



**MISSION RIDGE
CONDOMINIUM ASSOCIATION**

10250 CAMINITO CUERVO • SAN DIEGO, CA 92108 • PHONE (619) 584-4094

RULES AND REGULATIONS

Amended July 23, 2020

These Rules and Regulations (R&Rs) will be strictly enforced. It is every owner's responsibility to be familiar with, adhere to, and exercise the right to enforce these R&Rs. If, as an owner, you rent your unit, it is your responsibility to deliver the R&Rs to tenants and/or property management companies. Before signing a lease, make sure there are no conditions (over-sized dogs, more than two vehicles in the household, etc.) that may conflict with the Mission Ridge R&Rs. Owners are responsible for their tenant's violations.

Be it resolved that on July 23, 2020, these Rules and Regulations were adopted by the Board of Directors of the Mission Ridge Condominium Association.

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OPENING STATEMENT

Statement Of Residents' Rights and Responsibilities

Mission Ridge Condominium Association is a unique condominium community, incorporated under the laws of the State of California, the City of San Diego, and the Office of Housing and Urban Development. Mission Ridge Condominium Association is a nonprofit corporation governed by such rules for the benefit of owners and occupants.

By owning a unit in Mission Ridge Condominium Association (MRCA), an owner automatically becomes a member of the Mission Ridge Condominium Association. As a member, an owner is legally bound to uphold the MRCA governing documents: both the By-Laws and the Declaration of Restrictions (the latter most commonly known as the CC&Rs).

Set forth in these pages, which will now be known as the Rules and Regulations (R&Rs), are simple explanations of the Declarations of Restrictions and Rules that have been set by the Board of Directors (the Board) for the benefit, safety, and enjoyment of all living within this condominium community. The attached Rules and Regulations supersede any previous versions.

If there is a conflict between these Rules and Regulations and the MRCA governing documents or California or Federal Laws, the California or Federal Laws shall prevail, followed by the MRCA governing documents.

Association Dues

The Association monthly assessments are due on the first day of the month and are deemed late if they are not received by the 15th day of the month. A late fee of 10% will be assessed if the payment is late. Members currently receive a statement from Curtis Management; however, non-receipt of the statement is not a valid excuse for not paying. You may sign up for automatic draft payments. Forms are available in the on-site office.

Contact Information

The offsite property management company for Mission Ridge Condominium Owners Association is:

Curtis Management Co.
5050 Avenida Encinas, Suite 160, Carlsbad CA 92008
760-643-2200
8:30 AM to 4:30 PM, Monday through Friday

For after-hours calls, you will be directed to an appropriate solution. If necessary, a community manager will return your call and/or take action.

The Mission Ridge on-site office hours of operation are posted on the office door and listed in the Condo Comments newsletter. The contact information is:

Phone: 619-584-4094
Fax: 619-584-0727
Office email: missionridgesd@gmail.com

Our security company contact information is:

Parking Patrol: 619-341-2531

For emergency and non-emergency matters:

During typical hours of operation, contact the Mission Ridge on-site office.
For after hours, contact Curtis Management at 760-643-2200

If your car is towed, contact Western Towing at 619-297-8697.

GENERAL PROVISIONS

1. The Board reserves the right to modify or add Rules and Regulations as the need arises. Changes in the Rules and Regulations will appear in the condominium newsletter (“Condo Comments”) and will have the same force as the rules contained herein.
2. The fine schedule (as outlined on page 28) has been approved by the Board and has been made a part of these Rules and Regulations. Fines for violations of the Rules and Regulations will be assessed in accordance with that schedule.
3. Owners who rent their units are responsible for delivering a copy of the Rules and Regulations to tenants and informing them in advance of R&Rs that might disqualify them from renting (size limits for dogs; more than two cars in household, etc.). Owners are also responsible for providing tenants with a pool key (replacement cost \$50), a mailbox key (replacement cost \$35), and a building key (replacement cost \$5). Owners shall provide the on-site office with tenant information, including a copy of the lease. For each change in tenancy, a \$100.00 move-in fee will appear on the owners’ monthly Association statements.
4. All new residents must register with the on-site office within seven business days. Residents who fail to register will be subject to a \$150.00 fine. Upon registration new residents will receive their parking decal. The residents will also sign for and receive a copy of the R&Rs.
5. Owners are responsible for the actions of their guests, their tenants, their tenant’s guests contractors and workmen. Any infraction by guests, tenants, tenant’s guests, contractors, or workmen will result in the notice of a show cause hearing sent to the owner of the unit.
6. Architectural changes to exclusive use areas can be made only after permission is given by the Board. Please submit documentation on planned changes, contractors, building permits, etc., as requested by the Board. Architectural changes include, but are not limited to, modifications to patios, balconies, private gardens, reserved parking spaces, satellite antennas, exterior windows and doors, and the installation of hard surface flooring in kitchens, hallways, entryways, bathrooms, dining room and living rooms. The installation of hard surface flooring in bedrooms is strictly prohibited.
7. State Law requires that contractors working on a job that exceeds \$500.00 (total sum) must be licensed. In addition, Mission Ridge requires the contractor carry General Liability Insurance with Mission Ridge named as an additional insured.
8. General fire and liability insurance on the buildings and common areas is carried by the Condominium Association. Owners or tenants are responsible for homeowner’s or renter’s insurance, respectively.
9. Clothing, towels, and other items may not be draped over balcony railings, fences, etc.
10. Residents are entitled to the quiet enjoyment of their homes. Offensive activity including, but not limited to, foul language, barking dogs or other loud pets, loud stereos in homes or cars,

and loud parties will not be tolerated and will be subject to a fine pursuant to SD City Ordinance 59.5.01.

