex at any time.
12. Pets shall be humanely treated at all times.
13. Pet areas shall be kept sanitary and shall not constitute a source of offensive odors, a source of disease, or a source of insect-breeding. Patios and balconies must be cleaned daily of any pet waste.
14. No pet food may be left outside a Unit, on a balcony and/or patio, and/or in the Common Area to feed animals. Pet food attracts unwanted insects and rodents.

Pet Exercise:

15. When walking their pet, Pet owners are required to immediately clean up after their pets and remove all feces left by their pets. Feces must be disposed of in an appropriate trash receptacle. Do not leave bagged feces in the Common Area. Pet owners shall prevent their pet from soiling any unlandscaped portion of the Common Area.
16. Pets in the Common Area: Pets shall always be under the control of the pet owner and on a leash of no more than six (6) feet in length. Pets are not allowed to run free. No pet may be tethered to any trees, stakes, exterior buildings, pool areas, patios or other stationary structures or objects.
17. Under no condition shall pets be allowed on the roof of any building.
18. Cats must be kept inside the living Unit and may only be the Common Area when on a leash held by a person. For their own safety and the comfort of all, cats are prohibited from roaming the complex.

Liability:

19. Owner/Resident Liability: Each person bringing or maintaining a pet within the Lake Murray Terrace HOA community shall be solely responsible for the conduct of such pet, including but not limited to, damage to the Common Area, damage to the property of other owners, or injuries to persons or other animals committed by their pet. Condominium owners shall be responsible for all actions, injuries, damage, or disturbance caused by their tenant's pet.
20. Association Not Liable: The Association, its Board of Directors, officers, employees, and agents are not liable (whether by virtue of these Pet Rules or otherwise) to any condominium owners, residents, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.
21. Indemnification of Association: Any condo owner, resident or their respective invitees who maintain a pet within the Lake Murray Terrace HOA community, whether in compliance with or in violation of these pet rules, shall indemnify and hold harmless the Association, its officers, directors, employees, agents, and other residents from any claim brought by any person against them for personal injuries or property damage caused by such pet.
22. Responsibility for Actions of Pets: Unit owners are responsible and liable for any personal injury or property damage caused by animals or pets owned or maintained by the owner or visiting or otherwise associated with their Units. Owners and renters shall advise their tenants and guests of the pet policies and ensure that their guests comply with the policies.



Lake Murray Terrace Condominium Association

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LAKE MURRAY TERRACE CONDOMINIUM ASSOCIATION

October 11, 2022

IMPORTANT NOTICE

To: Lake Murray Terrace Condominium Association – Members

Re: Rules Revision – General Patio and Balcony Rules

From: Lake Murray Terrace Condominium Association – Board of Directors

Dear Members,

The following proposed rule amendment is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code. This rule amendment will replace the entire “General Patio and Balcony Rules” section of the existing Rules & Regulations.

Please take a moment to review the proposed rule amendment. If you have any questions or concerns regarding the proposed rule amendment, please submit them ***in writing*** to the Board of Directors, care of 360 Community Management, no later than November 9, 2022.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect December 7, 2022, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Lake Murray Terrace Condominium Association
Board of Directors



Lake Murray Terrace Condominium Association

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15. General Patio and Balcony Rules

