



Meniffee Town Center Master Association

OFFICIAL NOTICE OF ADOPTION OF OPERATING RULE CHANGES; NOTICE OF APPROVAL OF RULES

February 25, 2020

Dear Member:

In accordance with California Civil Code Section 4360(c), the Board of Directors hereby provides you with notice of adoption of the Rules and Regulations for Meniffee Town Center Master Association and changes to the Meniffee Town Center Master Association Election Rules. The Rules and Regulations and Election Rules, as previously noticed to the members, were adopted by the Board of Directors at its open session meeting on February 13, 2020.

Additionally, the portion of the Rules and Regulations which apply solely to the Residential Phase Owners was approved by a majority of the Owners within the Residential Phase. Specifically, the following portions of the Rules and Regulations were approved:

- Section 5 "Tenant Rules and Regulations", Sections 5.2, 5.3, 5.4, 5.6, 5.7;
- Section 6 "Parking Rules", Sections 6.3, 6.4, 6.18;
- Section 8.1-8.3 "Signage Rules", General, Sale Signs, and Open House Signs;
- The entirety of Sections 7 "Pet Rules", 10 "General Cortana Rules and Regulations", 11 "Pool/Spa/Wader Rules", 12 "Bocce Ball Courts", 13 "Dog Park" and 14 "Cortana Club Key Fobs Rules";
- Section 19 "Fine Schedule", 19.1(a): fines for landscaping violations;
- Section 22.1.4, rules related to solar energy systems;
- Section 22.2, rules related to exterior modifications.

The rule changes are effective as of the date of this notice. A complete copy of the Election Rules and the Rules and Regulations are enclosed herein. Should you have any further questions, please feel free to contact Darren Mandel at (951) 395-1202.

Sincerely,

BOARD OF DIRECTORS
MENIFEE TOWN CENTER MASTER ASSOCIATION

RULES AND REGULATIONS

Prepared for:

Menifee Town Center Master Association

**MENIFEE TOWN CENTER MASTER ASSOCIATION
RULES AND REGULATIONS**

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**MENIFEE TOWN CENTER MASTER ASSOCIATION
A PLANNED COMMUNITY
SECTION 1
MEMBERSHIP INFORMATION**

Meniffee Town Center Master Association ("Master Association") offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Meniffee Town Center Master Association is a California non-profit mutual benefit corporation consisting of those Owners of Separate Interests within the ultimate boundaries of the Master Association.

The purpose of the Master Association is to ensure that the Master Association Property (commonly referred to as common area) and common facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Master Association provides a membership base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&R's) they do not cover the entirety of the document. Please be sure to read the CC&R's carefully. Where there is a conflict between these Rules and Regulations and the CC&R's, the CC&R's shall control.

MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 2
DELINQUENCY POLICY

2.1 Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.

2.2 Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Master Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.

2.3 Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Master Association enter into an agreement providing for payments to be applied in a different manner.

2.4 When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment may be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 5650(b)(2), unless the declaration specifies a smaller amount.

2.5 In accordance with California Civil Code 5650(b)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.

2.6 When any assessment remains unpaid forty-five (45) days past its due date, the Master Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Master Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.

2.7 Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Master Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request, unless there is no regularly scheduled board meeting within that period. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Master Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a

payment plan is approved, additional late fees for the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

2.8 If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Master Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

2.9 The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Master Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR")

2.10 After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Master Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, upon review of the Master Association Member's delinquent account, the Board may decide to take small claims court action. The Master Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

2.11 "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"

2.12 An owner is entitled to inspect the Master Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

2.13 Owners have the right to provide a secondary address for mailing for purposes of collection to the Master Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Master Association receives the request.

2.14 Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be

paid in full to the Master Association. The mailing address for overnight payments of assessments is 16775 Von Karman, Irvine, CA 92606 unless the account has been turned over to the association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

2.15 The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of Master Association. This policy is subject to change upon thirty (30) day written notice.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 3
COMMON AREA RULES AND REGULATIONS**

- 3.1 Use of Master Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Master Association Documents.
- 3.2 The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community. Homeowners are required to add sandbags to their lots as necessary to prevent any storm water/mud run-off from their lots to the common areas, both pre and post-construction. Homeowners shall maintain and replace sandbags as necessary until yard installation is complete. The following are prohibited:
- Washing, hosing or rinsing of driveways, sidewalks or hardscape into the street.
 - Washing, hosing or rinsing of vehicles into the street.
 - Washing, hosing or spilling of any hazardous materials into the street.

Note: The above can be done provided run-off is diverted into landscaped areas.

MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 4
CENTRAL PARK

- 4.1 In the center of the community, a 5-acre park is planned to provide multipurpose green space to accommodate community events, including concerts, movies, art fairs and farmers markets. The park will offer shaded picnic areas, walking paths, a tot lot, an amphitheater with a stage and parking.
- 4.2 This park is owned, operated and maintained by the City of Menifee and is open to the public.
- 4.3 Hours of operation will be established, and controlled by the City of Menifee.
- 4.4 All questions and concerns related to this public park should be directed to the City of Menifee Community Services Department at (951) 672-6777.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 5
TENANT RULES AND REGULATIONS**

- 5.1 The Owner shall have the responsibility to acquaint their tenants and guests with the CC&R's and Rules and Regulations of the Master Association.
- 5.2 For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
- 5.3 The rental of any guest or caretaker units (except to family members of the Owner of the respective Separate Interest upon which such unit is located) is expressly prohibited.
- 5.4 If an Owner does not reside in his Separate Interest and has delegated his right of enjoyment of the recreational facilities to their tenant who occupies the Separate Interest they shall not be entitled to the use and enjoyment of any recreational facilities located on the Master Association Property during the term of such delegation/lease.
- 5.5 In accordance with the CC&Rs, all leases shall be in writing. Within seven (7) days after executing, or otherwise entering into, a lease, rental, or other agreement for the lease, rental, occupancy, or use of a Separate Interest, the Owner shall provide the Master Association's managing agent the name and contact information of the lessee, renter, occupant, or user of the Separate Interest and all other persons occupying the Separate Interest, and a copy of the lease, rental, or other agreement evidencing the Owner's permission for such lessee, renter, occupant, family member, guest, or other person, to occupy or use the Separate Interest. Such written leases shall include the following provision, or in a form substantially as follows:

"Lessee shall not assign the lease or any interest therein or sublet the premises or any part thereof, or permit the use or occupancy of the premises by any person other than Lessee and any persons identified in the Lease Agreement as permissible occupants.