11. Quiet hours will be observed between 9:00 PM and 8:00 AM. Excessive noise from the use of any device or appliance that might disturb your neighbors is prohibited during these hours.
12. Requests for non-emergency maintenance should be directed to the on-site office. Submit requests in writing during normal office hours. For after hours, submit requests by fax or email (see Contact Information page 4). Include your name, unit number, and phone number.
13. For emergency purposes (fire, flood, personal injury, etc.), the Board may take any means necessary to gain access to a unit. Therefore, we request that each on-site resident provide Mission Ridge with a front door key. All such keys are kept secured at Mission Ridge and should be replaced when keys are changed. This avoids the necessity of damaging windows or front doors at the owner's expense.
14. Owners are responsible for the proper maintenance of their units.
15. Each unit is to be used for single family residential purposes only. Unit owners are not permitted to lease or rent their units for time share or hotel-like purposes.
16. Littering in any portion of the common area is prohibited.
17. Residents are permitted to smoke only in their units. Smoking is not allowed on balconies. All common areas of Mission Ridge are designated as "No Smoking".
18. Vehicles may not be washed on the property.
19. All construction activity must be confined to your assigned parking space. Clean-up must be accomplished at the end of each day. Violators will be subject to an immediate fine of \$150.00.

COMMON AREAS

1. Smoking is not permitted in the elevators, lobbies, building hallways, stairwells, clubhouse, office, pool, spa, pool and spa areas, fitness center, saunas, tennis and racquetball courts, and MRCA common areas.
2. Patios and balconies are to be kept clean and orderly.
 - a. Items stored must be kept in approved cabinets and may not be visible above the balcony railing. Under ***limited*** conditions, with specific Board approval, pre-approved storage containers may extend above the balcony railing but only with Board approved camouflaging. ***Board approval must be obtained previous to installation.*** The rule regarding storage also applies to units with ground floor patios (as ground floor units do not have balcony railings the height limit is defined as 43 inches). With advance approval of the Board, exceptions can be made for finite periods during remodeling.
 - b. Any screens installed on the balcony, whether attached or free standing, must be a tan or almond in color, must be in good condition, aesthetic, and must be of good quality. If attached, screens must only be mounted to the inside of the balcony.
 - c. Furniture on the patios must be of an appropriate outdoor style.
 - d. No items (such as flower pots) are to be put on balcony rails or ledges if there is a risk to people or property below.
 - e. Only gas or electric barbecues are permitted on residents' balconies or patios. Gas barbecues are available for use in the pool area.
 - f. Smoking is not permitted on patios or balconies.
3. For window coverings/treatments, surfaces that can be seen from the outside must be white, off-white, or beige to conform to exterior building colors and are to be kept in good condition. Exterior surfaces of replacement window and sliding glass door frames must be almond, tan or beige in color.
4. Light strings are not allowed with the exception of lighting for holiday decoration. All holiday decorations on balconies, patios, or at entrance doors must be removed within 30 days following the date of the holiday.
5. Solvents, cleaners, lubricating oil, automotive products, or other chemicals are not to be used where they can cause damage to the common areas.
6. Signs indicating units for sale or rent are to be no larger than 18" x 24". Such signs may not be attached to common areas.
7. The Association is responsible for changing mailbox locks. Replacement locks must be installed by Maintenance. A fee of \$35 is levied for this service..

8. Cardboard boxes are to be broken down flat and put in the recycling bins located in the trash rooms (see Trash/Recycling Rooms on page 23). Large items such as furniture, beds, appliances, etc., are not to be discarded in the dumpster rooms. Disposal of such items in the trash rooms will incur a fine.
9. Sidewalks, hallways, and grass areas are not to be used for recreation. No riding of bicycles, skateboards, rollerblades, etc. Destruction of grass or planted areas will result a fine.
10. Entrances, hallways, sidewalks, and driveways are not to be blocked in any way (with carts, bikes, motorcycles, boxes, furniture, etc.).
11. If you have a contractor, moving van, or other service provider on property they must register at the on-site office. If the office is not open, they must leave a card on the dashboard of their vehicle indicating in which unit they are working.
12. Doors to residential units are to be kept closed at all times, except for normal egress.
13. Locks and deadbolts on residential units may only be replaced with locks and deadbolts similar to the original style installed by the developer. Residential unit doors are fire doors and cannot be compromised by installing different locks, by drilling new holes or closing/patching existing holes.
14. Security doors are to be kept closed and locked. At no time are the doors to be propped open except as needed to move large items. Open doors present a security and fire hazard. It is the owner's responsibility to inform contractors and service providers of this rule.
15. Residents are prohibited from throwing trash or other items from a patio or balcony onto exclusive use areas (patios, balconies, parking spaces, etc.) or common areas (lawns, driveways, etc.).
16. Bicycle racks are available for residents at the entrance of each building at the parking level. Bicycles must be attached to the bike rack with a lock. Bicycles may also be stored on a unit's balcony but only if covered with a tan or almond covering. The Association is not responsible nor liable for bicycles in any location on the property.