1. Rugs, towels, clothing, bicycles, or any other articles may not be draped over or hung on the patios, balconies, or stairs.
2. Clotheslines and drying racks are permitted as long as they do not extend above the fence line.
3. Patios and balconies are not to be used for personal storage.
4. Retractable shades require architectural approval and must be approved by the Board prior to installation.
5. No curtains, tarps, blankets, towels, bamboo, blinds, or other materials are allowed to be installed on the patios and balconies for shading purposes.
6. Free-standing canopies must be weighted down for stability and always covered with a traditional canvas canopy cover. Canvas covers must be neutral-colored tones that complement the building, with no logos or print, and maintained in good condition, with no tearing, staining, etc.
7. Umbrellas must be neutral-colored tones that complement the building and have no logos or print.
8. Owners and residents are required to comply with California Fire Code Section 308.1.4.
9. Use of open flame devices, including gas, electric, and propane BBQ grills, is prohibited on all patios, balconies, front porch landings, stairwells, or within ten (10) feet of the building.
10. Charcoal grills, smokers, fire pits, outdoor fireplaces, and outdoor propane heaters are strictly prohibited on any portion of the premises.
11. The storage and/or disposal of any flammable or hazardous materials on the property is strictly prohibited.
12. Plant material and/or trees are not allowed to climb, grow over, or touch any portion of the patio fence or balcony walls, nor are they permitted to grow higher than eighteen (18) inches above the patio fence rail.
13. Potted plants are permitted if the plants/plant pots are well maintained. All potted plants are required to have drip pans placed underneath them. No potted plants may be placed on patio or balcony railings, on the stairwells, or in the common area.
14. The Board has the right to remove or ask for the removal of any object they determine to be an eyesore or hazardous to persons and/or property.



Lake Murray Terrace Condominium Association

10769 Woodside Avenue, Suite 210
Santee, Ca 92071

Office: (619) 270-7360 Web: www.360hoa.com



August 2, 2023

IMPORTANT NOTICE

To: Lake Murray Terrace Homeowners Association – Members
Re: Fine & Enforcement Policy Amendment – Vandalism
From: Lake Murray Terrace Homeowners Association – Board of Directors

Dear Members,

Due to ongoing issues with residents vandalizing the community, the Board of Directors has **increased** the fine amount for vandalism. Effective immediately, the Fine & Enforcement Policy will be amended as follows:

VANDALISM

Automatic Call to Hearing for consideration of a **\$500.00 fine per occurrence**

The cost of any necessary repairs will be the responsibility of the unit owner, in addition to the imposed fine(s).

All unit owners shall be responsible for any damage to, or destruction of, any portion of the Common Area or Common Facilities, caused by their tenants, guests, invitees, family members, vendors, employees, or licensees.

The Association has spent a significant amount of money repairing the common areas due to resident abuse, and if the abuse continues, the Board may have no choice but to increase the monthly dues to pay for these repairs.

Any residents who observe rules violations or acts of vandalism are **strongly encouraged** to identify the unit the individuals are associated with and immediately report this information to the management office at info@360hoa.com for prompt disciplinary action.

Homeowners are responsible for notifying their tenants of all rule and enforcement policy changes.

Sincerely,

Lake Murray Terrace Homeowners Association
Board of Directors



Lake Murray Terrace Condominium Association

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December 21, 2023

IMPORTANT NOTICE

To: Lake Murray Terrace Condominium Association – Members

Re: Revised Enforcement Procedure & Fine Policy

From: Lake Murray Terrace Condominium Association – Board of Directors

Dear Members,

The Board of Directors reviewed the current Enforcement Procedure & Fine Policy and determined some changes were necessary.

As such, the enclosed revised Enforcement Procedure & Fine Policy will replace the current policy, *effective immediately*.

Homeowners are responsible for notifying their tenants of all rule & policy changes.

Sincerely,

Lake Murray Terrace Condominium Association
Board of Directors

SECTION VI (B & C): ENFORCEMENT PROCEDURE & FINE POLICY ***(Adopted December 5, 2023)***

The Association has the right to enforce the Association's Governing Documents. If a resident gives the Board of Directors a written complaint of an alleged violation, the Association will investigate and may take enforcement action against the offending resident. This action may include, but is not limited to, fining, special assessing, suspending membership privileges, and/or instituting legal action. Nothing in this Policy obligates or requires the Board of Directors or any authorized committee of the Board to take any action against an individual resident. On behalf of the Association, the Board of Directors ultimately makes this decision, by reviewing, among other things, the cost and benefit of taking enforcement action.

Due Process. Prior to the imposition of any fine, assessment, or suspension of rights and/or privileges, the Owner will be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee pursuant to Civil Code Section 5855 or any successor statute.