"Lessee agrees that Lessee and all occupants of the premises shall be bound by and shall comply with all provisions of the Master Declaration of Covenants, Conditions and Restrictions of Meniffee Town Center ("CC&Rs"), Bylaws, Rules and Regulations, Policies, Design Guidelines, or any other governing documents of the Master Association (collectively, the "Governing Documents"), concerning the use and occupancy of the premises and the Master Association common area property, and that Lessee shall control the conduct of all other occupants, guests and others visiting or residing at the leased premises in order to ensure compliance with the Governing Documents. Lessee acknowledges receipt of a copy of the Governing Documents. Any violation of the Governing Documents or attempt to assign or sublet the premises shall be a default under the Lease Agreement, and Lessor shall have the right to terminate the Lease Agreement without liability and to evict the Lessee and all other occupants in accordance with California law."

- 5.6 Any rental, lease, or other occupancy of a Residential Phase Separate Interest, or portion thereof, for less than a period of thirty (30) consecutive days constitutes an impermissible nonresidential use for transient or hotel purposes in violation of the CC&Rs.

Entering into an oral or written agreement to rent, lease, or use a Residential Phase Separate Interest, which on its face or by its terms may provide for an occupancy term of at least thirty (30) consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee, occupant, or user of a Residential Phase Separate Interest actually intends to occupy a Residential Phase Separate Interest for a term of less than thirty (30) consecutive days, shall be deemed a violation. Additionally, the use of a Residential Phase Separate Interest by occupants, other than an Owner, for a period of less than thirty (30) consecutive days, irrespective of the terms of an oral or written agreement, if any, is a violation.

- 5.7 Where the tenants or occupants of a Residential Phase Separate Interest are offered or provided with any services normally associated with transient occupancy (including hotel, inn, bed & breakfast, vacation rental, time-share or similar temporary lodging), such use shall be deemed an impermissible lease and/or business use.

MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 6
PARKING RULES

- 6.1 Article VI, Section 6.2 of the Master CC&Rs, and other applicable Supplemental Declarations, shall govern parking use restrictions. The following parking rules are in addition to the parking use restrictions in Article VI, Section 6.2 of the CC&Rs.
- 6.2 All persons parking or stopping their vehicle at or on Master Association property do so at their own risk. The Master Association is not responsible for any damage or injuries sustained as a result thereof.
- 6.3 Owners of Residential Separate Interests shall keep garages readily available for parking of the number of Authorized Vehicles the garage was originally designed to accommodate. Such garages shall not be used for storage, living purposes (for people or animals) or recreational activities (ex. a workshop). Except for reasonable periods of entry or exit, garage doors shall be kept closed.
- 6.4 Shared Drives are solely to be used for access to and from such Owner's Residence. The Shared Drives may not be used for storage of personal property or parking of any vehicle. No Owner shall unreasonably interfere with another Owner's exercise of easement rights over the Shared Drives. No vehicle of any kind may be parked in the Shared Drives, except for brief periods during loading or unloading, unless such vehicle is parked in a designated guest parking space. When present in the Shared Drives, vehicles must be parked or moved so that they do not interfere with normal use of the Shared Drives by other Owners or visitors.
- 6.5 All California, local vehicle, City of Menifee and Riverside County Fire codes, and posted speed limits will be enforced.
- 6.7 All vehicles parked on the streets must be parked in the direction of the flow of traffic.
- 6.8 Vehicles shall not extend into a sidewalk or impede access over any common area.
- 6.9 Vehicles shall not be parked in front of mailboxes or in any manner which may obstruct access to a mailbox by the U.S. Postal Service.
- 6.10 Prohibited Vehicles are not permitted in the community and include the following: trailers, motor homes, recreational vehicles, boats, campers, U-Haul type vehicle or truck larger than one (1) ton. All temporary loading and unloading activities shall be conducted from designated loading areas within the Property. Notwithstanding the foregoing, a Prohibited Vehicle may be parked within the Master Association for temporary parking, for a period not to exceed eight (8) consecutive hours for loading and/or unloading purposes.
- 6.11 No person shall operate an automobile, motorized scooter, moped, motorized razor, golf cart, motorcycle, all-terrain vehicle or any other type of motor vehicle within the Master Association without a valid driver's license, or a California learner's permit, provided that all conditions imposed on such license or permit are satisfied.

- 6.12 Vehicles parked in a marked fire lane, within 15 feet of a fire hydrant, in a parking space designated for handicapped parking without proper authority, or in a manner which interferes with any entrance to, or exit from, the community or an Owner's Separate Interest are subject to tow, at vehicle owner's expense.
- 6.13 All drivers operating a vehicle within the community shall abide by all posted traffic control signals and signs, including, but not limited to, all posted speed limits, stop signs, and crosswalks. All persons driving within the Master Association shall exercise caution and reasonable driving conduct when operating a vehicle. All drivers must be aware that children and those accompanying children cross the streets within the community for ingress, egress and access to and from their respective homes and Common Area facilities.
- 6.14 All persons driving within the Master Association shall abide by California Vehicle Codes pertaining to school buses. When a school bus is stopped for the purpose of unloading or loading students, regardless of whether the red lights are flashing or any stop signal arm is activated, all approaching vehicles from all directions must stop until all students are loaded or unloaded and the school bus begins to move again.
- 6.15 Contractors shall not leave vehicles or equipment on streets or Master Association Property overnight.
- 6.16 Owners shall, at all times, be responsible for their tenant's, guest's, or contractor's compliance with all of the provisions of the Governing Documents and shall be responsible for all parking and traffic violations of their tenants, guests and contractors.
- 6.17 The Board may levy a fine for each individual parking or traffic violation, in accordance with the Master Association's enforcement and fine policy.
- 6.18 Parking in guest parking spaces in the Village is prohibited in designated restricted parking spaces on designated waste collection days, and subject to immediate tow without notice.

MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 7
PET RULES

- 7.1 Problems associated with animals, including noise disturbances and defecation should be directed to Animal Control at (951) 674-0618.
- 7.2 No pets, including dogs, cats, birds and other domesticated animals, are permitted in any pool area or common facilities at any time, except as otherwise permitted at the dog park.
- 7.3 Animals kept in a Residential Phase Separate Interest must be kept indoors or in an enclosed yard. All dogs that are not on an Owner's property shall be on a 6 foot or shorter leash, held by a person who can completely control the dog at all times.
- 7.4. Owners shall remove their animal's feces on any public or private property that is not owned by you.
- 7.5 Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by their animal within their private rear yard or patio areas.
- 7.6 For Residential Phase Separate Interest residents, no more than a maximum of two (2) animals (i.e. dogs, cats, fish, birds and other usual household) may be raised, bred or kept, provided that they are not kept or bred for commercial purposes. The Board may determine that a reasonable number in any instance may be more or less. The Board may prohibit maintenance of any animal which, in the Board's opinion, constitutes a nuisance.
- 7.7 For Residential Phase Separate Interest residents, Aggressive Dogs must at all times be securely confined indoors or confined in a securely and completely enclosed and locked pen in a backyard or enclosed side or back yard. Under no circumstances shall an Owner construct such a pen in a front yard. Any such pen shall not exceed five (5) feet in height if it is to be located within fifteen (15) feet of a Parcel boundary line and shall include a conspicuous sign, either posted on such pen itself or in the immediate vicinity of the pen, displaying the words "Dangerous Dog". Any time an Aggressive Dog is not confined indoors or in a pen, the dog shall be leashed and muzzled in such a manner as to prevent it from biting or injuring any person or animal. Aggressive Dogs shall mean dogs which are of a breed known to be aggressive or commonly trained for fighting.
- 7.8 Each Owner shall be absolutely liable to each and all other Owners, their families, tenants, residents and guests for damages or injuries caused by any Animals brought or kept in the Property by an Owner, by members of the Owner's family, or by the Owner's guests, tenants or invitees.
- 7.9 Each Owner who keeps or allows to be kept any animal in the Project, whether in compliance with or in violation of the Governing Documents, shall indemnify, defend and hold harmless the Master Association, its officers, directors, contractors, agents and employees from any claim brought by any person against the Master Association, its officers, directors, agents and employees for personal injuries or property damage caused by such animal.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 8.1
SIGNAGE RULES: RESIDENTIAL PHASE**

Sub-Index

8.1 General

8.2 For Sale Signs

8.3 Open House Signs

- 8.1.1 No sign or billboard of any kind shall be displayed to the public view on any portion of the Master Association Property except for signs used by Declarant (or by a Parcel Developer with Declarant's consent) in connection with the development of the community and sale or lease of a Parcel.
- 8.1.2 In accordance with Section 712, 713 and 4715 of the California Civil Code, an Owner may display on his/her Parcel or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's telephone number.
- 8.1.3 All signs shall comply with the City of Menifee Codes regarding signs and any other applicable governmental ordinances.
- 8.1.4 Signs erected in Master Association Property not complying with the rules will be removed by a representative of the Master Association.
- 8.1.5 All Residential Phase Owners shall comply with the following Master Association "For Sale" and "Open House" Sign Regulations.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 8.2
“FOR SALE” SIGN REGULATION: RESIDENTIAL PHASE**

Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area. These regulations shall also apply to “For Lease” signs.

- 8.2.1 Residents (or their agents) wishing to advertise "For Sale" for purposes of selling their property must use a standard sign with restrictions on type, design, location, and quantity.
- 8.2.2 Signs are to conform to the following specifications:
 - (a) The total sign area shall be contained within a 18" x 30" area.
 - (b) The top of the sign shall not exceed 4' above ground level.
- 8.2.3 The sign must be professionally prepared on weather-resistant material.
- 8.2.4 Only one sign is permitted per Parcel. Brochure boxes, attached riders, sold signs, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only the brokerage firm name or “For Sale by Owner” with the owner’s or agent’s address & phone number may be included on the sign.
- 8.2.5 The sign may be placed no further away from the dwelling unit than half the distance between the dwelling and the sidewalk. No sign shall be attached to the ground by means other than a conventional single vertical stake which shall not exceed 2" x 3" in diameter. Posts, pillars, frames, or similar arrangements are prohibited.
- 8.2.6 Signs are not permitted on Master Association Property except that a maximum of one "Open House" directional sign per change of direction may be placed at street intersections. However, in no case may there be more than one "Open House" directional sign per corner.
- 8.2.7 Developer is exempt from these restrictions during the entire sales phase.
- 8.2.8 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Enforcement Policy.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 8.3
"OPEN HOUSE" SIGNAGE ON COMMON AREAS**

Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area.

- 8.3.1 Residents (or their agents) wishing to advertise "Open House" for purposes of selling their property must use a standard sign with restrictions on type, location, and quantity.
- 8.3.2 Signs are to conform to the following specifications:
 - (a) The total sign area shall be contained within a 12" x 18" area.
 - (b) The top of the sign shall not exceed 4' above ground level.
- 8.3.3 The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 2" x 3".
- 8.3.4 A maximum of one sign (in total) per change of direction may be placed at street intersections. At a four-way intersection there are four corners where only four signs may be placed.
- 8.3.5 Signs may not remain on common areas overnight.
- 8.3.6 Brochure boxes, attached riders, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only "Open House" and a directional arrow may be included on the sign.
- 8.3.7 "Open House" signage may be posted on Saturdays and Sundays only and at a frequency of two weekends per month maximum.
- 8.3.8 The Owner of the property for sale is solely responsible for adherence to these and all other Master Association Rules and policies.
- 8.3.9 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 9
CONTRACTOR GUIDELINES**

Master Association members are responsible for the actions of any contractor they hire to perform work in the Project and to ensure that any contractor hired adhere to the following:

- 9.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
- 9.2 Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, streets or mailboxes.
- 9.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 9.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 9.5 Portable toilets are not allowed unless approved by the Board in writing.
- 9.6 Dumpsters shall be maintained in a neat and sanitary manner on the residential lot during construction. Materials shall be placed so that they are not visible outside of the dumpster. A regular dumping service shall be retained a minimum of once per week. Dumpsters are not permitted in condominium communities, on shared driveways, streets, or on association maintained property.
- 9.7 Community landscaped areas and sidewalks shall be protected during construction. The Master Association will repair any damage to the common area caused by any construction activity and will either back-charge the lot owner or will deduct the cost thereof from the construction/clean up deposit. For major remodels, the Master Association reserves the right to require screened fencing, which includes the use of a six foot chain link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.
- 9.8 If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
- 9.9 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the properties.
- 9.10 Contractors shall not bring or use alcohol or recreational drugs on site.
- 9.11 Contractors shall not bring dogs or other animals on site. Contractors shall only be allowed to bring onto the properties persons who are working with contractor on the construction project.

- 9.12 Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
- 9.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Master Association's Architectural Review Committee (ARC), if applicable.
- 9.14 At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
- 9.15 Contractors shall not play radios or other musical appliances so that the sound extends across the lot property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
- 9.16 Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the lot area. Materials may NOT be discharged into the storm drain).

