

Mountain View Homeowners Association

27720 Jefferson Ave. Suite 200 Temecula Ca 92590

951-699-7656 Fax: 951-699-8196

August 23, 2007

Re: Notice of Rules & Regulations Adopted for governing the use of the common areas and community.

Dear Homeowner(s):

As required by California civil code, the Board is notifying the Association membership, in writing, the Board has formally adopted the Rules & Regulations previously mailed on May 9, 2007 governing the use of the common areas and the community. The Rules were discussed in an Open Meeting of the Association's Board on June 20 & July 18, 2007 and unanimously approved on July 18, 2007. Please replace the draft copy of the previously mailed document with the enclosed final version showing the adopted date of July 18, 2007.

Please retain this important document as a part of your governing documents for safekeeping.

Respectfully yours,
As directed by the Board of Directors
Mountain View Homeowners' Association

Rhonda Paterson, CCAM, CMCA
Community Manager
The Prescott Companies

**MOUNTAIN VIEW COMMUNITY ASSOCIATION
RULES AND REGULATIONS
ADOPTED JULY 18, 2007**

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**MOUNTAIN VIEW COMMUNITY ASSOCIATION
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The following are Rules and Regulation (R&R's) and selected provisions of the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Mountain View dated December 7, 2000 (CC&R's) that have been prepared in simplified language. These R&R's are not meant to stifle creativity and individual's rights, but, rather, should be viewed as a tool for protecting the property values of all homeowners, preserving each individual's right to peace and the quiet enjoyment of their environment, and promoting a happy and safe neighborhood for the majority. This publication presents an abbreviated version of some of the most common restrictions and is not meant to encompass all of them. Please refer to the CC&R's for the complete sections in their entirety.

These R&R's may be changed from time to time by the Board of Directors. The use restrictions that pertain to the Association and are covered by the CC&R's may be amended through a vote of the membership.

It is the responsibility of all homeowners to inform their tenants and guests of the governing documents of the Association, including these R&R's.

RULES PERTAINING TO USE OF INDIVIDUAL LOTS

1. AGE RESTRICTION

1. Homes in the Association shall be occupied and/or used by at least one person who is fifty-five (55) years of age or older and such other persons who are Qualified Permanent Residents and/or Permanent Health Care Residents.
2. Temporary residency by a person of less than fifty-five (55) years of age as a guest of a Senior Citizen or Qualified Permanent Resident, shall be allowed for periods of time not to exceed sixty (60) calendar days (whether consecutive or non-consecutive) in any calendar year. (Only Qualifying Residents, Qualified Permanent Residents, and Permitted Health Care Residents shall be entitled to occupy, visit, or reside in any Residence for more that sixty (60) calendar days in any calendar year).

2. ANTENNA/ SATELLITE DISHES

1. If a homeowner wishes to install an Authorized Antenna, it is requested that the homeowner complete a Structure and Landscape Improvement Application form. An Authorized Antenna means: (a) an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one meter or less in diameter; (b) an antenna designed to received video programming service, including multi-channel, multipoint distribution service (wireless cable), and is one meter or less in diameter or diagonal measurement; and (c) an antenna designed to receive television broadcast signals.
2. Owners are encouraged to install Authorized Antennas in the least obtrusive location which does not interfere with the reception. It is preferable if the reception device is not visible from any street.

3. Only Authorized Antennas may be installed.

3. GARAGE SALES

1. Garage sales, estate sales, and/or the selling of anything outside of one's home are not allowed.
2. Periodically, the Board of Directors may authorize a Community Garage Sale.

4. LEASE OR RESALE

1. Each lease or rental agreement and each purchase agreement for resale shall have a statement above the signature line for the lessee or purchaser (as applicable), asserting that as least one (1) occupant of the Residence shall be fifty-five (55) years of age or older.

5. MAINTENANCE

1. Property ownership includes the responsibility of maintenance of all structures and grounds which are part of your property. This includes, but is not limited to, items such as landscape maintenance, removal of trash, and structural maintenance.
2. Maintenance affects the visual character and economic values of the property and neighborhood and, in some cases, safety.

