

Mission Trails Villas

HOMEOWNER RULES AND REGULATIONS

October 2006

INTRODUCTION

The general Rules and Regulations, as contained herein, were adopted by the Board of Directors as authorized by the Association's recorded Declaration of Covenants, Conditions and Restrictions ("CC&R's"). The Rules and Regulations are intended to govern the conduct and activities of all members, residents and their guests so as to attain maximum pleasure of living in the community without unreasonable annoyance or interference from others. Landlords are **REQUIRED** to provide a copy of these Rules and Regulations to their tenants **PRIOR TO** tenant's moving in and are held responsible for their tenant's actions. The Rules and Regulations are intended to supplement and compliment the Association's governing documents, including the CC&R's. If you do not understand the details herein, please contact the management company.

ENFORCEMENT

The Association's governing documents authorize the Board of Directors to initiate an enforcement action to cure violations of these rules which enforcement action includes the imposition of fines and/or suspension of privileges. The Association, through its legal counsel, may also initiate legal action, including filing a lawsuit, to compel compliance with these Rules and Regulations. The Board of Directors may delegate any of its powers to regulate and enforce these Rules and Regulations to a committee of the Board.

In addition, The Homeowners Association will adhere to the INTERNAL DISPUTE RESOLUTION and ALTERNATIVE DISPUTE RESOLUTION laws as described in California Civil Code Sections 1363.810 et. seq. and 1369.510 et. seq. respectively. Please refer to the Homeowners Association Notice of Alternative Dispute Resolution Procedures mailed with other HOA policy descriptions dated December 28th, 2005.

VIOLATIONS OF RULES AND REGULATIONS

Owners are encouraged to report violations of these Rules and Regulations in writing to the current management company or appropriate committee. Please do not assume that the Association, the Board of Directors or the managing agent is aware of a violation. If a serious violation of grave safety nature is observed, please notify San Diego Police Department immediately.

ENFORCEMENT / FINE POLICY

The following actions may be taken by the Association to enforce violations of the Association's Governing Documents.

Once the Association receives a written complaint of a violation occurring within the development, or a violation is noted in periodic walk-throughs by management and its staff, or by security, the enforcement process may be started against the offending owner, as set forth below. However, nothing in this section shall obligate or require the Board, or any authorized committee, to take such action. Owners are responsible for the conduct of their family members, tenants, guests, invitees, contractors and occupants of their Unit.

Depending upon the severity and frequency of the violation and the violator's history of compliance, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

A. ACTIONS THAT MAY BE TAKEN:

Penalties for violations of the Association's governing documents may include:

1. Warning letters.
2. Imposition of a fine in accordance with the fine schedule set forth below after the offending owner(s) have been provided with "notice and an opportunity to be heard" on the violation pursuant to the Due Process requirements of *Civil Code* § 1363(h).
3. Assessments to reimburse the Association for costs of repairing damage to the Common Area, or to reimburse the Association for costs incurred in bringing the Owner's residence into compliance with the governing documents, including but not limited to legal fees, after the offending owner(s) have been provided with notice and an opportunity to be heard on the violation pursuant to the Due Process requirements of *Civil Code* § 1363(h).
4. Suspension of voting rights or rights to use the Common Area facilities after the offending owner(s) have been provided with notice and an opportunity to be heard on the violation pursuant to the Due Process requirements of *Civil Code* § 1363(h).
5. Initiating Internal Dispute Resolution (IDR) pursuant to *Civil Code* § 1363.810 et. seq.
6. Instituting Alternative Dispute Resolution (ADR) pursuant to *Civil Code* § 1369.510 et. seq.
7. Filing a lawsuit.