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 10
GENERAL CORTANA CLUB RULES AND REGULATIONS**

- 10.1 The facilities are for the use of Residential Phase Owners who are in good standing and current with assessment dues. The use of facilities may be restricted by the Board of Directors for violation of the Master Association Rules or Governing Documents, delinquent assessments, or abuse of the recreational facilities or common areas.
- 10.2 The facilities may not be used for commercial purposes other than those endorsed by Master Association and events in which Master Association members may participate. The Declarant has the right to reserve and use the facilities at any time for marketing events during the time when Lots and condominiums are for sale by Declarant. Also, facility usage is approved free of charge for Master Association endorsed activities i.e., Master Association meetings, Master Association sponsored holiday parties.
- 10.3 Regularly scheduled events, specifically Master Association functions, have priority for reserving the facilities.
- 10.4 In accordance with the law of the State of California, no one under the age of twenty-one (21) shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at functions held at the facility, no minors are to be present without parental permission. The member renting the facility is responsible for all conduct of anyone consuming alcoholic beverages or on the premises while alcoholic beverages are being served, and shall ensure that no one under the age of twenty-one (21) is served or consumes alcohol.
- 10.5 The member renting the facility shall arrange for pick-ups and deliveries (if any) to be made the day of the event.
- 10.6 The member renting the facility shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to returning the key to the facility. Should any damage occur to the facility, including failure to adequately clean up the area used by the Member, the Master Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damage to the facility that results from the Member's reservation and/or use of the facility.
- 10.7 The member renting the facility hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises. Master Association sponsored events may charge admission or a use fee to recoup expenses.
- 10.8 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises. Master Association shall not be responsible for a Member's loss of use, even if reserved, due to a facility closure.
- 10.9 Every Member, by their use of any portion of the facilities, accepts the terms of this policy and by such use agrees to be bound thereby. Specifically, any Member utilizing any portion of the facilities acknowledge the inherent risks associated with use of the

facilities and release the Master Association from all claims and liabilities, including, but not limited to, loss or damage of personal property and injury or death, and further agree to defend, indemnify and hold harmless Master Association and/or its agents from all claims and liabilities including, but not limited to, loss or damage of personal property and injury or death, in connection with such use.

- 10.10 Reservation of any facility does not include the pool facilities. The pool, spa and wader may be used, but other homeowners and guests may not be excluded from the pool area. No tables, chairs, lights, heating equipment, candles, games, food or any other equipment or use may be made of the pool area by persons renting the clubhouse facility. Although guests may utilize the pool area for swimming or sitting, the pool area cannot be exclusively rented by persons renting the clubhouse. All equipment, tables, chairs, lights, and other party props must be placed and used solely within the clubhouse facility itself and not in the pool area. No unsafe or hazardous materials, no flammable or direct flame items may be used in the clubhouse.
- 10.11 An application for reservation of the facility must be made by a Member and the applicant must be present during the period the facility is in use under such reservation.
- 10.12 The facility may be reserved no less than fifteen (15) days in advance of the event.
- 10.13 Live music is allowed between 9 AM to 10 PM, if approved by the Master Association.
- 10.14 Please refer to the reservation application form and agreement for facility usage fees and deposits.
- 10.15 Smoking or vaping of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, and marijuana, is not allowed within the facilities or surrounding areas.
- 10.16 The use of profanity or engaging in fighting, reckless and/or boisterous or disruptive behavior is prohibited and users who engage in such behavior may be asked to leave.
- 10.17 Pets are not permitted. Service animals are permitted. Pet and service animal owners are responsible for removing and disposing of any excrement.
- 10.18 Hours of use are as posted.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 11
POOL/SPA/WADER RULES: RESIDENTIAL OWNERS**

11.1 Pool Facility Hours shall be as posted.

11.2 Reservations

- ❖ Individual homeowners may not reserve pool area facilities for exclusive use.

11.3 Pool Manager

- ❖ Any problems should be reported immediately to management.

11.4 General Pool Facility Rules

- 11.4.1 Owners are permitted to host no more than six guests in the pool area at any given time provided the resident sponsors and their guests are courteous of the neighbors and control noise.
- 11.4.2 Use the pool at your own risk. The Master Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. This also applies in the event that a pool monitor is staffed on the premises.
- 11.4.3 If Owner elects to rent or lease his/her dwelling unit and gives right of access to pool area facilities to Lessee, the Owner relinquishes his/her access rights.
- 11.4.4 Use of the pool facilities and common area is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
- 11.4.5 Conduct by an Owner or occupant which deprives any other Owner or occupant use of the pool/spa/wader or common property shall not be allowed.
- 11.4.6 Pool Furniture is available on first come, first serve basis and may not be taken out of the pool area for any reason at any time.
- 11.4.7 Owners are not permitted to bring additional furniture and/or equipment into the pool area.
- 11.4.8 Guests may make use of the swimming pool/wading pool only when accompanied by the resident host. Guests not accompanied by a resident host is a violation of these rules and any unaccompanied guest(s) may be requested to leave the premises.
- 11.4.9 All swimmers must shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed.) Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
- 11.4.10 **Swim diapers and plastic pants, specifically for pool use, must be worn in the pool by all users with incontinence issues and children who wear diapers.**

- 11.4.11 Any individual with a condition or disease which may be transmitted through pool water or open sores will not be permitted to use the pool facilities.
- 11.4.12 For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (hair clogs the drains).
- 11.4.13 The following rules shall apply:
- i. No running or "horse play" on pool deck.
 - ii. No "horse play" in the swimming pool/wading pool.
 - iii. No ball/Frisbee or object throwing.
 - iv. No gum in pool area.
 - v. No skateboards/bicycles/tricycles/skates/roller blades/scooters or the like inside fenced area.
 - vi. No toys in pool area.
 - vii. No glass bottles or other glass containers/objects inside fenced area.
 - viii. No pets or animals inside fenced area.
 - ix. No unduly loud or disturbing noise inside the fenced area.
 - x. No radios/playback sound devices without headsets inside the fenced area.
 - xi. No diving from benches, tables or other facility structures inside the fenced area.
 - xii. No rafts, inflatable toys, or diving rings during busy periods, which shall be at the discretion of the lifeguard (if staffed) or roving patrol. Lifejackets are always allowed.
 - xiii. No "boogie boards".
 - xiv. **No smoking.**
 - xv. No pool furniture in the pool.
 - xvi. Anyone urinating or defecating in the pool is subject to immediate removal from the pool and pool area and imposition of appropriate discipline, after notice and hearing, which may include suspension of privileges to use pool area facilities, monetary penalties and charging residents with all costs of draining and cleaning of pool. Residents are also subject to discipline, including but not limited to, imposition of fines, for such actions by themselves or their guests.
- 11.4.14 Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Master Association for losses related to the damage.
- 11.4.15 The "buddy system" is recommended to be used by all swimmers at all times. For safety no one should swim alone.
- 11.4.16 All gates must remain closed and locked at all times.
- 11.4.17 Any resident or resident's guest caught jumping the fence to any gated facility will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.
- 11.4.18 Violation of these rules may result in a verbal warning, time-out period, ejection for the day or suspension of privileges.

11.5 Wading Pool

- 11.5.1 The wading pool is intended for children 5 years of age and younger.
- 11.5.2 It is recommended that all children in the wading pool area be under the direct supervision of an adult at all times.
- 11.5.3 All general rules that apply to pool area facilities also apply to the wading area.

