

**RULES, REGULATIONS, AND RESPONSIBILITIES
FOR
MENDOCINO MANAGEMENT ASSOCIATION NO. 1
SEPTEMBER 1, 2011**

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SECTION I
INTRODUCTION

Each homeowner is a member of the Mendocino Management Association No. 1 (Association) by virtue of ownership. Any member (homeowner) may delegate his right of enjoyment of the Common Area to his tenant. However, the owner retains full legal responsibility for compliance by the tenants and their respective visitors to all provisions and rules of the Governing Documents (CC&Rs, By-Laws, Articles of Incorporation, and these Rules and Regulations) as they apply to the enjoyment of the Common Area and maintenance of the individual property. Only the owner (member) or his proxy may exercise the right to vote and initiate actions of Association matters as outlined in the Governing Documents.

1. GENERAL USE

All units shall be used or occupied for the sole purpose of residential use. The use of any property for commercial or industrial purposes is prohibited.

2. LEASING OR RENTING:

Homeowner retains full legal responsibility concerning the actions of any lessee and their respective visitors. This responsibility is to include adherence to all Association rules and regulations.

3. TRASH COLLECTION:

Every homeowner shall be responsible for the individual unit's trash collection services. Trash containers may be placed outside for pick up no earlier than 6:00 p.m. the evening before the scheduled collection and removed no later than 6:00 p.m. the evening of collection. At all other times, trash containers must be stored inside the patio area or trash enclosure. All trash must be placed in heavy plastic sealed bags or scalable rubbish containers for collection.

Dumpsters located within the complex are for the landscaper's use only.

4. WINDOW COVERINGS:

Each owner shall install window coverings on all unit windows and glass doors of his or her unit within 90 days after the date of the conveyance of the unit to said owner. All drapes, curtains, window coverings, shutters, or blinds visible from the Common Area or public areas shall be neat in appearance. No window shall ever be covered with paint or aluminum foil; however, non-reflective solar films shall be permitted.

5. EXTERIOR ALTERATIONS:

Architectural Change Request forms are available at the Property Manager's office and are required prior to installation of:

- 1) Security bars for windows and doors – Installation must be by a professional. Owners are responsible for maintenance and repairs. Colors allowed are: Black, Brown, White, or the color of the building. Paint with a rust preventing paint (e.g., Rust-Oleum®). The security bars must lay flat against the unit's wall.
- 2) End unit attic windows – Installation must be by a professional. Owner assumes full responsibility for any damage from windows installed. Drawings and plans are to be submitted when applying with dimensions. Window dimensions allowed are: 4 ft x 3 ft, or 4 ft x 4 ft only.

3) Patio Covers and Sun Shades:

- a. Permanent Patio Covers. Owners must submit an Architectural Change Request before construction of any permanent patio covers. Note that a permit from the City might be required. Permanent patio covers may not be constructed to a height taller than that of the adjacent carport roof. Permissible materials for construction include wood, manufactured wood, or approved non-shiny vinyl products. Permissible colors for permanent patio covers are “coffee” brown (i.e., the approved color for patio/carport fences), or one of the main house colors (i.e., currently tan or dark tan – Note: contact Property Manager for currently allowed paint color codes).
- b. Temporary Patio Covers/Umbrellas/Canopies. Residents may use temporary patio covers (i.e., sun shades) from April 1 through October 31, after which they should be stored for the season. Temporary patio covers are defined as typical, commercial-quality sun shades that can be installed or taken down in less than 30 minutes. These types of typical sun shades include patio umbrellas or “E-Z Up” type canopies. Umbrellas and “E-Z Up” type canopies should be of commercially-available standard dimensions. “E-Z Up” type canopies are not to exceed a size of 10’W x 10’L x 10’H. Umbrellas/canopies should be in good condition, without holes or tears in the canvas/cloth/plastic covers, and not faded. These temporary patio covers should be neutral in color and harmonize with the building colors (e.g., beige, tan, white, etc., but not “hot pink”, purple, chartreuse, “tarp blue”, etc.).

Note: The term canopies is NOT intended to include the use of manually constructed tarps.

- 4) Raising of fence line above normal height or making a fence gate.
- 5) Any exterior changes, i.e. windows, doors, etc.
- 6) Carport trash enclosure. Color: **COFFEE***.
- 7) Lattice. Color: **COFFEE***.