6. NOISE

1. Everyone is encouraged to respect the right of homeowners to live in a peaceful and quiet environment.
2. Radios, televisions, musical instruments, power tools, party activities, and other noise sources (including barking dogs and car horns) must be restricted at all times to a level that does not unduly disturb other residents.
3. For reasons of community respect, please lower noise volume and keep it at a minimum during the hours of 9:00 p.m. until 8:00 a.m., when most residents will be sleeping.

7. OFFENSIVE CONDITIONS

1. In order to keep a neat and tidy appearance, all equipment, trash containers, or storage piles need to be screened or concealed from public view.
2. Trash containers may not be exposed to view more than twelve (12) hours before and after scheduled trash collection hours.
3. In addition, exterior clothes lines are not allowed.

8. PARKING

1. Residents may park Authorized vehicles in their garages or driveways. If they park in the driveway the vehicle must be parked within such driveway and not extend over any portion of the sidewalk or grass areas.
2. Street parking is reserved for visitors, including vendors. Residents may not park in the streets except as follows:
 - a. Parking while visiting another resident of the community.
 - b. Parking for short periods of time (not to include overnight) for loading, unloading, maintaining the home, garage, driveway, etc.
 - c. With the approval of the Property Manager
 - d. In accordance with Section 12. Vehicles/Vehicle Repair below.
3. Garage doors are to be kept closed for security and aesthetic purposes. Doors may be left open to two feet for ventilation.

9. PETS

1. Please show your respect for other homeowners by not permitting your pet to disturb the peace (in the case of dogs, by barking continuously), or, otherwise, be a public nuisance.
2. Prevent your pet from soiling the common area, and if any mess is left by your pet, either in the common areas or anywhere in the Properties, you are responsible for promptly cleaning it up.

10. SIGNS

1. Acceptable signage is restricted to real estate or security signs.
2. Security signs shall be no larger than 12" X 12" (one foot square).
3. Signs shall be freestanding and not attached to the house or garage.
4. No signs are allowed which can be seen outside any home with the exception of a single security sign or a single "FOR SALE" sign or "FOR RENT" signs of customary and reasonable dimensions, not to exceed 18" X 30", and of a professional quality on weather resistant material.
5. "SOLD" signs may not be displayed for more than 30 days after the sale of a residence.

11. USE OF YOUR HOME AND LOT

1. Use of your lot and home is for private, single-family living, and no part of it shall be used for any commercial purpose when there is external evidence of commercial activity.

12. VEHICLES/VEHICLE REPAIR

1. Trailers, recreational vehicles, campers, boats, mobile homes, motor homes, commercial vehicles, buses or vans which accommodate more than ten people, and vehicles with more than two axles are not allowed to be parked anywhere in the project except for 48 hours in any five day period for loading, unloading, making deliveries, or emergency repairs. However, if possible, they can be parked in the garage with the door closed as long as that would not cause an authorized vehicle to have to be parked in the driveway or street.
2. Inoperable vehicles or parts of vehicles are not allowed to be parked anywhere in the project.
3. Residents may not repair, maintain, or restore any vehicle except within an enclosed garage with the garage door closed, provided such activity is not a business.

13. AGE RESTRICTION DEFINITIONS

1. Residents who may legally reside in the Mountain View Community Association are a qualifying Resident, a Qualified Permanent Resident, a Permitted Health Care Resident, or a Guest (for 60 days).
2. A "Qualifying Resident" for Mountain View Community Association refers to a person 55 years of age or older.
3. Definition of "Qualified Permanent Resident"
 - (A) If under 55 years of age the person must have been living in the home with the qualifying resident. (They do not qualify if they move into a residence after the qualifying resident has left the home as a result of death or prolonged absence.)

AND

- (B) The person must be 45 years of age or older, or..
 1. The spouse of the Qualifying Resident, or..
 2. The cohabitant of the Qualifying Resident, or..
 3. A person providing primary physical support to the Qualifying Resident, or..
 4. A person providing primary economic support to the Qualifying Resident.

Anyone 45 years of age or older meets this requirement. Anyone less than 45 years of age must fall into one of the four roles listed. The role of primary physical or economic supporter would have to be substantiated by the Qualifying Resident and reviewed on a case by case basis.