PARKING

The Board is acutely aware of the necessity to regulate parking. It is the intent of the Board, their agents, and Mission Ridge parking patrol to strictly enforce the parking R&Rs. The Board reserves the right to assess fines, take legal action, tow vehicles (at the owner's expense), question residents about their vehicles, and suspend guest parking during major stadium events. Vehicles in violation of the parking rules will be towed. Fines will be assessed against unit owners for their tenant's parking violations. The property has 1.6 parking spaces per unit; therefore, residents are not guaranteed a space for a second vehicle.

Parking rules are listed by category: Resident Parking (page 10), Overnight Guest Parking (page 12), Special Events (page 13), and Moving In/Out of Mission Ridge (page 13).

Resident Parking

1. Vehicles that belong to Mission Ridge residents are required to have current parking decals.
 - a. No more than two (2) vehicles per unit (excluding guests) can be parked on the property. Therefore, no more than two (2) parking decals will be issued per residential unit. If a unit has only one vehicle, only one decal will be issued. Boats and trailers are not considered second vehicles and must be parked off the property.
 - b. If a unit has more than two vehicles, the additional vehicles must be parked off the property.
 - c. Each parking decal must be permanently affixed to the windshield on the lower left driver's side. If the parking decal is not affixed to the windshield and the resident attempts to simply show the decal to the parking patrol, the patrol is authorized to confiscate the decal. Any vehicle that does not have a parking decal affixed to the driver's side of the windshield will be subject to being towed at the owner's expense. Vehicles displaying an altered decal park at the owner's risk and may be towed.
 - d. Residents may not obtain parking decals from other residents.
 - e. If a resident abuses any of the parking privileges the unit owner will receive notice of a show cause hearing scheduled before the Board with the possibility of a fine.
 - f. Any resident using an Overnight Guest Pass to park a 3rd vehicle after the notice of show cause is issued then that vehicle shall be towed immediately at the owner's expense.
2. Residents must use their assigned parking space for either their vehicle (with a decal) or their overnight guests. No resident shall leave their assigned parking space unoccupied while their own vehicle or their guest's vehicle is using an unassigned parking space.
3. Off-site owners who come to Mission Ridge are considered guests and must abide by the R&Rs, including the use of Overnight Guest Parking Passes.

4. Parking throughout the complex is intended for vehicles that are used regularly. All vehicles on the property must have current registration and be operable.
5. Storage of unused or inoperable vehicles in any parking space is prohibited. The Board reserves the right to ask residents to prove a vehicle is operable. Exceptions may be granted by the Board (for military deployment, travel, illness, etc.).
6. Only passenger vehicles and light trucks may be parked on the premises (automobiles, passenger vans, trucks up to one ton load capacity, motorcycles, and mopeds).
 - a. Motorcycles and mopeds must be parked in the resident's assigned parking space.
 - b. Owner recreational vehicles (RVs) are not permitted unless they are small enough to be parked in a resident's assigned parking space. Owner recreational vehicle (RVs) may be parked on the hill for a maximum of five days.
7. The permanent use of another resident's parking space is prohibited unless the owner of that space provides written permission to the on-site office.
8. The owner of an assigned space may have an unauthorized vehicle towed from that space.
9. All vehicles must be parked head in. Parking (single vehicle or tandem) that causes a vehicle to extend out of the parking spaces is prohibited.
10. Oil changes and/or major repairs to vehicles on the property are prohibited.
11. Vehicles that excessively leak fluid are to be removed from the property.
12. All parking spaces are to be kept free of debris, parts, trash, and oil. Storage of non-vehicle-related items (household items, work materials, barbecues, storage boxes, fitness equipment, furniture, etc.) in parking spaces is prohibited. Such items must be stored in the permanent storage lockers at the front of the parking spaces.
13. Vehicles may not be washed on the property.
14. A resident's rental vehicle must display an Overnight Guest Parking Pass and may be parked in the resident's assigned parking space.
15. After buying another vehicle, residents are required to get a new parking decal from the Office within seven (7) business days. The old parking decal must be brought to the office.
16. The speed limit in the complex is 10 MPH and will be strictly enforced.

Overnight Guest Parking

1. A limited number of unassigned parking spaces are available for overnight visitor parking on a first-come, first-serve basis. A unit may have no more than two (2) overnight visitor cars on the property after 12:00 midnight, however due to the limited number of spaces residents are not guaranteed parking spaces will be available for visitors.
2. An Overnight Guest Parking Pass (defined as a hang tag or parking patrol issued one-night pass) is **NOT** required if a guest will be leaving the property before 12:00 midnight.
3. Overnight Guest Parking Passes cannot be used for resident owned vehicles.
4. Guests must park only in unassigned parking spaces (unmarked spaces or those marked with a number and letter e.g. 1A) or, with an owner's approval, in the owner's assigned parking space .
5. Two types of parking passes will be used to govern overnight parking in a fair and equitable manner. Overnight passes managed by the residents (hang tags) and a limited number of overnight passes issued by the parking patrol. Vehicles parked on the property after 12:00 PM midnight with no Mission Ridge parking decal or Overnight Guest Parking Pass of either type will be towed.
6. Each owner will be issued an Overnight Guest Parking Pass hang tag. Only one hang tag will be issued per owner. Hang tags must be affixed to the rear view mirror in the first visitor's car.
7. It is the resident's responsibility to retrieve the hang tag before their visitor departs. The hang tag replacement fee is \$50.
8. The parking patrol may issue a limited number of one-night guest passes. The patrol will be permitted to issue only ONE guest pass per unit until the number of available passes for that night are exhausted.
9. Overnight Guest Parking hang tags may not be used for more than 12 nights per month per unit.
10. Use of Overnight Guest Parking Passes will be monitored by parking patrol and tracked by the on-site office. If a resident exceeds the use of the Overnight Guest Parking Pass, using either the hang tag or patrol issued pass or a combination thereof, the owner will receive a notice of a show cause hearing scheduled before the Board. If continued violations occur the vehicle will be towed at the owner's expense.
11. Longer term visitor passes may be available under special circumstances with Board approval.
12. Guests' RVs must be registered with the on-site office and may be parked on the Caminito Cuervo hill for no more than five days.