*Note: Other colors “may” be acceptable, but **ONLY** if approved beforehand by the Board of Directors. The homeowner must submit an Architectural Change Request, and this request must be approved before painting with a different color begins.

6. MUNICIPAL ORDINANCES:

The entire Mendocino Management Association No. 1 complex and property lie within the City of Chula Vista. **The City of Chula Vista has accepted Mendocino Drive and all alleys within the complex as public thoroughfares.** Accordingly, police, fire, sanitation, and other common municipal services are provided and regulated by the City of Chula Vista. Thus, Chula Vista codes, ordinances, and other regulations fully apply to all Mendocino residents and visitors.

SECTION II

USE OF COMMON AREAS

1. GENERAL USE:

The Common Areas have been set aside for the general use and enjoyment by the members of the Association and their guests. The preservation and care of the Common Areas depends primarily on the cooperation of each member, the employees of the Association, and the Board of Directors.

The Common Areas are owned and maintained by the Association. All owners share in the cost of landscaping and maintenance of the Common Areas. Residents are encouraged to reduce these costs by exercising individual and parental care to prevent damage to trees, shrubbery, sprinkler systems, banks, lighting poles, and fixtures. Residents should regard all common property as their own and report any damage or inoperative items or equipment immediately to the Property Manager.

Homeowners wishing to use the large Common Area field next to the swimming pool for a large gathering of people (12 or more), please notify the Property Manager.

The use of some items, such as “astrojumps”, need the approval of the Property Manager along with a liability waiver.

2. NO CONSUMPTION OF ALCOHOLIC BEVERAGES IN COMMON AREAS:

A violation of this rule applies to any person who consumes alcoholic beverages or has in his or her possession any bottle, can, or other receptacle containing any alcoholic beverage which has been opened, or a seal broken or the contents of which have been partially removed and who enters upon any Common Area, park area, parking area, or property of the Association. This includes any consumption of alcoholic beverages in any vehicle parked in any Association parking lot.

3. NO LOITERING IN COMMON AREAS:

A violation of this rule applies to any person loitering in any Common Area, park area, parking lot, or property of the Association in such a manner as to create or cause to be created any disturbance or annoyance to the comfort and repose of any person, homeowner, or resident. This includes any action that obstructs the free passage of any pedestrian vehicles or obstructs, molests, or interferes with any person, homeowner, or resident lawfully in any Common Area or personal residence.

As used in this section “loitering” shall mean remaining idle in essentially one location and shall include the concepts of consumption of alcoholic beverages, loafing, or walking about aimlessly, including the colloquial expression of “hanging around” and shall include the making of unsolicited remarks of an offensive, disgusting, or insulting nature or which are calculated to annoy or disturb the person to, or in which hearing they are made or directed towards.

Parties and the congregating of large groups of persons, homeowners, residents, or visitors in the Common Areas and alleys is prohibited without advance approval of the Property Manager which is contingent on neighbor approval.

4. NOISE ABATEMENT:

A violation of this rule applies to any person who causes to be created any noise, sounds, music, or disturbance, which includes loud or boisterous activities, that affects, disturbs, annoys or infringes upon the comfort or repose of any homeowner or resident or person. Noise abatement is a local ordinance which is enforced during both daylight and evening hours. Residents and homeowners are responsible for the conduct of their families and visitors. This is to include loud music or noise emanating from vehicles, portable radios, or dwellings. Curfew is 11:00 P.M. every day of the week.

5. NO LITTERING IN COMMON AREAS:

Littering is not allowed in any Common Area, park area, parking lot, or property of the Association. Littering includes the actions of any person, homeowner, resident, or visitor who causes to be deposited or left upon any Association property any trash, debris, garbage, or any item or substance not designated or mandated to be used in accordance with the proper maintenance of the Association property or grounds. Any cost incurred by the Association required to clean up aforementioned litter will be charged to the unit in which the homeowner or resident resides or in which unit had a visitor leaving the litter. This is to include the depositing of sunflower seeds, cigarette butts, gum, etc. upon any Common Areas.

6. VANDALISM AND GRAFFITI PROHIBITED:

A violation of this rule applies to any person who by either negligence or willful action or intention vandalizes, destroys, or damages any common property of the Association or causes or allows any person to paint or write upon any property of the Association, or on any utility service device that is designed to service the Association, which includes any sidewalk, wall, brow ditch, curb, fence, sign, power box, or tree within the Association property. This includes the theft of any Association property. Any cost incurred by the Association will be charged to the offending unit in which either the homeowner, resident, or visitor caused the charge to take place.