Enforcement Guidelines. The Board of Directors has established the following general procedure for addressing most violations of the Association's Governing Documents. In certain circumstances, at the discretion of the Board of Directors, this procedure may be accelerated.

GENERAL VIOLATIONS

1st Violation – Courtesy letter and request to correct violation (if applicable).

2nd Violation (or continued violation) – Notice of Call to Hearing for consideration of a possible fine of \$50.00, reimbursement assessment to reimburse the Association for costs to compel compliance, and/or suspension of privileges.

3rd Violation (or continued violation) – Notice of Call to Hearing for consideration of a possible fine of \$100.00, reimbursement assessment to reimburse the Association for costs to compel compliance, and/or suspension of privileges.

4th Violation (or continued violation) – Notice of Call to Hearing for consideration of a possible fine of \$200.00, reimbursement assessment to reimburse the Association for costs to compel compliance, and/or suspension of privileges.

Subsequent Violations (or continued violations) – Notice of Call to Hearing for consideration of a possible fine of \$500.00, reimbursement assessment to reimburse the Association for costs to compel compliance, and/or suspension of privileges.

VANDALISM

Automatic Call to Hearing for consideration of ***up to a \$500.00 fine per occurrence.***

The cost of any necessary repairs will be the responsibility of the unit owner, in addition to the imposed fine(s).

All unit owners shall be responsible for any damage to, or destruction of, any portion of the Common Area or Common Facilities, caused by their tenants, guests, invitees, family members, vendors, employees, or licensees.

NUISANCE

Automatic Call to Hearing for consideration of *up to a \$500.00 fine per occurrence.*

All unit owners shall be responsible for the actions and behavior of their tenants, guests, invitees, family members, vendors, employees, or licensees.

SHORT TERM RENTALS

Violations of the restrictions on short-term rentals will result in a fine of \$1,000.00 per occurrence. Any advertisement of a short-term rental not removed within fourteen (14) days of notification of the violation and demand for removal may be subject to an additional \$1,000.00 fine as often as every fourteen (14) days until the advertisement is removed.

Depending on the severity and frequency of the violation, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary. Fines will usually vary from \$50.00 to \$2,000.00. However, in extreme or certain cases, fines may be substantially higher.

The Association reserves the right to institute any of the above-referenced enforcement measures regardless of whether it is the first offense, second offense, etc. Generally, instances where enforcement options will be accelerated involve any activity or condition which the Association considers to be a threat to the health or safety of others or requires immediate action.

Prompt Responses Required. If you receive a written notice, please respond in writing as quickly as possible. If you do not correct the violation promptly, or if you do not respond to explain the situation after receiving a written notice, the Association may be forced to take further enforcement action to ensure corrective action is taken. If the Association is forced to use its attorney to compel compliance with the Governing Documents, you may be required to pay attorney's fees incurred.

Notice of the Allegations. If the Board is considering imposing discipline because of an alleged violation, you will receive notice of the alleged violation and the discipline that the Board is considering at least ten (10) days prior to the meeting. The notification will also include the date, time, and place of the meeting, the nature of the alleged violation, and advise you that you have the right to attend the meeting and address the Board at the meeting or to submit a written response.

Right to be Heard. At the meeting, you will be given the right to be heard on the matter. You have the right to present information to the Board of Directors, either in person, or through submission of a written statement for the Board's consideration.

Determination of Discipline. Following the hearing, the Board will determine whether disciplinary action should be taken. The Board will consider and vote on the issue even if you fail to attend the hearing and/or fail to submit a written statement in response. If the Board decides to impose discipline, the Board will advise you in writing of the disciplinary action within fifteen (15) days following the Board's decision.



Lake Murray Terrace Condominium Association

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January 30, 2024

IMPORTANT NOTICE

To: Lake Murray Terrace Condominium Association – Members
Re: Rules Revision – Vendor Parking
From: Lake Murray Terrace Condominium Association – Board of Directors

Dear Members,

Due to ongoing abuse of residents parking in the designated vendor parking spaces, the following amendment to the existing Rules & Regulations is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

The following shall be added under Article III, Section C – Parking and Vehicle Operation of the Lake Murray Terrace Condominium Association Rules & Regulations.