Special Events

The Board will address parking during special events as needed.

Moving In/Out of Mission Ridge

1. Moving vans (U-hauls, etc.) and moving pods may only be parked on the property for a maximum of 48 hours. Moving vans must have a parking pass and must park on the hill.
2. All moving pods/containers must be placed in an open unassigned parking space. The resident must provide notification to the Mission Ridge on-site office prior to the delivery of the pods/containers. There is a limit of one pod/container per unit per 48-hour period.

RECREATION FACILITIES

Recreation facilities include the swimming pool, spa, pool area, clubhouse, saunas, showers, fitness center, tennis courts, and racquetball court.

1. Recreation facilities are for the exclusive use of Mission Ridge residents. A maximum of six (6) guests are allowed at one time (this number includes both children and adults). Residents need to be present for their guests to use the facilities. (Exception: see Clubhouse Use and Rental on page 17.)
2. Owners who do not reside at Mission Ridge are not eligible to use the recreation facilities.
3. The recreation facilities may not be used for business activities.
4. Recreation facilities are to be used in a manner that does not disturb other residents.
5. Trash and litter must be placed in receptacles.
6. Smoking is not permitted in the pool, spa, pool and spa areas, clubhouse, saunas, showers, fitness center, racquetball court and tennis courts.
7. No pets are allowed inside the facilities.

POOL, SPA, AND SAUNAS

The Association is governed by State, County, and City laws governing use, sanitation, health, and safety regulations of swimming pools and spas.

1. Pool Hours:

Monday through Thursday	7 AM to 10 PM
Friday	7 AM to 11 PM
Saturday	9 AM to 11 PM
Sunday	9 AM to 10 PM

2. There is no lifeguard in attendance. The facilities are used at your own risk. Responsibility for safety rests with those using the pool and spa.
3. Individuals under the age of 14 are not permitted in the pool or spa area without an adult over the age of 18 in the immediate area.
4. People who are swimming laps should be given the right-of-way.
5. Infants who are not toilet trained are required to wear “swim diapers.”
6. Bathing suits must be worn in the pool and spa. T-shirts, shorts, or cut-offs are not permitted in the pool and spa.
7. The gates to the pool area are to be kept closed and locked at all times (per State and County Municipal Codes).
8. Glass is not permitted inside the fenced areas of the pool and spa, or the exterior of the clubhouse. Violation of this rule will result in an immediate fine of \$150.
9. Pets are not permitted in the pool, spa, or patio areas. (California Health Code)
10. Bicycles, skateboards, rollerblades, scooters, and similar wheeled toys or devices are prohibited.
11. The patio furniture is the property of the Mission Ridge Condominium Association and must not be removed from the pool and spa area.
12. The pool safety equipment is to be left in the designated area and is not to be played with or removed from the area.
13. No flotation-type devices are permitted beyond those required for safety/exercise. There are to be no games or toys that will prevent other residents from the enjoyment of the pool area.
14. Loud, offensive, or unlawful behavior is prohibited.
15. All parties are to terminate when the pool/spa area closes (see hours listed on previous page).

16. The Gazebo area cannot be reserved. It is to remain available for everyone's use at all times.
17. Playing of music or other entertainment is not allowed. All recorded entertainment must be listened to through personal headphones.
18. Smoking is not permitted in the pool and spa areas.

CLUBHOUSE USE AND RENTAL

1. There is no fee for use of the clubhouse.
2. A refundable cleaning/damage deposit of \$300 is required.
 - a. The clubhouse and surrounding areas must be cleaned immediately after use. Failure to clean the clubhouse will result in cleaning charges deducted from the deposit and may incur a fine. Any money not used for the cleaning or damages will be refunded to the owner.
 - b. Any cleaning fees or damage beyond \$300 will be assessed to the owner's HOA account.
3. The clubhouse may not be used for business purposes.
4. Maximum occupancy of the clubhouse is 30. Use of the clubhouse does not include the use of the patio and pool area (see item 1 under Recreation Facilities on page 14).
5. Wet swim suits and wet feet are prohibited in the clubhouse.
6. Residents are responsible for providing all supplies, including trash bags.
7. Use of the clubhouse may not begin before 9 AM. Use shall terminate when the pool/spa area closes. Excessive noise is not permitted and is subject to a \$150 fine.
8. Smoking is not permitted in the clubhouse.