4. Qualified Permanent Resident also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined above who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness or injury.

14. PERMITTED HEALTH CARE RESIDENTS

1. "Permitted Health Care Resident" means a person hired to provide live-in, long-term, or terminal health care to the Qualifying Resident or a family member of the qualifying resident providing that care.

15. GUESTS

1. Guest means any person who does not meet the requirements of:

- (A) Qualifying Resident
- (B) Qualified Permanent Resident
- (C) CC&R Section 1.1.23 "Qualified Permanent Resident"
- (D) CC&R Section 2.1 "Single Family Residence" (Age Restriction)

RULES PERTAINING TO THE RECREATION FACILITIES

16. RESIDENT USE

1. The recreation facilities are for the use of residents of the Mountain View Community. The use of the facilities may be restricted by the Association for violation of the rules or abuse of the recreational facilities or common areas. The recreation facilities are reserved for full-time residents of the Association and their guests. Off-site owners whose properties are occupied are not entitled to use the Association facilities.

2. All guests must be accompanied by a resident. If a Mountain View owner or resident is physically unable to accompany guests, contact the management company at (800)404-0141 and ask for the Community Manager.

3. The recreation facilities may not be used for commercial purposes other than those endorsed by the Association.

17. GENERAL RULES

1. The Mountain View Community Association reserves the right to close any of the facilities at any time to repair, clean, and maintain the premises.

2. Smoking is prohibited in the Clubhouse and at all exterior locations of the recreational facilities, including the pool and spa, tennis courts, and the exterior portions of the Clubhouse.
3. Shirt and shoes must be worn at all times. Wet clothing/shoes are not allowed in the Clubhouse.
4. Pets shall not be allowed in the Clubhouse or surrounding grounds, with the exception of seeing-eye and hearing dogs.
5. Parking between the hours of 12:00 midnight and 6:00 a.m. is prohibited in the Clubhouse parking lot.
6. Messages, ads, etc. for a clubhouse bulletin board shall be typed, tastefully drawn or written on no larger than a 3x5 card, approved and dated by the Chairperson or Officer-at-Large of the Mountain View Social Club before being posted. Posted time limit is 30 days. Only residents are allowed to post any information. Commercial advertisements from outside vendors are not allowed. Residents may not advertise personal business.

18. RESERVATIONS

1. The Clubhouse and barbecue area may be reserved by any resident for private parties. The weight room, tennis court and pool area **cannot** be reserved. The Clubhouse is for the benefit and enjoyment of all Mountain View residents and those designated for any lawful and non-business functions. The reservation of the Clubhouse is restricted to residents for personal and private parties. Residents who are not homeowners must have the reservation made by the homeowner. Reservation of the facility by outside organizations, whether or not requested by a member, is not authorized.
2. Reservations can be made no more than ninety (90) days in advance and no less than thirty (30) days in advance. All fees/deposits must accompany the reservation.
3. All recreation facilities/functions must be reviewed and approved by the committee and or person or persons designated by the Board of Directors to coordinate the reservations.
4. The Mountain View Social Club shall maintain a central calendar for scheduling facilities use.
5. When scheduling the annual calendar, the following information gives priority and times in which the rooms can be reserved:
 - a. Homeowner Association Events – (This includes Board meetings, association committees and association events.) Care will be taken when scheduling these events that they do not interfere with traditional days/dates held by clubs. If, however, they do conflict and the Officer-at-Large finds it impossible to schedule another day/time,

the HOA event will take precedence.

b. Club Events—Priority will be given on a first come, first serve basis. All dates for the following year will be accepted from the clubs after December 1. The dates will be confirmed with the clubs by December 31. If dates conflict with another club, club representatives will meet to find a compromise.

c. Homeowner Sponsored Events—All reservations for the following year will be accepted after December 1, but not more than 90 days in advance of the reservation date. Any event in conflict with HOA events or sanctioned club events will be denied.

d. The first two weeks of signing up for any Mountain View Social Club event will be restricted to residents only. Thereafter, guests (non-residents) will be allowed if the maximum number for the event has not been exceeded.