11.6 Spa

- 11.6.1 It is recommended that persons age 13 years old or under be accompanied by an adult.
- 11.6.2 It is recommended that children 5 years old or younger not use the spa at any time.

11.7 Common Amenities & Facilities

- 11.7.1 Any common amenities (i.e. barbecue) are available on a first come, first serve basis.
- 11.7.2 Residents are responsible for clean-up after use of the facilities.

MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 12
BOCCE BALL COURTS

12.1 Unless the bocce ball courts are reserved for use by a Residential Separate Interest Owner, they are available for use on a first come first serve basis during daylight hours.

12.2. When all other courts are in use and residents are waiting to play, use of a bocce ball court must be relinquished upon completion of the game.

12.3. Soft-soled shoes must be worn to play bocce. Golf shoes and shoes with leather soles are not permitted.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 13
DOG PARK**

1. Dog parks are for use by Residential Phase residents and their dogs. Hours of operation are 6:00 a.m. to dusk, or as otherwise posted. The dog park is closed on rainy days or when there is inclement weather.
2. If the park is designated for small or large breed dogs, only dogs within the applicable category are permitted therein.
3. Only activities common and customary for playing with, training and exercising dogs are allowed. No other uses, including other park uses and commercial uses, are allowed in a dog park.
4. A "potentially dangerous dog" or "vicious dog" as defined by the California Food and Agricultural Code, is not permitted in the common area, including the dog park.
5. Dogs must be properly licensed, inoculated, and free from disease or parasites. Female dogs in heat are not permitted in the dog park.
6. Dogs must be kept on a leash until inside the dog park. Dogs must be placed on a leash before taken outside of the dog park.
7. Dogs must be accompanied at all times by a person capable of controlling the dog, who must be in view of their dog(s) and have voice control at all times. Any one person may not be in charge of more than two (2) dogs at a time.
8. For their safety, it is recommended that small children not enter the enclosed dog park area.
9. Attendants of the dog must immediately remove excrement or other unsanitary condition caused by the dog.
10. Food is not permitted in the dog park. Bite-sized dog treats are permitted.
11. Those using the dog park assume all risks associated with such use. Users must immediately report any unsafe condition, hazard or damage of the dog park to management.
12. Each Owner shall be absolutely liable to each and all other Owners, their families, tenants, residents and guests for damages or injuries caused by the animals brought to the dog park, by the Owner, members of the Owner's family, or by the Owner's guests, tenants or invitees.
13. Each Owner who utilizes the dog park shall indemnify, defend and hold harmless the Master Association, its officers, directors, contractors, agents and employees from any claim brought by any person against the Master Association, its officers, directors, agents and employees for personal injuries or property damage caused by their animal arising from use of the dog park.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 14
CORTANA CLUB KEY FOBS RULES**

Key Fobs:

Key Fobs will be issued to all Residential Phase Owners upon submittal of the completed Homeowner Key Fob Information Form. Key Fobs will be issued to each full time resident and homeowner. Additional or lost Key Fobs will require a non-refundable fee prior to issuance.

Note: Key Fobs will not be issued to guests or family members who do not reside in a Residential Phase. Maximum of 4 key fobs will be issued per residence.

TENANTS OF PROPERTY OWNERS

Tenants must submit a copy of their signed lease, a signed letter from the homeowner or the Homeowner Key Fob Information Form signed by both the owner and tenant.

Owners will be held responsible for any violations or abuse of privileges by tenants.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 15
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

- 15.1 The Master Association will not become involved in neighbor to neighbor disputes unless the issue involves Master Association common property.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 16
STORM DRAIN WATER RUN-OFF POLICY**

- 16.1 Any fines assessed by a City, County or government agency that are assessed as result of acts by an Owner or their guest(s) will be passed along to the Owner in the form of a "Special Assessment" or "Enforcement Assessment".
- 16.2 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Master Association.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 17
INTERNAL DISPUTE RESOLUTION POLICY**

Pursuant to Civil Code § 5900, the purpose of the Internal Dispute Resolution (IDR) Policy is to provide a fair, reasonable and expeditious procedure for resolving a dispute between the Master Association and a Member involving the parties' rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code § 4000 *et seq*, under the Nonprofit Mutual Benefit Corporations Law contained in Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code, or under the governing documents of the Master Association.

- 17.1 (a) The Internal Dispute Resolution (IDR) process may be begun by either the Master Association or the Member (the "requesting party") requesting the same, in writing, and serving the other party (the "responding party") with a copy of the written request ("the Request") by certified mail. If the process is invoked by a Member, the Master Association shall participate. If the process is invoked by the Master Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

(b) If a Member is the responding party and agrees to participate in IDR, the Member shall return a written response ("the Response") accepting the Master Association's Request for IDR.

- 17.2 In response to a request for IDR, the Board shall appoint one or more board members (or other person(s) who is/are not a member of the Board) to be representatives of the Board, and set the parameters within which the Board's designated representative(s) may propose to resolve the dispute.

Within fifteen (15) days after the next regularly scheduled Board meeting following the Master Association's receipt of a Request for IDR, the Board shall inform the Member by first class mail, of the representative or representatives it has designated to represent the Master Association in the process, together with a proposed date, time and place for the Master Association's designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meeting within thirty (30) days following such designation.

- 17.3 The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Any discussions relating to an IDR are considered confidential settlement discussions. Should the Member decide to bring his/her/its attorney to the meet and confer or mediation, or if the Member is an attorney, the Member shall give the Master Association ten (10) business days' written notice of the same by fax, overnight mail or overnight delivery, so that the Master Association can arrange to have its attorney attend as well.
- 17.4 Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board's representative(s)

reach an agreement in principal regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the appropriate officer(s) shall sign the agreement, at which time the agreement shall become binding upon the Master Association and the Member. The agreement shall only become binding and enforceable upon the parties if such action is taken by the Board of Directors and it is not in conflict with the law or the Master Association's governing documents. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be returned to the Member within fifteen (15) days following the Board's execution of the agreement, and the original of the agreement shall be maintained in the Master Association's business records.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 18
ENFORCEMENT POLICY**

Discovery of Violation

- 18.1 Any violation that is an alleged violation of the Master Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- 18.2 In the event the Board of Directors determines a violation of the Master Association's governing documents exists, the Board would act as follows:
- 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
 - 2) Upon expiration of the cure date, if the violation still exists, the Owner will be asked to attend a hearing with the Board of Directors.
 - 3) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Master Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Enforcement Assessment; (c) temporarily suspend the voting rights attributable to the Owner's Lot or condominium; (d) temporarily suspend rights to use any common recreational amenities located on the Master Association; (e) enter upon a Lot or condominium to monitor and enforce compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
 - 4) If the decision is to pursue a monetary fine system, the Master Association's Fine Schedule will apply.
- 18.3 For more serious violations, which are within the sole discretion of the Board to decide, the matter may be immediately set for a hearing, and the matter may be referred to the Master Association's attorney for more immediate pursuit of appropriate legal action.