TENNIS AND RACQUETBALL COURTS

1. Court Hours: 8 AM to 10 PM
2. Courts are limited to 1.5 hours of play if there are others waiting.
3. Turn off the lights and secure the gate when you are finished using the courts.
4. Racquetball is limited to one hour of play if others are waiting.
5. Only tennis or other athletic shoes may be worn on the courts. Street shoes, shoes with black soles, and bare feet are prohibited.
6. Pets are not permitted on the courts.
7. Bicycles, skateboards, rollerblades, scooters, and similar toys or devices are prohibited.
8. Food is not permitted on the playing areas of the courts.
9. Individuals under the age of 14 must be accompanied by an adult resident over the age of 18.
10. Use of the tennis court wind screen as a practice backboard is prohibited.
11. On the posted wash-down day, the tennis courts will be closed from 9:00 AM to 11:00 AM.
12. Tennis ball hoppers (baskets) may be used only if the plastic coatings on the bottom are in good condition.
13. Smoking is not permitted in the tennis and racquetball courts.

FITNESS CENTER

1. Fitness Center Hours: 6 AM to 10 PM
2. Appropriate attire must be worn, including athletic shoes. Bare feet are not allowed.
3. Equipment must be wiped down after each use. Please bring your own towel.
4. Equipment is to be used only in the manner for which it was designed.
5. Individuals under the age of 14 must be accompanied by an adult over the age of 18.
6. Turn off the lights and secure the door(s) when are finished using the fitness center.
7. No pets are allowed in the facilities.
8. The Association does not provide a fitness instructor and assumes no responsibility for any injuries that might be incurred while using the facilities or equipment
9. Smoking is not permitted in the Fitness Center.

PETS

1. Residents are permitted to keep domesticated pets, such as dogs, cats, birds, reptiles, and fish. Exotic animals that require permits are prohibited.
2. No more than two (2) pets are permitted per unit.
3. No dog can exceed 30 pounds in weight. The Board reserves the right to ask residents with dogs that appear over 30 pounds to provide a certificate of weight from a veterinarian. Legal action will be pursued if this rule is violated. (See the CC&Rs.)
4. All pets are to be kept inside the resident's unit and not allowed to run loose in common areas. If pets are taken outside the unit, they must be on a leash. (San Diego Leash Laws)
5. Cats are not allowed to roam freely outside the unit or balcony/patio.
6. Pets are not to be toileted in any common area except in those areas specifically marked for such purposes.
7. When taken through the common areas or housed on a patio/balcony, pet reptiles must be placed in an appropriate cage or covered container.
8. Owners are responsible for the repair or replacement of the lobby and hallway carpets if their pets defecate, urinate, or otherwise damage the carpet.
9. Dogs must use the designated areas for defecation and urination. Owners are responsible for immediately cleaning up after their pets. Not cleaning up after your pet will result in a fine.
10. Cat litter is to be bagged before disposal and may not be disposed of in the trash chutes.
11. Barking dogs and other noisy pets (such as parrots) are subject to the animal noise laws of the San Diego Neighborhood Code Compliance Dept.
12. All dogs residing at Mission Ridge must be licensed with the City and registered with the office. At the time of registration each dog will be required to submit to a DNA swab administered by Mission Ridge staff. No dogs will be allowed on property without registration and the DNA swab.

Each dog must be registered and submit to the DNA swab within 10 days of move in. If a pet is acquired after move in the dog must register within 10 days and submit to the DNA swab.

The cost of each DNA swab will be borne by the resident. The cost of a lab test initiated by a violation will be assessed to the pet owner found in breach of the pet rules.

Monetary Penalty Schedule

Failure to Register Dog/DNA test	1 st Offence - \$150
	2 nd Offence - \$300
	3 rd Offence - \$600 – continues to double until violation is corrected.

When any violation is continuous until corrected, the Board may levy a daily fine to deter the continued and ongoing improper conduct, and to provide an incentive to comply immediately. Before imposing such a fine, 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 daily fines if the violation is not cured by a specific date. At the hearing, 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 daily fining 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 daily fining shall suffice.

In cases of violation, the Board may, after a noticed hearing, suspend voting rights and other Association privileges until the violation is resolved.

LAUNDRY ROOMS AND TRASH CHUTES

1. All trash must be bagged and secured before being placed in the trash chute.
2. Due to the proximity of residential units, laundry and trash chute hours are 8:00 AM to 9:00 PM.
3. Large cartons, pizza boxes, (items that won't fit in chute) must not be placed in the trash chutes. Take large items to a trash room and discard in garbage container or recycling bin.
4. Smoking is not permitted in the laundry rooms.

TRASH/RECYCLING ROOMS

All trash rooms in each building have a garbage bin and a recycling bin.

1. All garbage (including cat litter) must be bagged and secured before being discarded in the garbage bin.
2. Not all materials can be recycled. Please follow the recycling rules posted in the lobby and above the recycle bin in the trash rooms.
3. Boxes must be broken down and flattened before being put in recycling bins.
4. No large items, furniture, or appliances are to be discarded in trash rooms. Disposal of such items in the trash rooms will incur a fine.
5. Smoking is not permitted in the trash/recycling rooms.

STORAGE FACILITIES

Storage facilities are made available to owners at a fixed fee which varies based on the unit rented. Fees will be charged to the owner's HOA monthly statement and are due with the monthly HOA fee. Anyone wishing to use any storage facility must sign a rental agreement which includes a liability waiver. Use of storage facilities will be subject to the discretion of the Board and may be cancelled at any time. The Association is not responsible or liable for items stored in any storage rooms or lockers on the property.