8. Other actions or a combination of actions, as permitted by law and/or the governing documents.

B. ENFORCEMENT:

Generally, though not necessarily, the Association will adhere to the following penalties:

1. Upon the first offense, a warning letter and request to correct the violation (if applicable) may be sent.
2. If the violation continues, or is not corrected, a letter and notice of a hearing may be sent in which the owner will be notified of a possible fine, assessment, and/or suspension of privileges.
3. If the violation continues, or is not corrected thereafter, the matter will be sent to the Attorney. Any cost/attorneys fees incurred will be charged as an assessment, after the Owner(s) have been afforded Due Process pursuant to Civil Code Section 1363(h).
4. If the violation continues, the Association may invite the homeowner to participate in Internal Dispute Resolution (IDR) pursuant to Civil Code Section 1363.810 et. seq.
5. If the violation continues, the Association may offer to submit the dispute to Alternative Dispute Resolution (ADR) pursuant to Civil Code Section 1369.510 et. seq. That statute requires that any costs incurred for the mediator or arbitrator are divided equally between the parties.
6. The Association has the right to proceed with legal action to compel compliance with the governing documents. The prevailing party in any such dispute is entitled to recovery of their attorney's fees and costs.
7. The Association's Board of Directors ("Board") shall have discretion as to which of the foregoing remedies it elects to initiate, and when to do so. The Board if not required to utilize every remedy above in every enforcement action. Legal action may be immediately sought in the form of a Temporary Restraining Order where appropriate.

Payment of an assessment or fine, or completion of a suspension period does not eliminate the owner's obligation to correct the violation.

C. DUE PROCESS:

Due Process shall consist of and shall provide the Owner with at least ten (10) days notice of the hearing at which the Board will consider imposing discipline by against the Owner allegedly in violation. The notice shall describe the alleged violation and shall provide the date, time and location of the hearing, which may be scheduled concurrent with any regular or special Board meeting, or annual meeting. The Owner shall have the right to attend

the hearing and to address the Board, either in person or through writing. In the event the Board determines to take disciplinary action after the foregoing hearing, the Association will provide the owner(s) with written notice of its decision within 15 days of the hearing.

D. FINE SCHEDULE:

The fine schedule for violations will be in the following amounts:

1. **First Offense:** As indicated above, a warning letter will be sent to the Owner. Typically fines are not imposed at the first offense; however, the Board reserves the right to impose a fine on the first offense if the factual circumstances support the decision. Any such fine shall not exceed \$100.
2. **Second Offense:** Possible imposition of fine not to exceed \$250, individual special assessment to reimburse the Association for costs incurred in attempting to gain compliance with the Association's governing documents, suspension of privileges and/or filing of lawsuit.
3. **Third Offense:** Possible imposition of fine not to exceed \$500, individual enforcement assessment to reimburse the Association for costs incurred in attempting to gain compliance with the Association's governing documents, suspension of privileges and/or filing of lawsuit.

Depending on the severity and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. Fines will typically range from \$100.00 to \$500.00 but substantially higher fines may be levied in extreme cases.

- **No illegal activities, including, but not limited to, the use, sale, possession, distribution, or illegal cultivation of marijuana or any other controlled substance, or the possession or consumption of alcoholic beverages by minors, is allowed anywhere within the project at any time. Violators will be prosecuted.**
- **All units shall be used for residential purposes only. Commercial or business activities may only be operated from within a Unit provided there is no external evidence of the same and provided there is no impact on the common area facilities, including, but not limited to, the guest parking.**

E. PRELITIGATION REQUIREMENT:

Neither the Association nor any member may file a an enforcement action in Superior Court unless and until the party bringing such an action has first offered to submit the dispute to Alternative Dispute Resolution ("ADR") pursuant to Civil Code Section 1369.510 et seq. This requirement applies to any enforcement action which seeks that is solely for (1) declaratory relief; (2) injunctive relief; (3) writ relief; and (4) relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000.00). This prelitigation requirement does not apply to Small Claims

actions and assessment disputes. (*Cal. Civ. Code* § 1369.520) The cost to participate in ADR must be shared equally between the parties. Failure of a party to comply with the foregoing requirement subjects that party's Complaint (lawsuit) to a Motion to Strike or Demurrer, and may be considered by the Court in determining the amount of the award of attorneys fees to the prevailing party. (*Cal. Civ. Code* § 1369.580)