NOTE: A violation is defined as an act or failure to act, by a Member that, in the opinion of the Board of Directors, is in conflict with the CC&R's, Bylaws, Rules and Regulations and/or Architectural Guidelines of the Master Association.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 19
FINE SCHEDULE**

19.1 If the result of the hearing is a monetary fine, the following fine schedule will apply:

- a) For violations of time frames for completion of landscaping and landscape installation compliance, the homeowner may be assessed a \$200.00 fine following the first hearing, a \$400 fine following the second hearing, and a \$600 fine following every hearing thereafter.
- b) Violations for commencing construction without obtaining ARC approval, if required, or in violation of the Governing Documents, the Owner may be assessed a \$1,000.00 fine.
- c) For all other violations, other than damage to common area, a fine of \$100.00 may be assessed to the homeowner's account following the first hearing, and a \$250 fine may be assessed following each hearing thereafter.
- d) For intentional damage to common area, a fine of \$2,500.00 will be applied.

19.2 Any fines not paid may result in legal action in accordance with California law.

19.3 The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Master Association.

NOTE: Should a violation occur which imposes a financial obligation on the Master Association, the party responsible for said violation shall reimburse, by way of a Special Assessment, the Master Association for this financial obligation. If, for example, a party damages a fence, tree or any other Master Association Property, repair and replacement costs will be charged to that party.

**MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 21
PRIVACY POLICY**

- 21.1 California statute currently allows a member of an association to request and obtain a membership list, including members' names and addresses. **Unless you "opt out", then the Master Association may be required to release your personal contact information in response to such a request.**
- 21.2 **California Code of Civil Procedure Section 5220 allows a member to request to be removed from the membership list to prevent release of their private contact information to a member requesting the membership list.** In order to opt-out of the membership list, you must notify the Master Association **in writing**. By opting-out, you are notifying the Master Association that you prefer to be contacted via the alternative process described in Corporations Code Section 8330(c), which requires the Master Association to mail information directly to a member, rather than releasing that member's private contact information.
- 21.3 If you chose to opt-out of sharing your name, property address, and mailing address under the membership list, pursuant to Civil Code Section 5220, the opt-out designation shall remain in effect until changed by you, by written notification to the Master Association's Managing Agent.

MENIFEE TOWN CENTER MASTER ASSOCIATION
SECTION 22
EXTERIOR MODIFICATIONS

22.1 The following apply to all Owners of the Project, but does not apply to improvements installed by Declarant or a Parcel Developer:

22.1.1 All improvements installed or constructed by an Owner within the Project must be completed in accordance with applicable laws, regulations and ordinances. Non-Residential Parcel Owners must comply with architectural guidelines and obtain approval of the Architectural Review Committee prior to making any Alteration, as that term is defined in the CC&Rs.

22.1.2 Exterior Lighting. All proposed outdoor lighting systems in the Project shall be in conformance with the Dark Sky Ordinance [City of Menifee Ordinance No. 2009-24, Chapter 6.01 of the Menifee Municipal Code] and any other provisions of the City Municipal Code.

22.1.3. Antennae.

- a. All exterior communication equipment, such as; satellite dishes, radio antennae, television antennae and other transmitting or receiving devices must comply with the Master Declaration.
- b. Communications equipment should be located in less visible areas and shall not exceed the ridgeline of any roof and may not be attached to building walls or roof.
- c. For Residential Phase condominiums, satellite dishes are only permitted in the exclusive use areas.
- d. All cables must be painted to match the adjacent surface where visible on the exterior of the Separate Interest. For Residential Phase condominiums, penetrating the building exterior wall or roof is not permitted.

22.1.4 Solar Power or Heating Systems.

- a. Solar panels/mechanical devices associated with solar energy systems (collectively, "solar equipment") may be installed within the Project. For Residential Phase Condominium Owners, installation on common area components is limited to the roof of the building in which the owner applicant resides, or a garage or carport adjacent to the building that has been assigned to the owner for exclusive use.
- b. Solar equipment must comply with the following:
 - 1) Integrated into the roof design of the Residence and mounted parallel with the roof angle at the minimum vertical clearance from roofing material.
 - 2) Solar panels located on top of roofs must conform to all Fire Authority regulations. In addition, to maintain the aesthetics and integrity of the roof, the panels should be setback a minimum of three (3) feet from the ridge and one (1) foot from the outside perimeter and bottom of the roof.
 - 3) Solar panels are required to be placed and configured in a rectangular array.
 - 4) Frames must be colored to complement the roof, such as, bronze or black. White, silver, aluminum frames, etc. are not permitted.
 - 5) Support and ancillary solar equipment shall be enclosed and screened from view.

- 6) All solar equipment exposed to the exterior shall be located in a manner that minimizes visual impact.
- 7) Exposed elements including conduits shall be painted to match the adjacent building surface.
- c. In addition to providing the aesthetic specifications of solar equipment, Residential Phase Condominium Owners must be provide the following:
 - 1) A copy of owner's contract with the contractor who will install the solar equipment, which contract shall include provisions requiring the contractor to be licensed and insured, and provides a minimum ten (10) year installation warranty.
 - 2) A solar site survey showing the placement of the solar energy system prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems to determine usable solar roof area. The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof, garage, or carport and written certification or other written confirmation from a structural engineer licensed in California that the roof of the condominium building, garage or carport on which the solar equipment will be installed is capable of bearing the weight of the solar equipment (if installed in accordance with the Plans) without any adverse effect on the structure.

The survey shall ensure a fair allocation of usable solar space among multiple Residential Phase Condominium Owners because the roof space that is usable for a solar energy system, or multiple systems, will vary from building to building, depending on location and environmental factors. In this regard, an owner's equitable usable share of the roof, garage, or carport shall be limited to the percentage his/her unit represents among all other units in building (e.g. if there are 6 units in one building, then the solar site survey must identify 6 usable shares of the roof, garage, or carport space, each of which usable shares must provide approximately equal benefits in terms of solar energy efficiency and desirability).

3) Proof of written notification to the each owner of a unit in the building on which the installation will be located. The written notification shall be made by certified mail, mailed to the owner's mailing address(es) on record with the Master Association, and include a copy of the design and location of the solar energy system and a copy of the solar site survey of the equitable allocation of the usable solar roof area among all owners sharing the same roof, garage, or carport. The written notification shall include the following statement in bold: "Space and location for solar energy systems on the roof, garage or carport shared by owners of this building is limited and my proposed solar energy system may restrict availability of space and location for future solar energy systems." Proof of written notification must be made by providing the Master Association with (i) a copy of the written notification provided to the owners and (ii) copies of the certified mail receipts.