INTERIOR STORAGE ROOMS

1. Storage of flammable or hazardous materials is prohibited.
2. Storage of mattresses, large appliances, and furniture is prohibited
3. No items may be stored within 3 feet of the roof access ladder, electric breakers, fire alarms, control panels for telephone or cable TV, nor within any area marked as an access aisle.
4. All items placed in storage rooms are to be packed in boxes or plastic bins and clearly labeled with unit number of the owner. Storage of loose items is prohibited. All boxes or containers must be kept within the marked area within the storage room.
5. Access to the interior storage rooms requires permission of the on-site office. Upon receiving approval a key will be issued for access to the storage area. Keys are issued on a temporary basis and MUST be returned to the office. The key issuance is secured by leaving a valid identification at the office. A security deposit of \$50 is required for any key issue exceeding one day.
6. Residents may only store items in the building in which they reside.
7. Abandoned items, unidentified items, items stored by non-residents, or unapproved items will be disposed of after a 30-day warning notice to the item owner if identification is possible. Alternately notice will be posted on the items, on the store room door and in the building lobby.
8. The fee for interior storage rooms is charged annually. The annual fee will be charged to the owner's association account in January of each year. There are no provisions for partial payment. The fee is due for all or part of each year.
9. Smoking is not permitted in the storage rooms.

EXTERIOR STORAGE ROOMS

1. Storage of flammable or hazardous materials is prohibited.
2. Storage of mattresses, large appliances, and furniture is prohibited.
3. Access to the exterior storage rooms is at will. Keys and locks are maintained by the renter.
4. Abandoned items, unidentified items, items stored by non-residents, or unapproved items will be disposed of after a 30-day warning notice to the item owner if identification is possible. Alternately notice will be posted on the items, on the store room door and in the building lobby.
5. The fee for exterior storage rooms is charged monthly. The monthly fee will be charged to the owner's association account each month. There are no provisions for partial payment. The fee is due for all or part of each month.
6. Smoking is not allowed in the exterior storage rooms.

CARPORT LOCKERS

1. Storage of flammable or hazardous materials is prohibited.
2. Storage of mattresses, large appliances, and furniture is prohibited.
3. Access to the carport lockers is at will. Keys and locks are maintained by the renter.
4. Abandoned items, unidentified items, items stored by non-residents, or unapproved items will be disposed of after a 30-day warning notice to the item owner if identification is possible. Alternately notice will be posted on the items, on the locker door and in the building lobby.
5. The fee for carport lockers is charged monthly. The monthly fee will be charged to the owner's association account each month. There are no provisions for partial payment. The fee is due for all or part of each month.

SCHEDULING PLUMBING REPAIRS

Association Plumbing

Mission Ridge reserves the right to shut off the water to any building at any time for emergency repairs.

Association non-emergency repairs that require water shut-off will be scheduled only on the FIRST and THIRD THURSDAY mornings.

Plumbing Repairs By Residents

1. If a repair requires a water shut-off to a building, the work must be scheduled with the on-site office at least 48 hours in advance. Resident non-emergency repairs that require water shut-off will be scheduled only on the FIRST and THIRD THURSDAY mornings.
2. A resident cannot authorize a plumber to shut off the water to a building. Unauthorized shut-offs will cause expensive damage to the hot water system. Any repairs which must be completed due to unauthorized water shut-off will be billed to the homeowner responsible.
3. A resident cannot make repairs to a unit's plumbing during Thursday morning shut-offs that have been scheduled for the repair of Association plumbing (see number 1 above) unless the resident's repair has been coordinated with the on-site office.
4. All plumbing repairs which affect common areas must be accomplished by a licensed contractor.
5. Because of the age of Mission Ridge plumbing, during any residential plumbing repair, the resident is required to have all shut-off valves (angle stops) and flexible supply lines in the unit inspected. Replacement of angle stops, if necessary, is to be carried out at that time at the owner's expense. The Association's maintenance supervisor will be required to inspect and verify that such repairs have been completed before the water is turned on and the resident's plumber is released.

VIOLATION PROCEDURES

The following procedures apply to all violations of the Rules and Regulations. Owners may submit a written report of any violations to the on-site office or Board of Directors.

1. A first notice to correct the violation will be sent by the Mission Ridge Office or the Association's management company to the owner, or the tenant and owner. The notice will contain a description of the violation and instructions for responding to or correcting the violation.
2. If a violation occurs involving the police, the Board will schedule a show cause hearing that automatically includes a fine. No first notice will be sent.
3. The unit's owner will be notified that a fine may be assessed for noncompliance.
4. If the violation continues, or if the response is unsatisfactory after the first notice, the owner will receive a show cause hearing notice with the possibility of a fine. The owner will be offered an opportunity to respond either by appearing personally at the hearing or by submitting a letter to the Board. The date of the hearing shall be no less than 15 days from the date of the notice. All notices will be sent by first class mail to the owner at the last known address shown in the Association's records.
5. If the violation continues, the Board may impose additional fines until such time as the matter is resolved. The Board may take legal action and hold the homeowner liable for the Association's legal fees.
6. If a violation is committed by an owner's tenant, the Association's primary course of action will be against the owner. The Board will also provide notification to the tenant of the violation.
7. All complaints must be submitted in writing to the office with the owner's name, unit number and phone number.