7. DISCHARGING OF FIREARMS AND FIREWORKS PROHIBITED:

A violation of this rule applies to any person who unlawfully discharges any firearm within the Common Area property of the Association. This includes the detonation of any fireworks, firecrackers, or explosive devices. This rule is subject to local law enforcement actions and ordinances in the case of justified firearms discharge.

8. TRESPASSING PROHIBITED:

A violation of this rule applies to any person not a resident of the Association who violates any local ordinance or Association rule or regulation and is declared by the Association or its representatives to be a nuisance to the homeowners and resident of Mendocino. Trespassers are subject to arrest or detention by the appropriate authorities.

9. USE OF CYCLES:

Motorcycles, motor scooters, minibikes, mopeds, and bicycles are not permitted on any planted areas or sidewalks of the Common Areas. This includes interior and exterior banks of the complex. Tricycles are permitted on sidewalks. The City of Chula Vista Traffic Codes governs use on streets and alleys.

10. COMMON AREA BANKS:

It is a violation for any person or persons to climb, park, loiter, or walk on any of the Association's interior or exterior banks and flowerbeds. This includes the climbing, playing, or sitting on of any Association fence.

11. MOTOR VEHICLES:

It is prohibited to drive or park any motorized vehicle on the Common Area, grass, or sidewalks. This applies to all residents and visitors. Maintenance and utility vehicles are excluded.

12. ROOFS, SIGNS, AND ANTENNAS:

No one shall be allowed on the roof of any unit, carport, storage shed or property of the Association.

There shall be no outside antenna constructed or maintained for any purpose on property owned and maintained by the Association other than the master antenna maintained by the Association, or in compliance with applicable laws or ordinances.

No sign, other than one sign not to exceed 200 square inches advertising a lot for sale, shall be erected or displayed. No sign of a permanent nature shall be allowed except those posted by the Association.

One "BEWARE OF DOG" sign posted on the fence gate is allowed.

13. PLAY AREAS:

Ball playing is only allowed in the designated park, south of the swimming pool. No ball playing of any kind is allowed in alleys or the parks/grassy areas in front of homes.

The common areas in front of any unit (i.e., courtyards, grass areas, banks, etc) and the alleyways are NOT designated play areas. Activities in these areas that create or cause to be created any disturbance or annoyance to the comfort and repose of any person, homeowner, or resident is prohibited and subject to a fine.

SECTION III

ACTIONS OF OWNERS AND RESIDENTS

1. QUIET PERIOD AND CURFEW:

In accordance with Association rules, residents and visitors are required to observe common courtesy concerning noise. Persons under the age of 18 are not allowed on streets or alleys after 11:00 P.M. any night of the week. This applies to all Common Areas and parking areas. A quiet period shall be observed by all residents and visitors from 11:00 P.M. to 6:00 A.M. daily.

2. PETS:

Dogs must be controlled by a leash at all times when on the Common Areas. Owners and residents are responsible for control of dogs within the complex. The Association has a general responsibility to maintain control of the Common Areas.

The Association owns no animals; therefore, it is not our responsibility for the clean up of defecation or litter of dogs, cat or other pets.

Any elimination deposited on any Association property by the pet of any resident or visitor shall be removed immediately by the owner of the animal. Dogs are not allowed to run loose and out of owner's physical control, which includes actual control with a leash. City ordinance regulates the above rules in streets and alleys. Farm animals are not allowed on any lot or Common Area, and include rabbits and chickens. The raising of dangerous pets, i.e., snakes, scorpions, etc. is strictly prohibited.

The City Animal and Fowl Regulations are very specific about the number of pets per household:

6.04.030 Dogs, cats and birds - quantity permitted in multiple family residence. The keeping of any bird or animal other than one dog and cat, and two birds or two dogs, or two cats and two birds per dwelling unit in a multiple family residence is prohibited. (Ordinance 774: 1 (part), 1961: prior code: 4.1 (C).

3. PARENTAL RESPONSIBILITY:

Parents are responsible for the actions of their children at all times while in the Common Areas. Any damage or destruction of landscaping, light fixtures, sprinklers, fences, buildings, or roofs caused by children will be charged to the family responsible. Parents are encouraged to direct their children's outdoor activity away from maintenance and landscape work, streets, and alleys.