POOL FACILITIES (POOL/SPA/SAUNA)

A. GENERAL

- Posted regulations for pools and spas must be obeyed at all times.
- Members, occupants and/or their guests use the Pool, Spa and Sauna at their own risk. The Association is not responsible for any injuries or death which may result from or which is in any way is attributable to the use of these facilities.
- Use of pool, spa, and sauna facilities is restricted to residents and their accompanied guests (up to 4) ONLY. With the exception of a certified service dog, **NO ANIMALS ARE ALLOWED IN THE POOL, SPA OR SAUNA AREAS AT ANY TIME.**
- **The Association does not provide lifeguard service. Children under 14 years of age must be accompanied and supervised by an adult over the age of 18 years at ALL times while within the Pool/Spa area (San Diego City Ordinance).**
- **Pool, Spa and Sauna hours are:**
Sunday through Thursday 6:00 A.M. – 10:00 P.M.
Friday and Saturday 6:00 A.M. – 11:00 P.M.
Anyone using the Pool/Spa facility outside of these hours will be asked to leave immediately. Failure to do so is a violation of these Rules and Regulations subjecting the violator to an enforcement action as outlined above.
- Entry to the pool/spa/sauna must be through keyed gates only.
- Other than for its intended purpose, i.e. in an effort to effect the rescue of a person in distress, lifesaving equipment must not be interfered with by any person at any time.
- Please do not remove pool furniture from pool area.
- Pool gates must be closed and locked at all times, as well as doors to restrooms.

- Keys may not be duplicated or loaned to non-residents. There is a \$50 replacement fee for lost or damaged keys. **Residents are required to have their key in their possession when using pool facilities.**
- Non-resident owners temporarily *forfeit their right* to the use of the pool and spa facilities while their unit is rented.
- All pool users must vacate the area when maintenance is present.

B. CONDUCT

- General rules of safety and proper behavior must be observed at all times.
- No climbing over gates or fences; residents must use key.
- No diving, running, pushing or boisterous play allowed in pool area.
- Noise: Please be considerate of the occupants of units neighboring the Pool/Spa area, especially during early morning hours and late evening. Generating unreasonable noise, which disturbs those occupants in the quiet use and enjoyment of their homes, including, but not limited to, unreasonably loud voices, radios, or other entertainment devices, is a violation of these Rules and is prohibited in the pool/spa area at any time.
- No person shall use the pool or spa while intoxicated, nor shall any person use the pool or spa while suffering from a communicable disease, including, but not limited to any skin disease or infection. No person shall use the pool or spa with an exposed cut or wound.
- If self tanning cream is used, please place towel between you and pool furniture.
- Each pool user must dispose of trash in containers provided and all personal items removed when leaving the area.
- No food or large play objects allowed while in pool.

C. ATTIRE

- Customary swimming attire is required. Street clothes are not permitted.
- Infants must wear waterproof swimming diapers at all times while in the pool.
- Long hair causes problems with the Pool/Spa filtration systems, resulting in increased maintenance costs. All persons with shoulder length hair or longer

are strongly encouraged to use devices such as clips and "scrunchies" to contain their hair to minimize this problem.

D. PROHIBITED ITEMS

- **NO GLASS OR OTHER BREAKABLE ITEMS ALLOWED IN THE POOL AREA.** Only unbreakable containers may be used. Anyone seen with glass or other breakable materials will be asked to remove them from the area or leave immediately. Should any glass or other materials be broken in the vicinity of the pool, the homeowner will be responsible for paying the cost of draining, cleaning, and refilling the pool or spa.
- Smoking is prohibited in the pool and spa area at any time.
- **NO ANIMALS ALLOWED IN THE AREA.** This Rule does not apply to registered service animals.
- Bicycles, roller skates, skateboards and/or any other similar recreational wheeled device are prohibited in the Pool/Spa area at any time.