SECTION C – PARKING AND VEHICLE OPERATION

The vendor parking spaces are for use by designated Association vendors only. No owners or tenants, or their guests, invitees, family members, contractors, employees, or licensees are permitted to park in vendor parking at any time.

All unauthorized vehicles parked in the Association vendor parking spaces are subject to immediate tow without notice.

Please take a moment to review the proposed rule amendment. If you have any questions or concerns, ***please submit them in writing*** to the Board of Directors, care of 360 Community Management, at info@360hoa.com no later than February 28, 2024.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect March 5, 2024, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Thank you for your time and consideration.

Lake Murray Terrace Condominium Association
Board of Directors



Lake Murray Terrace Condominium Association

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June 19, 2025

IMPORTANT NOTICE

To: Lake Murray Terrace Condominium Association – Members
Re: Fine & Enforcement Policy Amendment
From: Lake Murray Terrace Condominium Association – Board of Directors

Dear Members,

There has been an ongoing issue with residents not breaking down cardboard boxes before discarding them. This puts an unnecessary burden on janitorial and overfills the dumpsters, and the Association is charged for the additional clean up and overfill fees.

As such, the Fine & Enforcement Policy will be amended as follows:

CARDBOARD BOXES

For any discarded cardboard boxes that are not broken down.

Automatic Call to Hearing for consideration of up to a **\$50.00 fine per occurrence**

If you observe anyone dumping cardboard boxes without breaking them down, please provide photos and the associated address to Management at info@360hoa.com.

Homeowners are responsible for notifying their tenants of all rule and enforcement policy changes.

Sincerely,

Lake Murray Terrace Condominium Association
Board of Directors



Lake Murray Terrace Condominium Association

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May 19, 2026

IMPORTANT NOTICE

To: Lake Murray Terrace Condominium Association – Members
Re: Nuisance Complaint Policy
From: Lake Murray Terrace Condominium Association – Board of Directors

Dear Members,

At the May 5, 2026 Board meeting, the Board formally adopted the Nuisance Complaint Policy that was previously submitted to the membership on March 25, 2026, for the required twenty-eight (28) day review and comment period, pursuant to California Civil Code.

The Nuisance Complaint Policy is effective immediately.

Homeowners are responsible for notifying their tenants of all rule & policy changes.

Sincerely,

Lake Murray Terrace Condominium Association
Board of Directors



Lake Murray Terrace Condominium Association

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NUISANCE COMPLAINT POLICY

1. Written Complaint Required

All nuisance complaints ***must*** be submitted in writing to Management and include:

- The date(s) and time(s) of the alleged nuisance
- The unit number from which the nuisance is believed to originate
- A detailed description of the alleged activity
- The complainant's name, address, and contact information. *Complaints from tenants will not be accepted.* Any complaint must come from the Owner(s) on title or verified unit Property Manager.

Anonymous complaints will not be acted upon.

2. Audio or Video Evidence Required

In order for the Board to consider enforcement action, the written complaint ***must*** be accompanied by audio and/or video recordings capturing the alleged nuisance as it occurs.

- Recordings must clearly demonstrate the nature, duration, and severity of the alleged nuisance.
- Multiple recordings must be submitted to demonstrate the issue is ongoing.
- The Association may request additional documentation if the initial submission is insufficient to substantiate the claim.

3. Failure to Provide Documentation

Complaints submitted without supporting audio or video evidence will be logged for recordkeeping purposes, but may not result in formal enforcement action.

4. Review Process

Upon receipt of a properly documented complaint, Management will present the matter to the Board of Directors for investigation. If the Board determines that a potential governing document violation exists, the Board will proceed as outlined in the Association's established Enforcement Policy & Fine Schedule.

5. Good Faith Reporting

Complaints must be made in good faith. Submitting knowingly false or misleading complaints may itself constitute a violation of the governing documents.

6. Right to Amend

The Board reserves the right to amend this policy as needed to ensure consistency with the governing documents and applicable law.