

## **RENTAL RESTRICTIONS DISCLOSURE**

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**In 2011, the California Senate passed SB 150 which amends Civil Code §4740. Rent Restrictions.**

(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the owner acquired title to his or her separate interest.

(b) Notwithstanding the provisions of this section, an owner of a separate interest in a common interest development may expressly consent to be subject to a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee, or tenant.

(c) For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the owner of all or part of the separate interest meets at least one of the following conditions:

- (1) Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.
- (2) Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

(d) Prior to renting or leasing his or her separate interest as provided by this section, an owner shall provide the association verification of the date the owner acquired title to the separate interest and the name and contact information of the prospective tenant or the prospective tenant's representative.

(e) Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

(f) This section shall apply only to a provision in a governing document or a provision in an amendment to a governing document that becomes effective on or after January 1, 2012.

**MISSION MARTINIQUE  
HOMEOWNERS  
RULES & REGULATIONS**

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MISSION MARTINIQUE HOMEOWNERS ASSOCIATION  
UPDATED: MARCH 2015**

**GENERAL RULES AND REGULATIONS**

**Introduction**

The General Rules and Regulations contained herein have been established through committee and through resolution of the Board of Directors as authorized by the Bylaws. Article IX.

**Compliance with these regulations is mandatory in order to prevent deterioration of living conditions and loss of property values within the project. Owners should provide a copy of these rules to their tenants as owners will be held responsible for their tenant's actions.**

1. Every homeowner has the responsibility to bring infractions of these rules and regulations to the attention of the Board of Directors. Anyone not abiding by these rules may face corrective action by the Board of Directors.
2. The Management Company, acting as an agent of Mission Homeowners Association, is authorized by the Board of Directors to require compliance of all rules and regulations, Bylaws, and the Declaration of Covenants, Conditions and Restrictions (CC&R's) by each owner/resident of Mission Homeowners Association.

Effective enforce depends upon all homeowners. If you see an infraction, please report in writing all pertinent information to a member of the Board of Directors or the Management Company.

3. Owner will be notified in writing, by the Board of Directors or the Management Company, of any alleged violation and will be given the opportunity to:
  - a. Take corrective action within ten (10) days of receipt of notification by the Board of Directors or the Management Company and/or;
  - b. To appear before the Board of Directors to show cause why a penalty is not in order.
4. If there is no reply or appeal, and the violation stands, the Board may assess a fine per violation plus any actual costs incurred by the Association. The Association will take any legal steps necessary to collect fines, including legal fees.

The Bylaws provide that unpaid assessments constitute a lien against the unit involved and that this lien may be enforced by the Board through foreclosure proceedings. This provision will be implemented when necessary for the collection of any past due accounts. The cost of processing lien documents will be added to the amount owed in each case.

## **Delivery and Policy Changes**

Delivery of this manual to the last known owner of each unit shall constitute proper notice of the regulations contained herein for enforcement purposes. Changes to this manual will be disseminated to homeowners through the Association's newsletter.

## **General Rules**

1. Each unit shall be used as a single family residence and for no other purpose. Based on Occupancy Standards established by the City of Santee.
2. No owner shall permit any part of the project to be used for commercial or related purposes.
3. No owner shall do anything which shall increase the rates of insurance, or result in cancellation of insurance relative to the project or any portion thereof.
4. No owner shall deposit any waste or debris in the common areas, or do anything in, about or in connection with the project which would be in violation of any statute, law, ordinance or governmental rule and regulation.
5. No obnoxious or offensive activity shall be conducted on the project, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other residents.
6. No aerial, antennas, or dish shall be erected on or placed upon the common area or any dwelling or portion thereof without prior approval of the Board.
7. No person's toys are to be left in the common area (such as the pool area). Playing within the streets of the community, bicycle riding, skateboarding, rollerblading, riding of scooters electronic or manually powered are not permitted at anytime in the landscape, sidewalks, walls, stairs, curbs, parking lot or within the pool area.
8. At no time should a homeowner personally contact a service company without prior approval, by the Board or Management Company. The Association will not be responsible for any service company charges resulting from such a contact.
9. No homeowner/resident or guest shall permit anything that will interfere with the rights, comfort, safety, and convenience of other residents.
10. Owners/residents are responsible for the conduct of their own guests, including any property damage and conformance to the rules and regulations.
11. No owner/resident shall have the right to paint, decorate, remodel, landscape, or adorn any part or parcel of the common area except as allowed by the Board of Directors.