SCHEDULE OF FINES

Fines for first-time violations shall be levied as follows:

Unsafe or reckless activity (any action that could harm a person or property)	\$150
Use restrictions (pool / spa / common areas / recreation areas)	\$150
Glass containers in pool or spa area	\$150
Vehicle and parking restrictions	\$150
Unreasonable noise or offensive activity (anything heard outside a unit)	\$150
Any violation of the rules and regulations not specifically mentioned in this schedule	\$150
Unauthorized architectural changes to exclusive use areas or common areas	\$150 plus corrective action

Fines shall be in addition to any applicable costs incurred by the Association. Fines for continuing or repeated violations will be doubled with each similar offense. Four (4) or more violations assessed to a residential unit in any six (6) month period may result in legal action.

When any violation is continuous until corrected, the Board may levy a daily fine to deter the continued and ongoing improper conduct, and to provide an incentive to comply immediately. Before imposing such a fine, 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 daily fines if the violation is not cured by a specific date. At the hearing, 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 daily fining 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 daily fining shall suffice.

In cases of violation, the Board may, after a noticed hearing, suspend voting rights and other Association privileges until the violation is resolved.

ELECTION RULES AND MEETING TIMELINE

INTRODUCTION

The Mission Ridge Condominium Association has adopted the following election rules as required by California law. These rules replace older election rules, and are intended to apply to voting on those matters referenced in Civil Code Sec. 5100(a)(1) and such other votes as the Board determines should be conducted by secret ballot. To the extent these rules conflict with provisions of the Bylaws and/or CC&Rs, because these Rules restate applicable law, they take precedence over contrary provisions in the Bylaws and/or CC&Rs despite Civil Code Sec. 4205.

These Rules have been designed for annual use by simply inserting dates as indicated to help with the election time-line. Insertions of dates are not substantive changes and should not be construed as a “rule change” requiring notice pursuant to Civil Code Sec. 4360.

ELECTION RULES AND TIMELINE

1. 20____ ANNUAL MEETING

The 20__ annual meeting date for tabulating ballots, and the voting deadline, is currently scheduled for _____. This scheduled date is preliminary and may be subject to change. If there are changes, notice will be provided. Furthermore, since all dates are generally contingent on this annual meeting date, all dates herein are approximate and subject to change.

2. NOMINATION PROCEDURES; NOTICE AND CANDIDATE QUALIFICATION

2.1 Nomination Procedures and Deadline

The Bylaws authorize “reasonable nomination procedures” [Bylaws, Sec. 6.3]. In addition, nominations may be submitted in writing to the management agent. Nominations must be received by _____ [75 days before annual meeting date] in order to be included on the candidate registration list and ballot.

2.2 Notice of Nomination Procedures

At least 30 days before nominations are due [105 days before annual meeting date], the Association will give General Notice of the procedure and deadline for submitting a nomination. Individual Notice will be given to owners who have requested it. A completed copy of these Rules may be used as notice [Civil Code §5115(a)].

2.3 Candidate Qualifications

As required under Civil Code Sec. 5105, the Association shall disqualify a person from a nomination as a candidate for not being a member of the Association at the time of the nomination. If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of this Rule.

As allowed under Civil Code Sec. 5105, and notwithstanding provisions to the contrary in the Bylaws or CC&Rs, the Association may also disqualify a person from nomination as a candidate pursuant to any of the following:

(1) A nominee for a Board seat, and a director during their Board tenure, must be current in the payment of regular and special assessments. The Association may disqualify a person from nomination for nonpayment of regular and special assessments, but may not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party. The person shall not be disqualified for failure to be current in payment of regular and special assessments if either of the following circumstances is true:

- (i) The person has paid the regular or special assessment under protest pursuant to Civil Code Sec. 5658.
- (ii) The person has entered into a payment plan pursuant to Civil Code Sec. 5665.

(2) A person is disqualified if the person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest parcel as the person and the other person is either properly nominated for the current election or an incumbent director.

(3) A person is disqualified if he/she/it has been a member of the Association for less than one year.

(4) A person is disqualified if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Sec. 5806 or terminate the Association's existing fidelity bond coverage.

The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in internal dispute resolution pursuant to Civil Code Sec. 5900 et seq.

3. INSPECTOR OF ELECTIONS

On _____ [75 days before voting deadline], the Association will appoint an inspector(s) of election, either 1 or 3 [Civil Code §5110].

Persons who qualify as inspector(s): (a) a volunteer poll worker with the County registrar of voters, (b) a licensee of the California Board of Accountancy, (c) a notary public, or (d) a member of the Association, provided such member is not a director, candidate, or related to a director or candidate.

Persons who do not qualify as inspector(s): any person or company already employed by or under contract with the Association for compensable services is disqualified from serving as an inspector(s) of elections. A person or company not otherwise already employed by or under contract with the Association is not disqualified as serving as an inspector(s) of elections merely by virtue of being compensated for such inspector service.

The inspector or inspectors may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector or inspectors deem appropriate, provided that the persons are independent third parties meeting the qualifications for inspector(s).

Inspector(s) shall have the duties listed in Civil Code §5110(c). The inspector(s) may delegate inconsequential non-substantive duties, such as receiving ballots, to third parties who do not qualify to serve as inspector(s) of election.