4. CLOTHES LINES:

No clotheslines shall be permitted above the fence line and must be screened from all views exterior to the lot or patio. Clotheslines must be removed or taken down when not in use.

Hanging clothes on fences, patio covers, in trees, or on shrubs is prohibited.

SECTION IV

PARKING AND STORAGE

1. COMMON AREA PARKING SPACES:

The Common Area parking spaces (traditionally referred to as “Visitor Parking”) are available for guests of Association residents and for all residents of the Association (e.g., homeowners, renters) on a “first-come, first-served” basis. However, the following stipulations apply:

- 1) Residents should request that their guests park in the Common Area parking spaces, in the resident’s carport, or on Mendocino Drive, and NOT in the alleys/fire lanes. Violating this rule may result in immediate towing without warning at the vehicle owner’s expense.
- 2) No recreational vehicles or boats are allowed in the Common Area parking spaces. Violating this rule may result in immediate towing without warning at the owner’s expense.
- 3) Cleaning, washing, or maintenance of any kind on vehicles in the Common Area parking spaces is prohibited. Violating this rule may result in a fine to the responsible homeowner.
- 4) Any vehicle parked in the same Common Area parking space for more than 72 hours is subject to being towed without warning at the owner’s expense.
- 5) Any resident who engages in “swapping out” or “trading” vehicles in the same parking space in an effort to prevent other residents/visitors an equal opportunity to gain access to any Common Area parking space is subject to a fine from the Association. This rule is intended to prevent residents of the same household from “monopolizing” any Common Area parking space.

2. PARKING IN ALLEYS/FIRE LANES:

Parking in alleys is prohibited by the Chula Vista Traffic Code and will be enforced. This may result in a parking ticket and/or the immediate towing of the vehicle at the owner’s expense.

3. CARPORT AND PATIO STORAGE:

Carports are exclusively for the daily parking of the owner's and resident's motor vehicles. Items stored in the patio area must be below the fence line and not visible from the exterior view or neighbor's patio. No tarps or shade covers are allowed unless approved by the Association Architectural Committee.

No items or debris will be on the patio cover, any roofs, or hanging from the storage shed or over the fence.

4. PARKING OF INOPERABLE VEHICLES:

Parking unsightly, inoperable vehicles in the complex or carports is prohibited. Performing major maintenance is prohibited (e.g., engine overhaul, major bodywork, vehicles on blocks, etc).

5. CAR MAINTENANCE:

Only relatively “minor” maintenance is allowed to be performed on vehicles. This minor vehicle maintenance can only be performed in the resident’s carport and must be limited to the resident’s own vehicles. That is, maintenance cannot be done in any Common Area, nor can maintenance be performed on vehicles that do not belong to the residents of the unit, nor can residents operate a vehicle repair service for others whether paid or unpaid. The following are some typical examples of what is considered MINOR and MAJOR MAINTENANCE. Remember, only MINOR vehicle maintenance is allowed. Violation of this regulation may result in a warning or fine, and/or reporting to local/state/federal regulatory agencies.

WARNING: Residents are responsible for cleaning the carport after minor vehicle maintenance, including tools, spills, grease, dirt, trash, etc. Spills must be cleaned up with environmental and hazardous material concerns in mind. Residents are responsible for complying with all local/state/federal laws regarding spills and disposal of hazardous materials. Example: Washing vehicle/carport with water to knowingly or unknowingly flush spills/hazardous materials into the drainage system is illegal.

EXAMPLES OF MINOR MAINTENANCE (allowed)

- Checking and topping off fluids (e.g., engine oil, coolant, brake/steering/transmission fluid)
- Complete engine oil and filter changes
- Complete coolant changes (including radiator flush)
- Replacing and/or charging battery
- Adjusting tire pressure and/or changing a flat tire (but not tire rotations)
- Washing/waxing vehicle
- Changing light bulbs, headlights
- Other minor repairs that are not a nuisance to other residents, that can typically be performed in less than 60 minutes, and that do not fall into the MAJOR categories below.