12. Owners/residents are required to maintain a clean and neat driveway area. This includes the removal of unsightly oil/rust or other stains that may cause damage to the driveway. Cracks in the driveway must be reported to the Association for repairs to avoid further damage.
13. No tent, shack, trailer, or outbuilding shall at any time be erected on any common area either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any common area.
14. No boat, camper, recreational vehicle, trailer, van, moped, motorcycle or motor vehicle of any type shall be stored in any common area.
15. No garage shall be converted to any use which prevents the storage of one standard automobile therein and no garage shall be used for living purposes or for the housing of pets or storage of items which may cause unsafe and/or unsanitary conditions.
16. All trash shall be properly stored within the residential unit and disposed of in designated trash bins provided by the Association.
17. All homeowners within the community and new homeowners within 45 days of occupying a unit, all windows must be covered appropriately, with solid white, off-white, tan or beige colored blinds, shades or appropriately fitting curtains visible from the exterior of the unit.
18. All owners/residents are to maintain their balconies and patios for the good appearance of the complex. They are not to be used for storage.

#### **Common Area Parking and Traffic**

1. Each homeowner has one garage and one assigned parking space.
2. Owner/Resident parking in visitor spaces is **STRICTLY PROHIBITED**.
3. Only one vehicle may be parked in a space.
4. No vehicle may be parked in any visitor parking space for more than 24 hours.
5. Visitor parking is limited to five (5) times per month, **per vehicle**, in any visitor parking space, between the hours of 10:00 pm-7:00 am. The vehicle count will reset to "zero" on the first day of every month.
6. Any vehicle parked in any visitor parking space for more than five (5) times per month will be ticketed with a final warning on the fifth day and towed on the sixth day at the owner's expense.

7. Parking along curbs is permitted only for loading and unloading purposes. The maximum time allotted is 15 minutes per occurrence and flashers must be left on in your vehicle to avoid any unnecessary towing.
8. FIRE LANES are to be kept clear at all times (with the exception of the above rule).
9. All vehicles are prohibited from parking in any manner that partially blocks a garage (tandem garages excluded) or street.
10. No automobile or other equipment may be dismantled, repaired or serviced on common areas.
11. Car washing is permitted provided the resident is conscientious of water use and equipment and does not block any other residents.
12. The speed limit is 5 m.p.h. in the complex.
13. No person shall park any heavy duty commercial vehicle more than three (3) hours in the complex, except as follows:
  - a. When loading and unloading property in addition to the three-hour period when necessary to complete the work.
  - b. When required for longer than three (3) hours to complete the necessary performance of a service.For the purpose of this section, "Heavy-duty Commercial Vehicle" means a single vehicle or combination of vehicles having more than two axles, a single vehicle or combination of vehicles twenty (20) feet or more in length, or a single vehicle or combination of vehicles with six (6) feet, eight (8) inches or more width and includes but not limited to dump trucks, moving vans, tractors, pole or pipe dollies, house trailers or trailers.
14. Driving on the wrong side of the road is **STRICTLY PROHIBITED**.
15. Assigned parking spaces and/or garages may not be subleased.
16. Homeowners are responsible for seeing that their guests have parked legally and are not in violation of the aforementioned visitor parking rules.
17. Any vehicle illegally parked or presenting a safety or health hazard can and will be towed away at the owner's expense without notice and subject to a citation, fines or both. Note: If a vehicle is illegally parked within your designated parking space or blocking access to your garage door, it is your right as a homeowner to have the vehicle towed from your property. For contact information, please contact the management company.
18. If you require extended parking accommodations under extraordinary circumstances, please contact the Management Company to request a parking exemption.