4. ASSOCIATION ELECTION NOTICE

On _____ [35 days before ballot mailing], the Association shall provide General Notice to the membership of the following:

- (1) The date, time and physical address where ballots are to be returned, whether by mail or hand delivery.
- (2) The date, time, and location of the ballot counting meeting.
- (3) A list of all candidates' names that will appear on the ballot as known by the Association at the time notice is provided.

If Individual Delivery is requested by a member, the Association shall give the above information by Individual Delivery [Civil Code §5115(b)].

5. CANDIDATE REGISTRATION LIST; VOTER LIST; OWNER VERIFICATION PERIOD

As part of the Association Election Materials, the Association shall create and maintain (a) a candidate registration list, and (b) a voter list.

The voter list shall include the voter name, his/her/its voting power, the physical address and/or the parcel number, and the ballot mailing address, if different from the physical address or if only the parcel number is used on the voter list.

On or before _____ [at least 30 days before ballot mailing], the Association shall permit members to verify the accuracy of their individual information on both lists. The Association or member shall report any errors or omissions on either list to the inspector(s) of election not less than five days prior to ballot mailing; _____. The accuracy of the individual information on both lists will be conclusively presumed in the absence of a report of any errors or omissions by the deadline date. Upon receipt of a report of an error or omission, the inspector(s) shall make the corrections within two business days [Civil Code §5105(a)(7)].

6. ASSOCIATION MAILING

On _____ [at least 30 days before annual meeting], the Association shall mail, or cause to be mailed, an election voting packet, consisting of ballots, two pre-addressed envelopes and ballot return instructions to every member [Civil Code §5115(c)]. This mailing can be coordinated with the Election Inspector(s) mailing in Rule 7.

As required under Civil Code Sec. 5105(g), and notwithstanding any provision in the CC&Rs or Bylaws, the Association may not deny a ballot to any member for any reason other than not being a member at the time when ballots are distributed. Further, the Association may not deny a ballot to a person with a general power of attorney for a member, and must count any ballot received from the person with a general power of attorney if received in a timely manner.

7. ELECTION INSPECTOR(S) MAILING

On _____ [at least 30 days before annual meeting], the inspector(s) of election shall mail, or cause to be mailed, by individual delivery, the ballot or ballots and the election operating rules. The election operating rules can be posted on an internet website [Civil Code §5105(g)(4)]. The ballot mailing can be coordinated with the Association's mailing in Rule 6.

8. ACCESS TO ASSOCIATION MEDIA

If any candidate or member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content [Civil Code §5105(a)(1)].

9. ACCESS TO COMMON AREA MEETING SPACE

If there are any common area meeting spaces, such space(s) may be used by (a) each candidate during a campaign, at no cost, including those who are not incumbents, and (b) all members advocating a point of view, including those not endorsed by the Board, for purposes

reasonably related to the election. Such use shall be by reservation communicated in writing to the Association, on a first-come-first-served basis [Civil Code §5105(a)(2)].

10. VOTING POWER, PROXIES AND VOTING PERIOD

Each owner shall have one vote on each matter submitted for voting. Each vacancy shall count as a separate “vote.” For example, if there are three vacancies for election to the board, each owner shall have three votes. Cumulative voting, where more than one vote may be cast for any candidate, is not allowed [Bylaws, Sec. 6.4]. Voting by proxy is not allowed [Bylaws, Sec. 5.10]. The voting period shall be as outlined in these Rules [Civil Code §5105(a)(4)].

11. ELECTION RESULTS

The tabulated results of the election shall be reported to the Board, recorded in the minutes of the next meeting, and available for review by members of the Association. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election.

12. CUSTODY OF ELECTION MATERIAL

The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the inspector(s) of elections or at a location designated by the inspector(s) until after the tabulation of the vote, and until the time allowed by Civil Code Sec. 5145 for challenging the election has expired, at which time custody shall be transferred to the Association [Civil Code §5125].

13. CHALLENGE OR RECOUNT

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 the member’s authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote [Civil Code §5125].

THE ABOVE ELECTION RULES have been adopted by the Mission Ridge Condominium Association effective this 27th day of February, 2020, after not less than 28 days’ notice to the Association membership.

MISSION RIDGE CONDOMINIUM ASSOCIATION

20____ ELECTION TIMELINE

Summary

Annual Meeting Election Date

Time: _____

Location: _____

Association Notice of Nomination Procedure & Deadline
[105 days before annual meeting – General Notice*] – Rule 2.2

Nomination Receipt Deadline
[75 days before annual meeting] – Rule 2.1

Appointment of Inspector(s) of Election
[75 days before annual meeting] – Rule 3

Association Notice of Ballot Return, Annual Meeting Information
and Candidate Names Information
[65 days before annual meeting – General Notice*] – Rule 4

Open Verification Period for Voter and Candidate Lists
[60 days before annual meeting] – Rule 5

Verification Error & Omission Report Deadline
[35 days before annual meeting] – Rule 5

Association Mailing of Election Voting Packet
[30 days before annual meeting - Mail] – Rule 6

Election Inspector(s) Election Ballot and Rules Mailing
[30 days before annual meeting – Individual Delivery] – Rule 7

** General Notice (e.g. posting), but Individual Delivery to those owners who request.*