FITNESS ROOM

A. GENERAL

- Members, occupants and/or their guests use the Fitness Room at their own risk. The Association is not responsible for any injuries or death which may result from or which is in any way is attributable to the use of this facility
- **Children under 14 years of age must be accompanied and supervised by an adult over the age of 18 years at ALL times while using the Fitness Room.**
- **Fitness room hours are:**
Sunday through Thursday 6:00 A.M. – 10:00 P.M.
Friday and Saturday 6:00 A.M. – 11:00 P.M.
Anyone using the Fitness Room outside of these hours will be asked to leave immediately. Failure to do so is a violation of these Rules and Regulations subjecting the violator to an enforcement action as outlined above.
- Entry to fitness room must be through keyed doors only, which must be locked at all times.
- Fitness room and restroom doors must be closed at all times.
- Keys may not be duplicated or loaned to non-residents. There is a \$50 replacement fee for lost or damaged keys. **Residents are required to have their key in their possession when using the Fitness Room.**
- Please do not remove equipment from fitness room.

- All fitness room users must vacate the area when maintenance is present.
- Non-resident owners temporarily *forfeit their rights* to the use fitness room/equipment while their units are rented.

B. CONDUCT – General rules of safety and proper behavior must be observed at all times.

- Only personal entertainment devices used through headsets may be used in the Fitness Room.
- No person shall use the Fitness Room while intoxicated.
- No person shall use the Fitness Room with an exposed cut or wound.
- Each Fitness Room User must dispose of trash in containers provided, and all personal items must be removed when leaving the area.
- No food is allowed in the Fitness Room at any time. Non-alcoholic drinks in plastic containers are permitted.

C. PROHIBITED ITEMS

- **NO GLASS OR OTHER BREAKABLE ITEMS ALLOWED IN THE FITNESS ROOM OR SURROUNDING AREA.** Only unbreakable containers may be used. Anyone seen with glass or other breakable materials in the Fitness Room will be asked to remove them from the area or leave immediately.
- Smoking is prohibited in the Fitness room and surrounding area at any time.
- Bicycles, roller skates, skateboards and/or any other similar recreational wheeled device are prohibited in the Fitness Room or surrounding area at any time.

VEHICLES & PARKING

Any Vehicle parked in violation of these Parking Rules **WILL BE TOWED AWAY AT THE OWNER'S EXPENSE**, pursuant to California *Vehicle Code* Section 22658.2. The Association will not be liable for any damages incurred by the vehicle owner because of removal of a vehicle in compliance with the above-referenced section or for any damage to the vehicle caused by the removal.

- The speed limit within Mission Trails Villas community is 10 mph. Violation of speed limit constitutes breach of Rules and Regulations and violator will be subject to enforcement action.

- Any vehicle which is parked in a marked fire lane, within fifteen feet (15') of a fire hydrant, in a space designated for disabled persons without proper authority, or in a manner which interferes with any entrance to or exit from the property may be **towed without notice to the owner.**
- No tandem parking allowed.
- Inoperable and/or unregistered vehicles may not be stored or parked within the Project at any time.
- Parking spaces may be used for parking vehicles **ONLY**. Parking spaces may not be used for storage, including, but not limited to storage of an inoperable or unregistered vehicle.
- The use of car covers is prohibited except by written approval by Board.
- No vehicle shall be left in a condition that will constitute a fire hazard or that will cause damage to any common area (oil/transmission fluid leaks).
- Vehicle maintenance is not permitted within the project at any time.
- No large truck, motor homes, trailers, boats or similar vehicles may be parked in the common area guest parking spaces. **Exception:** Commercial vehicles may be parked in the common area guest parking spaces for short durations while providing services to a residential Unit. For the purpose of this rule, "short duration" shall mean not more than eight (8) hours during any 24 hour period. All other vehicles will be towed at owner's expense.
- Washing cars in locations, other than those specifically designated for such use by the Board, is strictly prohibited.
- Bicyclists are required to obey the above rules.
- **Residents are not permitted to park in the common area guest parking spaces at any time. Said guest parking spaces are ONLY for the use of Guests. Guest vehicles may be parked in designated guest parking spaces for a maximum of 72 consecutive hours (3 days) only. A person shall not be considered a guest if the person is a regular overnight visitor, or is a resident or is parking more than 6 nights per calendar month in a guest parking space. Any vehicles parked in the guest parking spaces in violation of this restriction will be cited. A second violation of this restriction will result in the vehicle parked in violation of the same being TOWED AWAY AT THE VEHICLE OWNER'S EXPENSE.**
- Residents may reserve an open parking space at the rate of \$50.00 per month. Pricing is subject to change at the Board's discretion. Due to the limited availability of such parking, the same is offered to resident Owners only.