e. Individuals or groups using the facilities may use any of the decorations, utensils, dishes, silverware, etc. Equipment must be cleaned, dried and returned to the proper storage space. This includes emptying the dishwasher. Decorations may be attached to existing anchor points only, and cannot be nailed, stapled, taped or otherwise attached to any surface. Damage to the facility or any Association-owned decorations must be repaired or items replaced at user's expense. Trash must be placed in proper receptacles. Any part of the recreational facilities used by individuals or groups must be restored to its original condition.

f. For any private party event that includes non-residents, the host will obtain a \$300,000.00 certificate of insurance, naming The Mountain View Community Association as additionally insured. There will also be a refundable security deposit of \$300.00, and a non-refundable usage fee of \$50.00. The security deposit and usage fee must accompany the application. Fees and deposits may change without notice.

g. The certificate of insurance must be provided to Management no later than two weeks prior to the scheduled event.

h. The Association does not employ personnel to monitor rental functions and, therefore, cannot be held liable for any theft of or damage to personal articles.

i. The reserved function shall conclude by 12:00 midnight except on New Year's Eve, when the function shall conclude by 2:00 a.m.

j. The renter shall arrange for all pick-ups and deliveries (if any) to be made the day of the event.

k. The renter shall warrant that there will be no charge to his/her guests for admissions, food, beverage, or entertainment on the premises.

19. TENNIS COURT RULES

1. The tennis court is to be used exclusively by residents and their guests for the sole purpose of playing tennis or badminton. No other activity is allowed unless approved by the Association.
2. Only tennis shoes with non-marking soles may be worn on the courts. No other footwear is permitted.
3. Food is prohibited. Beverages in non-breakable containers are permitted. No smoking is permitted on the courts.
4. Guests must be accompanied by an Association resident.
5. Play shall be limited to one hour when other players are waiting.
6. No wheeled toys or vehicles (i.e., skateboards, roller blades, bicycles, roller skates, big wheels) are allowed on the courts.
7. Each resident is responsible for removing any debris prior to leaving the court.
8. Each owner is responsible for the conduct of his/her guest(s) or his/her tenant's guests.
9. All spectators and players waiting to play must remain outside the fenced tennis court area. Residents bringing non-playing individuals must keep them off courts and supervised at all times.
10. Courts are available on a first come, first serve basis. There are no reservations.
11. No pets are allowed on the courts at any time except seeing-eye and hearing dogs.
12. Use the tennis courts at your own risk. The Association does not employ personnel to monitor activities at the courts and therefore cannot be held liable for any injury or damage that may occur.
13. Tennis courts hours are from 7:00 a.m. until dusk.

20. POOL & SPA RULES

1. Guests must be accompanied by the hosting homeowner/resident. The maximum number of guests is six (6) per residence.

2. No glass or sharp objects are allowed in the pool or spa.
3. Individuals under the age of 14 years are not allowed in the pool unless accompanied by a responsible adult of 21 years of age or older.
4. Incontinent persons, including those in diapers or children who are not toilet trained, are not allowed to use the pool.
5. No soap, bath oils, etc. are allowed in the pool or spa. Bathers must shower prior to entering the pool or spa.
6. Diving is not permitted in any areas of the pool or spa.
7. No running, pushing or boisterous activity is allowed in or around the pool or spa areas.
8. Radios, cassette/CD players and TV's may be used with earphones only.
9. No wheeled toys or vehicles including skateboards, roller blades, roller skates, or bicycles are allowed in the pool or spa area.
10. No smoking is allowed within the fenced boundaries of the pool and spa area.
11. Each resident is responsible for placing his/her (and their guests) litter and debris in the trash receptacles prior to leaving the pool/spa area.
12. No floating or inflatable devices will be permitted in the pool or spa except water wings.
13. No pets are allowed in the pool or spa area at any time except seeing-eye and hearing dogs.
14. Use the pool and spa facilities at your own risk. The Association does not employ a lifeguard or other personnel to monitor activities at the pool and therefore cannot be held liable for any injury or damage that may occur.