EXAMPLES OF MAJOR MAINTENANCE AND/OR REPAIRS (not allowed)

- Engine tune-ups, timing adjustments, etc.
- Rebuilding/overhaul of any vehicle components (e.g., engine, transmission, brakes, exhaust systems, etc.).
- Component replacement/repairs (e.g., starter, ignition, plugs, points, thermostat, distributor, water pump, belts, hoses, wiring, brakes/pads, seals, gaskets, etc.).
- Any maintenance/repair that requires gunning, revving, or continual running of the engine.
- Any maintenance/repair that requires the vehicle to be raised from the ground, and/or placed on blocks, and/or placed on jacks (except for the changing of a flat tire).
- Any maintenance/repair that requires welding or brazing.
- Vehicle restorations
- Vehicle painting
- Any repair/maintenance typically considered to be a nuisance by other residents (e.g., loud noise, vehicle emissions, unsightly carport appearance, etc.).

SECTION V
RESPONSIBILITY

Note: The streets, alleyways, and fire lanes within the complex belong to the City of Chula Vista (see page 4).

1. ASSOCIATION RESPONSIBILITY:

The Association is responsible for the following:

- 1) Maintenance and authority over the Common Areas.
- 2) Maintenance of the master antenna.
- 3) Maintenance and painting of the exterior surfaces of each unit, excluding glass.
- 4) Painting of all carports.
- 5) Painting of all fences, painted COFFEE, excluding those structures added to the original building by the owner or tenant. This does not include any fence, gate, or trim repair and replacement caused from age, wood rot, termites, or neglect.
- 6) Maintenance and painting of utility sheds.
- 7) Maintenance and painting of all wood trim of unit, storage shed, and carport.
- 8) Maintenance and painting of the swimming pool area.
- 9) Maintenance of all roofs in the Association complex.
- 10) Maintenance and painting of playgrounds and equipment.
- 11) Care and replacement of carport light fixtures, globes, and light bulbs of Common Areas and carports.
- 12) Pest control of the Common Area, excluding skunks, snakes, etc.
- 13) Maintenance of all concrete and asphalt surfaces in the Common Areas, which includes Common Area parking spaces.

2. HOMEOWNERS RESPONSIBILITY:

- 1) Maintenance and repairs caused by willful or negligent acts of the owner, family members, tenants, or guests.
- 2) Maintenance of all equipment, appliances, floors, walls (including painting) of the interior of the unit.
- 3) Maintenance of all inside plumbing and electrical wiring installations and foundations, including carport electrical wiring.
- 4) Maintenance, repair, and operation of the cable television service equipment. This includes equipment from the cable box to the unit.

- 5) Care and replacement of items that are under the control and continual use of homeowners or tenants as follows:
- a) Windows and screens that are damaged are to be replaced immediately. Each unit should have proper drapes and window coverings.
 - b) Light globes and bulbs on the front porch and patio.
 - c) Patio gate latches and hinges.
 - d) Door knobs, locks, and fixtures to outside exits.
 - e) Window planter boxes.
 - f) Front doors.
 - g) Front porches free of trash and debris (may not be used as storage area).
 - h) Fence, gate, and trim repair and replacement caused from age, wood rot, termites or neglect.
 - i) Mailboxes.
 - j) Personal and carport ground areas. This includes the responsibility to remove all trash and debris. Weeds are the responsibility of the individual owner and must be removed. Certain areas may require more continual maintenance, and should be cared for accordingly.
 - k) Oil dripping from vehicle is to be cleaned on a regular basis to avoid unsightly damage to carports, alleyways, and Common Area parking spaces used by residents, tenants, or their guests. For the purpose of this section, oil is considered to be wet, sticky, and tacky, and that is easily tracked. The use of oil pans are allowed in carports. No dumping of oil on property or in storm drains is allowed. Rugs for oil absorption are not allowed.
 - l) Unit address numbers.
 - m) Shed doors.
 - n) Door bells.
 - o) Repair of any exterior damage caused by owner, tenant/lessee or visitor.
 - p) Maintenance (including painting) of any structure or equipment added to the original building by the owner. This includes patio covers, trash enclosures, lattice, security bars and doors.
 - q) Concrete driveways.
 - r) Pest control in house and patio area.
 - s) Unit trash.
 - t) Unit water.

