Torrey Hills Master Association

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Date: September 16, 2026

To: Torrey Hills Master Association Members

RE: Enforcement Policy – 28-Day Review & Comment Period

Dear Homeowners,

During the August 19, 2026, Open Session Board Meeting, the Board of Directors voted to send the attached Draft Enforcement Policy to the membership for the mandatory 28-day review and comment period.

This communication has been posted at the designated location on the association website/member portal. In accordance with Civil Code § 4360, we invite all homeowners to review the proposed changes and submit their comments.

The Board of Directors will review all submitted comments and will vote on the adoption of the proposed policy at the Open Session Meeting, scheduled for October 21, 2026, at 6:30 PM, via zoom.

Join Zoom Meeting
https://us06web.zoom.us/j/87817410084?pwd=8UlPbN0VYAhB2QULOi4w0phXxHAll5.1
Meeting ID: 878 1741 0084
Passcode: 857401

Please submit all comments to Avalon Management no later than October 15, 2026, or attend the Open Session Meeting to provide feedback during the homeowner forum.

Thank you in advance for your feedback.

Sincerely,
At the Direction of the Board of Directors

Leanne Beck, CMCA, AMS, PCAM
Regional Vice President
Avalon Management Group

TORREY HILLS MASTER ASSOCIATION

2026 ENFORCEMENT POLICY & FINE SCHEDULE

The following procedure will apply to all violations of the Association's governing documents, including the Master Declaration of Restrictions for Torrey Hills Master Association ("CC&Rs") and all duly adopted Rules and Regulations ("Rules"). Owners may report violations to the management company or Board of Directors by submitting a written notice describing the violation. The Board of Directors, management company, or committee appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives.

At the time a violation is reported or noted by the Board, the Board shall generally send a courtesy warning notice of violation ("Warning Notice") to the Owner and resident, if different, describing the violation and advising the Owner on the actions required to cure the violation. This Warning Notice shall be served by first-class mail or email if the Owner has requested to receive Association communications via email. Generally, no monetary penalties (i.e., fines) shall be assessed to the Owner at this time. If compliance occurs prior to a hearing, the Board will take no further action. Notwithstanding the foregoing, 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 Warning Notice and proceed directly to the actions described below and/or other enforcement actions authorized by the governing documents and California law. Similarly, in the event the Association incurs an expense which the Owner is liable for under the CC&Rs, the Board may proceed directly with a hearing as set forth below.

If the violation described in the Warning Notice is not corrected within the time specified, or if the violation is repeated, a second notification letter will be sent to the Owner ("Hearing Notice"). The Hearing Notice will advise the Owner that a hearing before the Board will be held. The Hearing Notice shall describe the alleged violation(s), including the applicable CC&Rs and/or Rules provisions; the date, time, and location of the hearing; a statement that the Owner may attend the hearing and address the Board; the penalties that may be assessed and the other disciplinary action that may be imposed at the hearing. The Board shall fix a hearing date and mail or email the Hearing Notice if the Owner has requested to receive Association communications via email, or personally serve the Hearing Notice on the Owner at least ten (10) days prior to the date of the hearing.

The hearing shall be conducted in executive session. The owner's identity and nature of the violation will be kept private.

At the hearing, the Board shall give fair consideration to the Owner's oral and/or written testimony, as well as any other information and/or evidence then before it which the Board reasonably determines to be material and relevant, in determining whether a violation occurred or is occurring and, if so, whether to impose: 1) a fine; and/or 2) a special assessment to reimburse the Association for costs incurred as a result of the violation or damage to Common Area.

In the event an Owner is called to a hearing for a curable violation ("Curable Violation")[1], and the Owner cures that violation prior to the hearing, or financially commits to curing that violation if it is infeasible to cure that violation prior to the hearing date, the Board may proceed with the hearing and impose a special Assessment at that hearing to recover any costs the Association has incurred as a result of the violation that the Owner is liable for under the CC&Rs. However, the Board shall not impose a fine or membership suspension against the Owner.

In the event an Owner is called to a hearing for a completed violation ("Completed Violation")[2], the Board may proceed with the hearing and, at its discretion, impose a fine. The Board may also impose a special Assessment to recover any costs the Association has incurred as a result of the violation, including any administrative and legal costs, and Common Area repairs costs for which the Owner is liable for under the CC&Rs.

Should the Owner fail to appear at the hearing and/or
fail to submit a written statement in defense of the allegations, the hearing shall still take place as scheduled.

The Owner and any relevant witnesses will be entitled to attend the hearing and the Owner shall be allowed to present evidence and testimony as is reasonable under the circumstances.

The Owner and any witnesses may be excused after the evidence is presented. The Board reserves the right to deliberate the issue of any alleged governing document violation and reach its decision out of the presence of the complainant (if any), the Owner and any representatives or witnesses.

If, at the hearing, the Board imposes disciplinary action against the Owner, the Board shall notify that Owner, in writing, within fourteen (14) days following the Board's decision to take action. This notice shall be provided by first class mail or by email if the Owner has requested to receive Association communications via email.

If the Board decides to impose a fine and/or a special assessment against the Owner, such fine(s) and assessment(s) shall become due and payable five (5) days after written notice of the Board's decision to impose the fine(s) and assessment(s) is provided to the Owner.