PETS

No pet shall be permitted to be kept on any portion of the Project if it makes excessive noise or otherwise constitutes an unreasonable annoyance to other Owners, or is deemed by the Board of Directors to constitute a nuisance to any resident. The Board reserves the right to require the removal of any such pet after providing the Owner of the pet with notice and an opportunity to be heard on this issue.

Subject to the foregoing restriction, ONLY one (1) domesticated bird, cat, dog or aquatic animal or fish kept within an aquarium per Unit may be kept within the Project by any Owner or occupant. No animals may be bred within the Project at any time.

- ***Any and all pets must be restrained by a leash at all times*** when in the common areas and the leash must be under the control of a person capable of restraining the animal (San Diego City Ordinance).
- **Pets are prohibited in the pool, tennis and Fitness Room areas at any time.**
- No animal shall be attached by a leash onto any portion of the common area for any period of time.
- Pet Owners shall clean up their pet(s) waste, wherever deposited, immediately upon becoming aware of the same. Recognizing that pet waste can, in addition to being a health and safety concern, damage or destroy vegetation, Pet Owners shall be financially responsible for any such damage caused to the Association Common Area or any separate interest as the result of that Owner's failure to comply with this provision.
- **Structure for the housing of any pet must not be visible from neighboring property.**
- **Owners are responsible for residents and guests pets. They shall be liable for any personal injury or property damage caused by their pets.**
- **Residents who observe or who become aware of violations of these pet restrictions are encouraged to report the same to the Management Company and/or San Diego County Animal Control.**
- All dogs and cats shall have a current license which shall be prominently displayed. Any animal found to be in violation of this restriction shall be reported to the San Diego County Animal Control.
- Registered service dogs are exempt from application of any restriction which would prevent that animal from performing its role as such.

RENTAL/SALE REQUIREMENTS

It is the responsibility of the Owner of any rented or leased unit to provide a copy of the Association's governing documents, including these Rules and Regulations and Association's CC&R's to their tenants. PLEASE NOTE: the Association's remedies for violations of its governing documents, as set forth in the "Enforcement/Fine Policy" Section above, **only apply to Owners**. As such, Owners shall be responsible for the actions of their tenants and/or guests and shall be the subject of an enforcement action initiated to cure any violation of the Association's governing documents by their tenants and/or guests. Owners shall be financially responsible for the consequences of any violations of the Association's governing documents by their tenants and/or guests which financial responsibility includes any fines, assessments and/or legal fees incurred to compel compliance with said documents.

- No Unit may be leased or rented for a period of **less than six (6) months**.
- Absentee Owners must provide the Association with their off-site mailing address. Failure to do so may result in any such absentee Owner not receiving important communications from the Association, and the Association will not be responsible for the same where an Owner has failed to provide the Association with their alternate mailing address.
- Owners must provide the Association with a copy of any rental or lease agreement relating to that Owner's property within the Association within fifteen (15) days of the date of execution of the same. Owners shall also submit a written statement of the names of all occupants of their Unit to the Association including a declaration that the Owner has provided a copy of the Rules and Regulations and the CC&R's to their tenant(s).