SECTION VI
RECREATIONAL

1. SWIMMING POOL RULES AND REGULATIONS:

- 1) The swimming pool is available to all residents and guests who are in good standing with the Association (see Para. 4 in this Section). Residents and guests are responsible at all times to meet Association standards of conduct and adhere to Association rules and regulations.
- 2) Only two guests (per unit) with a stamped pool key may use the pool at one time. This is to prevent overcrowding of the pool area. A “guest” typically means a temporary visitor.
- 3) Guests, other than houseguests, must be accompanied by their adult host.
- 4) All persons using the pool do so at their own risk. The Association does not assume any responsibility in this regard. The Association does not provide a lifeguard, however, a Pool Monitor is provided to enforce pool rules.
- 5) The pool may not be reserved by any resident for exclusive use.
- 6) Radio, television sets, tape recorders, or other sound devices are prohibited in the swimming pool area. However, portable “Walk-Man” type devices with headsets are allowed.
- 7) All state and local laws and sanitary requirements pertaining to swimming pool operations will be enforced.
- 8) No pets of any kind are permitted in the pool area, except seeing-eye dogs.
- 9) Swim suits must be worn by all persons using the pool. Street clothing (including cutoffs) is not permitted in the water. No disposable diapers of any kind are permitted. For infants or toddlers, disposable swimpants (e.g., Huggies® Little Swimmers®) must be used at all times to prevent contamination to the pool.
- 10) All hairpins and similar items must be removed before entering the pool. Persons with shoulder length hair must have hair tied back or use a swim cap.
- 11) Running, pushing, and horseplay are not permitted.
- 12) Climbing the pool fence for any purpose is prohibited and is subject to restriction from the pool area.
- 13) Any person having any skin disease, sore, inflamed eyes, nasal or ear discharges, or any communicable disease shall not use the pool.
- 14) Food is not permitted in the pool or pool area.
- 15) Only non-alcoholic beverages in unbreakable containers are allowed within the pool area.
- 16) Smoking is not permitted in the pool area.
- 17) Only those items specifically designed for use in a swimming pool will be allowed in the pool. Floating recreational items (rafts, balls, etc.) are not permitted in the pool at any time when the pool is crowded or when such items are a nuisance to swimmers. The Pool Monitor will decide if the pool is crowded.

- 18) Patio furniture at poolside is not provided by the Association. Users may bring their own furnishings providing they do not become a safety hazard to others in the area.
- 19) Users of the pool are responsible for removal of items brought to the pool area. Users will also clean the area used and discard trash appropriately.
- 20) Toilet facilities, including showers, are available in the building adjacent to the pool. To maintain a high standard of sanitation and cleanliness in the swimming pool, users are requested to use these facilities. You must shower before using the pool, especially to remove any suntan lotions or oils.
- 21) Foul or inappropriate language will not be tolerated in the pool area.
- 22) The swimming pool is cleaned and serviced on a regular basis. In the event the pool is in use upon the arrival of the pool service person, users are required to cooperate by vacating the pool so the necessary cleaning can be quickly accomplished.

2. AGE REQUIREMENTS:

It is the responsibility of parents to ensure their children 14 years of age or younger (STATE LAW) are under direct supervision of a designated, responsible guardian or relative at all times when using the pool. The guardian or relative of your child must be 18 years of age or older, if not, they will not be allowed in the pool area. Other than the parents of the children, the responsible guardian may watch only two children at a time.

3. POOL KEY AND LOGIN SHEET:

To use the pool, residents must obtain a pool key, which will be stamped with the owner's unit number. The pool key is available from the Property Manager for a non-refundable fee of \$50.00 dollars. The key (one per Lot) must not be loaned to non-residents or to any other Lot owner or resident. Pool users must show the pool key to the Pool Monitor and make an entry in the log-book.

4. DENIAL OR LOSS OF POOL PRIVILEGE:

The Board of Directors, Property Manager, or Pool Monitor has the right to deny the use of the pool to anyone who violates the pool rules or whose dues are not current. Violators are subject to restriction from the pool for 30 days for each violation in accordance with the By-Laws.

ENFORCEMENT

SECTION VII

1. INSPECTION:

The Architectural Committee will conduct at least one inspection a month of the Common Areas and exterior of the individual units. This is to ensure the safety, cleanliness, and uniformity of all areas of the complex. Violations noted during the inspection will be forwarded to the owner and a copy to the tenant for notification or monetary assessments.

2. ASSESSMENTS:

Violation of any of the rules and regulations may result in the owner being assessed a monetary fee. The first violation will result in a warning or courtesy notice, unless said violation resulted in damage to Common Area property. Violations and/or fees pertain to continual upkeep of personal areas, patio/carport fences, personal garden areas (end units and those units who have received written permission to maintain garden areas in the vicinity of their unit), etc.