If a Curable Violation is not cured within thirty (30) days or is repeated, the violation shall be deemed another violation for each thirty (30) day period that it persists, and the Board may call the Owner to additional hearings whereat the Board may impose additional discipline, including without limitation, additional fines as provided for in the Fine Schedule.

If, at the hearing, the Board and Owner come to an agreement on when and how a Curable Violation will be cured and the financial commitment[3] the Owner will provide to

[1] A Curable Violation is a violation that can be cured, such as an unauthorized alteration to the Common Area.

[2] A Completed Violation is a violation that once committed, cannot be undone, such as a dog-bite, harassment of another resident or a noise nuisance.

[3] A "financial commitment" shall be an amount equal to or near the cost the Association will incur to cure the violation in the event the Owner does not do so by the agreed upon date. In the event the Owner fails

protect the Association against the Owner's breach of the agreement, the Board shall prepare a written resolution outlining the terms of the agreement, which shall be signed by both parties. This agreement shall be judicially enforceable.

If an Owner disagrees with the Board's decision(s) at the hearing, the Owner can request internal dispute resolution and the Board will promptly designate a Board member to participate in internal dispute resolution with the Owner. If any agreement is reached at the internal dispute resolution, such agreement shall be placed in writing and signed by the Owner and Association and shall be judicially enforceable.

Please note that the Board may elect not to call an Owner to additional hearings for certain ongoing, persistent and uninterrupted CC&Rs and Rules violations. Instead, the Owner may be assessed additional fines on a monthly basis, in accordance with the Association's Fine Schedule, until the violation is cured.

In addition to the above-mentioned discipline, the Board may refer such matters to the Association's legal counsel. If legal counsel is utilized, the Owner may be held liable for the Association's legal fees in accordance with section 4.9 of the CC&Rs. If litigation ensues, the Owner may be liable for the Association's attorneys' fees and court costs as provided for in Civil Code Section 5975 and section 12.10 of the CC&Rs.

FINE SCHEDULE

The following schedule of fines shall apply where the Board finds a violation of the governing documents (e.g., the Association's CC&Rs and/or Rules) has occurred and, in its sole discretion, determines to impose a fine against the applicable Owner(s). These fines are in addition to any special assessment that may be imposed.

1st Offense

Generally:	Warning Notice
Hazardous Activity[4]:	$____400.00____
Unauthorized Architectural Alterations Generally:	Warning Notice

2nd Offense/Second Thirty Day Period of Ongoing Violation

Generally:	$100.00
Hazardous Activity:	$400.00

to cure the violation by the agreed upon date, the Association shall be entitled to impose a special assessment against the Owner for this amount, as well as any other amounts owed the Association.

[4] A hazardous activity is any violation that may result in an adverse health or safety impact on the Common Area or another Owner's property (e.g. unauthorized architectural alterations that jeopardize the structural integrity of a building or any portion of the a building; allowing a dog to roam off-leash; speeding or failing to abide by posted traffic signs; consumption of alcohol in the pool area; use of glass containers in pool area; harassment, intimidation and other threatening conduct; failing to promptly address water intrusions. The Board shall identify violations that constitute hazardous activity and the reason(s) at a duly noticed open session Board meeting.

Unauthorized Architectural Alterations Generally: $100.00

3rd Offense/Third Thirty Day Period of Ongoing Violation

Generally: $100.00

Hazardous Activity: $400.00

Unauthorized Architectural Alterations Generally: $100.00

4th and Subsequent Offenses/Each Additional Thirty Day Period of Ongoing Violation

Generally: $100.00

Hazardous Activity: $400.00

Unauthorized Architectural Alterations Generally: $100.00

Persistent, Continuing, and Uninterrupted Curable Violations:[5]

For any Curable Violation of the governing documents that is persistent, continuing and uninterrupted in nature, the Board may levy a per month fine of up to **$100.00** for each and every month the violation persists. Notwithstanding the foregoing, if such violation creates an adverse health or safety impact on the Common Area or a Lot, the Board may levy a fine of up to **$400.00** for each and every month the violation persists

Before imposing such a penalty, the Board shall provide the Owner with notice of the violation and invite the Owner to a hearing as stated above. This notice shall clearly state that the Board may initiate monthly fines if the violation is not cured by a specified date.

In the post hearing notice, the Board shall provide the Owner with a time frame within which the violation must be cured and notice that if the violation is not cured within the stated time frame, it will commence monthly fines without further notice and hearings. The Board may also levy an initial fine in accordance with the current Fine Schedule.

If the Owner fails to attend the noticed hearing, the notice contained in the Hearing Notice and the post-hearing notice confirming the disciplinary action being taken, including the Board's intent to commence monthly fining, shall suffice.

Please note that the fines listed above are in addition to any amounts imposed on the Owner(s) to reimburse the Association for actual costs, damages or expenses incurred by the Association in obtaining compliance with the governing documents and/or repairing

[5] For the purpose of this document, a "persistent, continuing and uninterrupted violation" is an ongoing, rather than repetitive, violation (e.g., unauthorized architectural alterations).

or replacing property or improvements damaged or destroyed as a result of any such violation. If circumstances warrant, the Board may impose lesser amounts.

In accordance with California Civil Code section 5975(c) and section 12.10 of the CC&Rs, an Owner shall be liable for the Association's legal fees and court costs in the event litigation is required to obtain the Owner's compliance with the governing documents.