SIGNS

- **Subject to the following exception, Owners are prohibited from placing any sign anywhere in the Association Common Area at any time. Exception:** Owners may temporarily place one sign of reasonable dimensions and design in or on the common area grass during weekends **ONLY**. For the purpose of this section, "weekend" shall mean between the hours of 6:00 a.m. on Saturday morning through 6:00 p.m. on Sunday night. No other signs, including, but not limited to "open house" signs are permitted anywhere within the Association common areas at any time.
- An Owner or his or her agent may display a sign of reasonable dimensions and design wholly within their separate interest Unit (e.g. in the window) which advertises the following: (1) that the property is for sale, lease or exchange by the Owner or his or her agent; (2) directions to the property; (3) the Owner's or agent's name; and (4) the owner's or agent's address and telephone number.
- Garage sales are not permitted at any time.

ARCHITECTURAL RULES AND REGULATIONS

- The Association shall manage, maintain and repair the Association Common Areas. **Exception:** The Association shall not be obligated to maintain or repair any portion of the Common Area where it has been determined that such maintenance and/or repair is necessary as the result of the negligent or willful act of any Owner, their tenant(s), guest(s) and/or the occupant(s) of their Unit, including, but not limited to, any maintenance or repair that is necessary as the result of any Owner, their tenant, guest and/or occupant of their Unit's failure to perform their maintenance obligations as set forth in the Association's governing documents.
- Utility closets are Association property and are not to be used for personal storage.
- Pursuant to Article 13 of the Association's CC&R's, some sections of the Exclusive Use Decks, Patios and Balconies are maintained by the Association. Nothing shall be done in any such Exclusive Use Area which may or which does in fact increase the need for or scope of the Association's maintenance obligations in any such area.
- Exclusive Use Decks, Patios and Balconies may not be used for storage of any item which can be viewed from the Association Common Area or a neighboring Unit, or which otherwise impacts and detracts from the general aesthetic appearance of the community. Prohibited items and activities include, but are not limited to: surf boards, exercise equipment, bicycles, wet suits, towels, storage containers, rugs, and clothes lines. For insurance and liability reasons, barbeques cannot be stored or used on a patio, balcony or deck at any time. Usual and customary patio furniture may be used.
- For insurance and liability reasons, pots, planters or other similar containers may not be placed on balcony **ledges** at any time. Plant containers may be placed on patio, balcony, and deck **floor surfaces**, provided that the same are placed on a tray or other similar device designed to catch water.
- Owners are prohibited from attaching any item, including, but not limited to, plants, holiday decorations, wind chimes, flags, wires, and satellite dishes, to the exterior of any building at any time. **The front entry wood door can not be discolored or faded in any way. When re-staining maintenance is necessary, Owners shall re-stain with the existing color stain, unless the Owner has the written approval of the Board to use an alternative color.**
- Owners must obtain the written approval of the Association's Aesthetic Committee prior to initiating most physical changes, alterations or modifications to their Units exterior or interior. Changes requiring such prior approval include, but are not limited to; planting of trees; installation of A/C units, antennas, satellite dishes and patio covers; any exterior modifications or alterations of any kind; installation of screen doors, sun shades and

awnings; construction of walls or fences. Replacement screen doors and windows shall conform to the pre-approved models/styles selected by the Board. **Owners are strongly encouraged to contact the Association if they are any doubt as to whether approval for a physical change is required. Failure to obtain prior approval where required may result in the Owner being required to remove any unauthorized improvement at the Owner's expense.**

- No structural changes to the interior of any Unit (including windows or doors that are visible from the Common Area or a neighboring Unit) may be initiated without the prior written approval by the Aesthetic Committee. It is the Owner/applicants sole responsibility to obtain any requisite building permits and the Association shall not be responsible for any damages which may result from an Owner's failure to obtain any necessary permits. That said, obtaining the requisite permits shall in no way be deemed or construed as approval of the physical change by the Association.

The Aesthetic Committee shall approve or deny an application for a physical change to a Unit within forty-five (45) days of receipt of the same. In the event the Aesthetic Committee fails to do so within this timeframe, the Owner shall transmit in writing to the Association by certified mail advising the Association that failure to approve or deny the application within thirty (30) days of the date that letter is received and signed for shall be deemed approval of the application.