4) Failure to provide a solar site survey or failure to comply with the written notification requirement shall be deemed a violation of the Governing Documents

- d. Prior to installation the following is required:
 - 1) The owner must sign a covenant agreement, to be recorded against the owner's Separate Interest, which requires, among other things, that the owner and all

subsequent owners (i) are responsible for all costs for damage to the common area or other separate interests, including, but are not limited to, damage, destruction, or wear and tear to the roof arising from the installation, maintenance, repair, removal, or existence of the solar equipment; (ii) are responsible for all costs for the maintenance, repair and replacement of the solar equipment itself, and for restoration of the common area or any separate interest after its removal; (iii) must disclose to prospective buyers the existence of any solar energy system of the owner and the related responsibilities of the owner under the covenant agreement; (iv) must maintain a homeowner liability coverage policy and provide the Master Association with the corresponding certificate of insurance within 14 days of installation and annually thereafter; and (v) must indemnify the Master Association and owners of other units in the building for claims resulting from or arising in connection with the solar energy system.

Owner shall pay for legal fees of preparing and costs of recording the agreement.

- 2) The owner's installer must sign a license agreement which requires, among other things, the installer to (i) reimburse the Master Association for all costs for damage to the common area or other separate interests resulting from the installation, maintenance or other work related to the solar equipment, (ii) maintain general liability insurance in an amount of at least One Million Dollars (\$1,000,000.00) naming the Master Association as an additional insured; (iii) maintain workers' compensation insurance, including employer's liability at a minimum limit of One Million Dollars (\$1,000,000) for all persons whom it employs, in strict conformance with the requirements of the most current and applicable Workers' Compensation Laws in effect during the performance of any work related to the solar equipment, and (iv) indemnify the Master Association and owners of other Separate Interests in the building for claims resulting from or arising in connection with the solar energy system.
- e. Upon completion of installation, Owner shall provide Master Association with a duly licensed contractor's written certification that construction and installation of the solar equipment did not adversely affect either the structural integrity or weather barrier of the roof, garage or carport.

12.1.5 Separate Buildings. Storage Sheds and Other Outside Storage.

- 1) All items stored outside such as trash cans, recycling bins, compost containers, yard equipment, doghouses, personal items, toys, etc. are not permitted where visible from Master Association Property.
- 2) Prefabricated storage shed structures and green houses are permitted provided they do not exceed the height of the privacy wall.
- 3) No furniture, fixtures, appliances, equipment, play equipment, or other items not in active use shall be stored in a Separate Interest in such manner that such material is visible from neighboring property (based on visibility from finished floor or finished grade).

22.2 The following apply to Residential Phase Parcel Owners:

22.2.1 Outdoor Installations. No Person shall install any permanent outdoor improvements on a Parcel if the improvements are visible from other Parcels, or from public streets or the Master Association Property, without prior written approval of the Board. Examples of outdoor improvements that require prior Board approval include the following:

- (i) Modifications to the building exteriors including room additions, second-story additions or other cosmetic or structural changes in the architectural elements of the Residence;
- (ii) Permanently installed athletic equipment, including freestanding basketball standards and backboards attached to a Residence, may not be installed in a front yard or driveway. However, portable athletic equipment (such as movable basketball standards, soccer goals, hockey goals and skate ramps) may be used in yards or driveways, but when not in use they must be brought indoors or stored out of the view of public streets, other Parcels and Master Association Property;
- (iii) Sunshades, awnings or patio covers, if visible from Master Association Property, or streets;
- (iv) Accessory structures such as sheds, barns and casitas;
- (v) Paint or other surface finishes (unless the paint or finish used is the same as originally used by Declarant on the improvement);
- (vi) New or replacement doors, windows, and garage doors;
- (vii) Skylights;
- (viii) Exterior building lights (Not originally installed by the Parcel Developer)

The foregoing list is provided for guidance but it is not intended to be an exhaustive list.

22.2.2 Outdoor Barbecues and Kitchens:

- 1) Built-in barbecues and outdoor kitchens shall be located a minimum of two (2) feet clear of the rear or side yard perimeter wall.
- 2) Built-in barbecues and outdoor kitchens shall not exceed the height of the perimeter wall/fence.
- 3) All materials shall be consistent with the residential architecture and in scale with the size of the yard.
- 4) Barbecues and outdoor kitchens are not permitted in the front yard.

22.2.3 Outdoor Furniture and Potted Plants: Appropriately scaled outdoor furniture and container/potted plant materials with drainage saucers are permitted only in the porch, patio and balcony areas.

22.2.4 Windows. Owners may cover their windows with white sheets for up to three (3) months after close of escrow prior to installing permanent window coverings. Permanent window coverings must have either a white or cream color backing or may be white or light-colored natural wood shutters. All window coverings shall be of a uniform neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residence. No Owner shall be permitted to tint any windows in the Residence which are visible from the exterior of the Residence. No Owner or other resident of the Property may apply paint,

foil, film, or other reflective material to the glass portion of any window in the Residence. This Section shall not be interpreted to prohibit the installation of blinds, shutters, curtains and other similar window coverings.

- 22.2.5 Temporary Buildings/Dwellings. No tent, shack, shed, trailer, mobile home, modular building, storage building, shipping or storage container or similar movable building or shelter may be placed on any portion of the Project either temporarily or permanently. No garage, automobile, trailer, mobile home, camper, motor home, recreational vehicle or other vehicle may be used as a dwelling in any portion of the Project, either temporarily or permanently.
- 22.2.6 Driveway Extensions: The expansion or modification of driveways are not permitted in front yard maintenance areas.
- 22.2.7 Tree Setbacks: Trees must have a minimum of three feet of setback from the property line, and must include root barriers.
- 22.2.8 Security Doors: Security doors must be submitted to the Board for review. Finishes must match the exterior elevation of the residence.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE
SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS
INTERPRETATION ARE CONSTANTLY CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR
INVOLVEMENT IN THIS ASSOCIATION.**