The methods by which the monetary fees are assessed is as follows:

- 1) On a given day, individuals (2 or more at all times) will do an inspection and observe the general upkeep of the Association members' properties. If a violation is noted, the homeowner will be notified and given a 10-day period by which to address the violation. There is no monetary fee attached to this.
- 2) After the 10-day grace period, a re-inspection is made. If the violation has not been corrected a \$100.00 dollar fee is assessed with another 10-day period to correct. (At the end of this period, the violation would total 20 days if not corrected.)
- 3) After this 20-day period, another inspection is made. If the violation is not corrected, a \$200.00 dollar fee is assessed, which would bring a non-complying account to \$300.00 dollars in fees.

3. ASSOCIATION VIOLATIONS ENFORCEMENT PROCEDURES

First, the Board Members and/or Property Manager are not a "police force". In the case of criminal activity (e.g., excessive noise, vandalism, drugs, firearms, etc.), the affected member should personally notify the proper law enforcement agency and make any required written complaints. It would be potentially hazardous and improper for anyone other than the police agency personnel to handle criminal activities taking place on the property. The Association has no authority or jurisdiction to deal with criminal activities.

Second, regarding violations of the Association's governing documents. The members must personally become involved in a properly functioning enforcement procedure. In the case of a violation of the Association's governing documents, the affected member should personally complete a Member Complaint Form (page 19) to initiate the enforcement procedure. The Board of Directors and the Property Manager should only take action based upon a submitted Member Complaint Form involving a legitimate violation or dispute. The only "confrontation" between members regarding violations will take place in an orderly fashion at the scheduled Board hearing on that violation.

Included is an enforcement procedure with supporting forms, adopted for use by the Association. The procedure requires cooperation and coordination between the Members, Property Manager and Board of Directors.

Some problems are outside the scope of the enforcement procedures. For example, a “curfew problem” would be governed and enforced by the City of Chula Vista because the Association rules are superseded by any law or ordinance. Ongoing problems that are not solved by the normal enforcement procedure may be dealt with by a formal legal action to obtain an injunction or other similar remedies.

4. FEES:

FIRST VIOLATION NOTICE	WARNING / COURTESY NOTICE
SECOND.....	\$100.00 DOLLAR FEE
THIRD	\$200.00 DOLLAR FEE
FOURTH.....	\$300.00 DOLLAR FEE
AND SO ON...	

ALL INQUIRES SHALL BE ADDRESSED TO THE BOARD OF DIRECTORS IN WRITING VIA THE PROPERTY MANAGER. IF YOU HAVE QUESTIONS REGARDING THE CONTENTS OF THIS DOCUMENT, PLEASE CONTACT THE BOARD OF DIRECTORS OR PROPERTY MANAGER.

APPROVED BY THE BOARD OF DIRECTORS, NOVEMBER 1, 2004.

MENDOCINO MANAGEMENT ASSOCIATION NO. 1
GOVERNING DOCUMENT ENFORCEMENT PROCEDURES
AND SCHEDULE OF MONETARY PENALTIES FOR VIOLATIONS

The Mendocino Management Association No. 1 (Association) has adopted the following policies and procedures for enforcing breaches or Violations of the Governing Documents (Declaration, Bylaws, and Rules and Regulations) to encourage voluntary compliance while at the same time ensuring effective enforcement when appropriate. Any enforcement of the governing documents ultimately depends on participation and cooperation of all owners and occupants of the Mendocino Project.

MEMBER COMPLAINT FORM

In order for the Board of Directors to act upon a complaint of a violation of the Declaration, Bylaws or Rules & Regulations, there must be a written complaint filed by an owner or resident with the Board of Directors. A Member Complaint Form (page 19) has been prepared for the convenience of unit owners; a copy is provided as an attachment hereto and more copies are available upon request. The form contains the essential information needed for the Board of Directors to act upon an alleged breach or violation. Without a completed Member Complaint Form the Board may not be able to act upon the alleged violation.

NOTICE OF HEARING

After the Board of Directors has received a properly completed, written Member Complaint Form (page 19) alleging a legitimate violation, the Board may cause a Notice of Hearing to be sent to the affected/accused owner. The Notice of Hearing (page 20) will contain all essential information regarding the hearing.