## **Architectural Committee**

1. All proposed changes to the exterior surfaces of buildings and grounds must have prior written submission to the appropriate Architectural or Landscape Committee and written consent from the Board of Directors. Request forms are available by calling the Architectural Committee chairperson or Management Company.
2. In order to ensure consistent, fair and impartial review of all homeowner's requests, the following general parameters will be used to measure compliance with the Rules and Regulations.
  - a. Exterior changes must not reduce any other homeowner's privacy, use and/or enjoyment of his unit.
  - b. Changes must maintain the uniformity of the general architectural flavor, styling, and design off the project. This includes ensuring that compatible materials are used; the ideal materials being those identical with existing materials.
  - c. The plans will provide for the work to be competently and professionally completed. This work can be done by the homeowner if of professional quality.
  - d. Building permits from the City of Santee will be required when applicable. Proof of permits must be presented to the Architectural Committee.
  - e. All improvements and maintenance of said improvements to units are the responsibility of the owner.
3. Any changes made prior to approval will be subject to a fine and may require removal at the owner's expense.
4. A homeowner may appeal the Architectural Control Committee's decision, in writing or in person, to the Board of Directors.
5. No building, fence, wall, balcony, screen, patio cover, hot tub, improvement, alteration or structure of any kind shall be commenced until the same has been approved in writing by the Board of Directors. Plan must show the specification, location or purposed change, and paint/stain to be used.
6. Any repainting or re-staining of the unit must match the original color scheme. Any proposed changes to the original color scheme must be approved by the Board of Directors. Failure to do so will subject the owner to a fine and/or repainting at the owner's expense.
7. The grade, level or drainage characteristics of common area shall not be altered without the prior written consent of the Board of Directors.

8. Homeowners are required to provide proof of and maintain supplemental liability insurance upon installation of a spa, hot tub, or similar object.
9. The following specifications are for standardized replacement windows:
  - a. Approved windows are Thermastar 10 Series windows by Pella or Milgard.
  - b. Owners of blue & white units must purchase windows with *white* frames.
  - c. Owners of brown & tan units must purchase windows with *almond* frames.
  - d. Windows must be installed by a licensed and insured contractor. The Board may require proof of license and insurance for all other contractors at its discretion.
  - e. Any bad wood (dry rot, termite damage, etc) discovered at time of installation is the individual homeowner's responsibility to repair.
  - f. All windows and garage doors, when installed, must meet all or any applicable UBC requirements.
  - g. An Architectural Improvement Application must be submitted and approved by the Architectural Committee or the Board of Directors **PRIOR** to installation.

### **Landscape**

1. No one may block, hamper, or change direction of existing drainage from personal yards.
2. All landscaping of the common areas and slopes is subject to maintenance by the landscape contractor who works at Board and Landscape Committee direction. He is not required to take instruction from individual residents.
3. All requests for common area landscape alterations require approval of the Board for Directors.
4. No trees, hedges or other plant materials shall be located or allowed to reach a size or height which will interfere with the view from any lot.
5. The maximum height for any shrub, bush, or tree located within the boundary of an exclusive right to use patio or balcony has been set at ten (10) feet. The measurement of the "plant" is taken from the floor of the patio or balcony.

### **Patio, Balcony & Stairways**

1. Hanging attachments shall be limited to plants and decorative sculptures of less than ten (10) pounds dry weight and no larger than ten (10) inches in diameter.
2. Hanging items are limited to window chimes, windsocks and plants. Attachments must be located only within a homeowner's exclusive use area. Attachments must be kept neat and in good repair.



3. Hanging items may be secured to wooden surfaces. Homeowners incur responsibility to repair/return structure/surface to original condition upon removal of attachment.
4. All planters and attachments must be so located and secured so as not to create any unsafe or hazardous condition or potential liability. All potted plants are to be in secured pots with saucers underneath to protect the integrity of the building's surface. Homeowner agrees to responsibility of liability for all planters and hanging attachments.
5. Bushes, trees, vines and plants must stay in the homeowner's own patio or balcony fence lines. No overhang is permitted.
6. Vines may only be grown on trellises and may not grow on fences, buildings, etc. Trellises shall not extend above the fence or balcony walls.
7. Rugs, drapes, or other articles shall not be draped or hung on balconies, patios, railings, or patio fences, etc. No external antennas or wiring is permitted. No exterior clotheslines shall be erected or maintained.
8. Patios or balconies are not to be used for storage. Nothing unsightly that can be seen from the ground street level, or from another unit will be permitted, i.e. refrigerators, unused lumber, mattresses, etc.