- **Free standing** flag poles of a reasonable height may be placed on decks, patios, and balconies. Owners shall adhere to any and all applicable Federal and State statutes governing the appropriate times and manners a United States flag may be displayed. Flags, flag poles and/or flag standards may not be located in or attached to the Association Common Area, including attachment to the exterior of any condominium building, at any time, nor shall any flags, flag poles or flag standards be attached to any Exclusive Use Area at any time.
- **Windows shall only be covered with window coverings intended for that purpose such as curtains, draperies, vertical blinds, Venetian blinds, shades and shutters. All such window coverings must be of a light, neutral color. Materials such as newspapers and foil which are not intended for use as a window covering may not be used for this purpose. Mirrored or highly reflective glass is also prohibited. Owners must obtain the written approval of the Board prior to installation of any custom window covering.**

TRASH

- Owners may not allow their rubbish, trash or garbage to accumulate in their Unit such that the same constitutes or becomes a health and safety hazard. Owners and/or occupants may not dispose of any rubbish, trash or garbage in the Association Common Area (except in the designated receptacles) or in any other residents separate interest or Exclusive Use Area, nor may they allow their rubbish, trash or garbage to accumulate in any such area.

- All trash is to be sealed in trash bags and placed in containers, which are located throughout the Common area. **Trash is not to be left outside resident door** for disposal at a later time.
- All boxes must be broken down and placed inside container.
- Disposing of any toxic materials such as paint, oil, antifreeze, etc. in the common area trash receptacles is illegal and is strictly prohibited.
- **Disposing of unwanted furniture, appliances, equipment, etc. is prohibited.** It is a cost to the Association to remove such items which have not been inappropriately disposed of. It is Resident's responsibility to use other means of removing such items from the premises, such as calling non profit organization for pick up. The Owner of any Unit determined to be in violation of this restriction will be billed for any costs incurred by the Association as the result of their violation.
- The foregoing prohibition against disposing of trash in the Common Areas applies with full force to the disposal of cigarette butts in any such area. The Owner of any Unit determined to be in violation of this restriction will be billed for any costs incurred by the Association, such as the cost for the landscaping contractor to clean up such trash, as the result of their violation.
- Please place junk mail in recycle bins.

NOISE AND OTHER DISTURBANCES

Please be considerate of residents living around you and observe the following restrictions:

- **An Owner and/or occupant of the Association and/or their guest may not unreasonably disturb other Owners and occupants of the Association from the quiet use and enjoyment of their homes. Radios, televisions, musical instruments, PARTY ACTIVITIES, pets, automobiles and all other sources of noise must be restricted to a LOW LEVEL at 10:00 P.M. Sunday through Thursday and 11:00 PM on Friday and Saturday.**
- **Residents who are unreasonably disturbed by excessive noise should contact local law enforcement (or Animal Control in the case of a dog which barks excessively), as their primary contact and means by which to address this nuisance behavior. Any such complaints should also be copied to the Association through the managing company which can and will take investigate and take action to address any such valid complaint.**
- **The use of power tools and/or any similar tool, mechanical device or equipment is strictly prohibited between the hours of 5:00 p.m. and 8:00 a.m., 7 days a week.**

- The Board of Directors reserves the right to deem any resident, any pet or any guest a nuisance.

CHILDRENS PLAY ACTIVITIES

- Common Area roadways, driveways, walkways and landscaping are not intended as or monitored as play areas. The Association will not be responsible for any injuries or death that may result from an Owner of occupant allowing their children or their guest's children to play in these areas. The Association will pursue recovery of the cost to repair any damage to the Common Areas caused by the children of an occupant and/or their guest impermissibly playing therein. Examples of such prohibited activities include, but are not limited to, riding skateboards in the common areas and playing in the Common Area landscaping.
- Children's toys may not be left or stored on any portion of the Common Area; including roads and walkways at any time.

COMMON AREA

- Do not leave barbeques unattended (major violation).
- Clean barbeque area after use.

ADMINISTRATIVE

Board of Directors:

President – Enrique Valencia
Vice President – Joseph Gappy
Secretary – Diana Humphrey
Treasurer – Sonia Maldonado
Member at Large – Rajib Sengupta