MENIFEE TOWN CENTER MASTER ASSOCIATION ELECTION RULES

- 1 **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote (i) regarding matters specified in California Civil Code Section 5100(a), and (ii) any other matter unless the Association's Board of Directors has elected to conduct such vote or solicit such member approval for such other matter in accordance with California Corporations Code Section 7513, in which case the provisions of (A) Corporations Code Section 7513, (B) the Association's Bylaws, and (C) other applicable provisions of the California Corporations Code will apply to the exclusion of these Election Rules and Procedures. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et seq., and should be interpreted as such.
- 2 **Membership Voting:** Pursuant to the Master Association's governing documents, the Master Association has the following voting classes:
 - (a) **Class A Members.** Initially, the Class A Members shall be all Owners other than Declarant and Parcel Developers. Upon the conversion of the Class B Membership as provided below, Declarant and each Parcel Developers shall also become a Class A Member as to those Separate Interests which they own and are paying Assessments levied by the Master Association. The vote attributable to such Separate Interest shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) Class A Residential Phase vote be cast with respect to any Separate Interest, and seven (7) votes for each acre of a Separate Interest owned in a Non-Residential Phase.
 - (b) **Class B Members.** The Class B Members shall be Declarant and Parcel Developers. Except as provided in the Master Declaration, each Class B Member shall be entitled to three (3) votes for Separate Interest owned in a Residential Phase and seven (7) for each acre of a Separate Interest owned in a Non-Residential Phase, rounded to the nearest tenth. The Class B membership shall cease and shall be converted to Class A membership as outlined in the CC&R's.
 - (c) **Class C Member.** The Class C Member shall be the Declarant, without regard to whether Declarant is the Owner of a Separate Interest. The Class C Membership shall not be considered part of the voting power of the Master Association, and Declarant shall not be entitled to exercise any Class C vote except for the purpose of selecting those members of the Board which the Class C Member is entitled to select hereunder. The Class C Member shall be entitled to solely select a majority of the members of the Board as outlined in the Master Declaration.
- 3 **Record Date:** The Master Association Board may fix a record date for notice and voting in accordance with Corporations Code Section 7611 or as addressed in the Bylaws. In the absence of a specific resolution of the Board for any given election, the record date for determining the right of a Member to receive notice and to vote shall be the date that ballots are processed for mailing, and shall include all separate interests reflected in the Association

membership list as of such record date. Members may verify and update their individual information contained in the Association's records anytime up to five (5) business days before the date ballots are processed for mailing, and are encouraged to review their personal information by the deadline set for submitting nominations of candidates. The voter list shall include for each separate interest: (1) name; (2) voting power; (3) the separate interest address, parcel number or both; and (4) the mailing address, if different.

- 4 **Candidate Qualifications:** Candidates for the Master Association board of directors must be a person who is one of the following: (i) an Owner of a Separate Interest in the Project, (ii) an agent of an Owner of a Separate Interest in a Non-Residential Phase or (iii) an agent of Declarant or of a Parcel Developer, for so long as Declarant or such Parcel Developer holds an interest in any portion of the Property or the Annexable Property.

Subject to Civil Code §5105 and the above, all Candidates for the Board must meet the following qualifications:

- (a) The Candidate must be an Owner. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association.
- (b) The Candidate must be current in the payment of all regular and special assessments. For the purposes of these election rules, "current" means no regular or special assessment is past due by more than thirty (30) days, or such period of time as is specifically defined in the Association's collection policy.
- (c) The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director.
- (d) A Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage.

- 5 **Director Requirements and Qualifications:** If the voting power of Owners in all Residential Phases subject to assessment is greater than the voting power of Owners of Non-Residential Phases subject to assessment, then three (3) directors shall be elected solely by the Residential Phase Owners and two (2) directors shall be elected solely by the Non-Residential Owners. Likewise, if the voting power of Owners in all Non-Residential Phases subject to assessment is greater than the voting power of Owners of Residential Phases subject to assessment, then three (3) directors shall be elected solely by the Non-Residential Phase Owners and two (2) directors shall be elected solely by the Residential Owners.

The three (3) director positions (whether they are held by Residential or Non-Residential Owners) shall be referred to as the "Majority Directors" and the two (2) director positions shall be referred to as the "Minority Directors".

In addition, so long as Declarant's Class C membership is in effect, the Declarant shall elect three (3) of the five (5) directors (two (2) of whom shall be Majority Directors and one (1) of whom shall be a Minority Director) using its Class C membership and the Class A Members other than Declarant shall elect the remaining two (2) directors.

To remain qualified to serve on the Board of Directors, an Owner who has been elected to the Board of Directors must be current in the payment of all regular and special assessments. For purposes of these election rules, "current" means no regular or special assessment is past due by more than thirty (30) days.

- 6 **Nominations:** Nominations for election to the Board may be made from among those who meet the candidate qualifications in Section 3, herein.

Any Member may nominate themselves as a candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the ballot and in any associated ballot materials..

In the absence of a more specific appointment, the Board appoints a Nominating Committee consisting of the Board President and Secretary. The Nominating Committee shall accept into nomination for election to the Board those qualified candidates who submit a timely candidate statement.

- 7 **Candidate Materials:** Every Candidate and Member shall have equal access to the Master Association mailings, newsletters, and website during a campaign, if any access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.

7.1 **Content:** The Master Association shall not edit or redact any content from these messages, but may include a statement specifying that the Candidate or Member, and not the Master Association, is responsible for the content of any published statement.

7.2 **Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Master Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of more restrictive limitations adopted by the Board for any particular matter, each Candidate and/or Member should be limited to no more than 200 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Master Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

- 8 **Availability of Meeting Space:** Access to common area meeting space, shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Master Association may meet the requirements of this section by hosting a "Meet the Candidates Night", or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.

- 9 **Proxies:** Every member entitled to cast a vote at a meeting of the members shall be entitled to vote either in person, or by proxy. In order to be valid, proxies must satisfy the requirements of California Civil Code Section 5130, the California Corporations Code, and the Bylaws. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irrevocable.

- 10 **Ballots:** A ballot shall be distributed to every Member reflected in the Master Association membership list as of the Record Date. A replacement ballot will be provided upon request to anyone who was a Member as of the Record Date. The Master Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot submitted by a person with general power of attorney for a Member, if valid and returned before polls close, shall be counted by the Master Association.

The voting period shall start when ballots are distributed and shall close when the ballots are counted. The polls shall close for any Member vote as specified in the ballot materials or as otherwise determined by the Inspector of Election at any Member meeting.

In the absence of a more specific determination by the Inspector(s) of Election, the Master Association's management company shall be designated as the location for the return and receipt of ballots.

- 11 **Inspector(s) of Election:** Prior to the presentation of any issue to the members for a membership vote, the Master Association shall appoint one (1) or three (3) Inspector of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

The Inspector may be any person or entity other than: (1) a Director; (2) a Candidate; (3) a Director's relations; or (4) a Candidate's relations. The appointed Inspector of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector(s) of Election.

The inspector of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector of election deems appropriate, provided that the persons satisfy the eligibility requirements for service as an inspector of election.

In the absence of a more specific determination by the Inspector(s) of Election, the Association's management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies) for a period of three (3) years following any election.

An Inspector(s) of Election shall perform all duties impartially, in good faith, to the best of the Inspector of Election's ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

- 12 **Meeting Conduct:** Any inspection of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Member may observe the count, but shall stand at least five feet away from the Inspector(s). No person may harass, cajole or otherwise interfere with the Inspector(s) of Elections while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. Any person violating this Section may be asked by the Inspector of Elections to leave the meeting to prevent further disruption.