### **Pet Rules**

1. Each resident shall be permitted to have one (1) usual and ordinary household pet. Any additional pets must be approved by the Board of Directors.
2. Dogs must be walked on a leash at all times. No animals are allowed to roam freely in the common area.
3. Any litter deposited by dogs and cats on lawns, sidewalks, slopes or other common areas, or the confines of any owner's patio, must be removed immediately by the owner of the animal involved. Owners/residents must carry pickup waste containers when walking animals.
4. Patio areas and decks are not to be used as toilet areas for pets. They must be kept free of all pet waste to prevent building material deterioration, odors and health hazards.
5. Barking dogs, howling cats, or noisy birds constitute a nuisance. Pet owners are to ensure that their pets do not disturb other residents with excessive noise. It is the pet owner's responsibility to control their pets at all times.
6. Pet owners shall be responsible for any bodily injury or property damage caused by their pets.
7. The following is a compilation of what the American Veterinary Medical Association, the CDC, and the Humane Society of the United States consider the top ten most

aggressive dogs and though not prohibited, ownership of such breeds is discouraged for safety reasons:

- Pit Bull (or any variation of this breed)
- Rottweiler
- German Shepherd
- Husky
- Alaskan Malamute
- Doberman Pinscher
- Chow Chow
- Presa Canario
- Boxer
- Dalmation

8. All owners/tenants must register their dog(s) with the Management Company by completing & signing the Dog Registration Form and Pet Waiver.

### **Pool Area Rules**

1. Residents and guests should follow all rules posted in the pool area.
2. All persons using the pool do so at their own risk.
3. Guests are permitted only when accompanied by tenants.
4. Admittance to the pool area is by key only. Please be sure the gate is locked after entering and leaving. The gate must not be propped open. Climbing, kicking and jumping on the gate or fencing is prohibited. Objects such as bicycles, skateboards, etc must be kept away from the pool entranceway for safety reasons and to keep from interfering with the normal operation of the pool gate.
5. Persons under fourteen (14) must be supervised by a parent or person eighteen (18) years of age or older.
6. Do not use life saving equipment in or about the pool area except in an emergency. These are not play items and need to be maintained for everyone's safety.
7. Pool-side furniture owned by the Association must not be removed from the pool area.
8. Appropriate swimwear only.
9. All lotions should be showered off before entering the pool.
10. Large group parties (10 or more guests) must be approved in advance by the Board of Directors. Submit requests to the Property Management at least 1 week in advance of the party.

11. Glassware and/or food are prohibited.
12. No running, horseplay or excessive noise or jumping from walls.
13. Only inflatable-type pool toys are to be permitted in and around the pool area as long as these toys do not interfere with the rights of others. No bikes, skateboards, boogie boards, etc are allowed in the pool area.
14. In order to help maintain a clean pool and to avoid damage to the filtering system, it will be everyone's responsibility to keep the pool free from items such as disposable diapers, Styrofoam products, etc.
15. The pool hours are daily from 8:00 AM to 10:00 PM.
16. At **NO TIME, FOR ANY REASON** are pets **EVER** allowed in the pool area.

### **Books and Records**

The books, records, and papers of the Association shall be in the possession of the Custodian at all times. They shall be subject to inspection by a member, his representative or the holder of a first mortgage of any Lot under the following conditions:

1. The inspection shall be at the office of the Custodian; and
  - a. The present custodian shall be Professional HOA Consultants, and,
  - b. Arrangements for inspection must be made at least one working day in advance, during normal working hours; and at a convenient time for both the custodian and the person requesting to view the records.
2. Payment for copies must be made in advance to the Custodian; and,
  - a. The present cost is established at \$.15 per page; and,
  - b. The cost per page can be changed by action of the Board.
3. Records and papers are not to leave the possession of the Custodian except by action of the Board of Directors or by direct Court Order with jurisdiction in our area.

### **Board of Directors**

No Board member shall serve more than two (2) consecutive terms at the same position on the Board.

All Rules and Regulations have been agreed upon and approved by the Board of Directors for Mission Condos Homeowners Association.