HEARING PROCEDURES

At the hearing the affected owner, will be given an opportunity to present facts or arguments against imposing any penalty or discipline. If an affected/accused owner fails to take advantage of the opportunity to be heard, the Board will decide the matter on the facts presented in the written complaint or other pertinent oral or written evidence before the Board of Directors at the time of the hearing. Any such notice of hearing shall be considered duly given when mailed first class mail, postage prepaid, to the last known mailing address for the affected unit owner in the records of the Association.

If the Board of Directors decides there was, in fact, a violation, the Board can impose reasonable penalties and/or discipline against the responsible unit owner, as provided for in the Governing Documents and Schedule of Monetary Penalties (page 18).

NOTICE OF DECISION

A reasonable time after the hearing, the Board of Directors will notify the affected owner of the board's final decision. The Notice of Decision shall be in writing and shall state the findings of fact and decisions of the Board of Directors.

SCHEDULE OF MONETARY PENALTIES

1. First Breach or Violation: Warning letter requiring compliance by a specified date (unless the violation results in damage to Common Area property).
2. Second Breach or Violation: \$100.00 monetary penalty (failure to comply with the warning letter above by a specified date shall constitute a second offense under this provision).
3. Third Breach or Violation: \$200.00 monetary penalty (different offenses or a repeat of the same offense, or a combination thereof, shall be considered the third offense for purposes of this provision).
4. Fourth, or More, Breach or Violation: \$300.00 monetary penalty for each such Breach or Violation.

APPEAL PROCEDURES

If the affected owner disagrees with the Board's decision, the owner must, within 15 days of mailing of the Notice of Decision, properly give notice that the decision will be appealed to the membership at a special meeting of the members called for that purpose as provided in the By-laws, or the Board's decision shall be final and binding on all parties.

In addition to the foregoing, any such Breach or Violation of the Governing Documents may be enforced by any appropriate proceeding in law or equity as provided in the Governing Documents or by statute. The prevailing party to any such action or proceeding shall be entitled to recover as part of the judgment those costs including reasonable attorney's fees as awarded by a Court of competent jurisdiction.

Dated: November 1st, 2004

MENDOCINO MANAGEMENT ASSOCIATION,
A California nonprofit mutual benefit corporation

By _____
President

MEMBER COMPLAINT FORM

(Violation of Declarations, Bylaws, or Rules and Regulations)

To: Board of Directors
Mendocino Management Association, No 1
c/o Property Manager's Mailing Address

YOU ARE HEREBY NOTIFIED that on _____ (month, day, and year),
I personally observed or heard the following act, violation, event, etc.:

I believe the above to be a violation of the following:

Declaration (specify) _____

Bylaws (specify) _____

Rules & Regulations (specify) _____

I further believe that the above violation was committed by the owner/tenant/guest of Unit
No. _____, which is owned by (if known) _____
and is located at _____.

I understand the person(s) accused of violating the above provision or rule will be entitled
to a hearing before the Board of Directors before any penalty or discipline is imposed, and I
agree, if requested, to be present at any such hearing to support the facts and claims made in this
complaint.

I declare under penalty of perjury that the above is true and correct of my own knowledge,
except as to those matters stated upon information or belief and as to those matters, I believe
them to be true.

Dated this _____ day of _____, 20__ at _____, California

Signature

Unit Number

Print or Type Name

NOTICE OF HEARING

TO: _____

YOU ARE HEREBY NOTIFIED that a written complaint has been received by the Mendocino Management Association No. 1's Board of Directors alleging that on _____, 20____, you (or your tenant(s) or guest(s)) violated the following provision(s) of the Governing Documents:

Declaration (specify) _____

Bylaws (specify) _____

Rules & Regulations (specify) _____

by reason of the following alleged facts/occurrences:

YOU ARE FURTHER HEREBY NOTIFIED of your opportunity to be heard in person or in writing before the Board of Directors to state your reasons and present your evidence why a monetary penalty and/or other discipline should not be imposed against you for the above referenced violation(s). Your failure to appear at the following time date and location shall result in the matter being decided on the facts presented in the written complaint and on other oral and written evidence before the Board of Directors at the time of the hearing.

Location: _____

Date: _____ Time: _____

YOU SHOULD ALSO BE ADVISED that if the Board of Directors finds that a violation occurred, monetary penalties, suspension of privileges, and/or other appropriate discipline may be imposed under the provisions of the Declarations, Bylaws, or Rules & Regulations of the Association.

Dated: _____

Mendocino Management Assn., No. 1

