

Martinique Community Association

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April 25, 2017

Dear Member(s),

A rule change was proposed at the April 24, 2017 open meeting of the Board of Directors. The proposed change is set forth here.

Current Rule:

Article VI, Sec. B.2 of the Rules and Regulations states:

"Parking in guest spaces is limited to seventy-two (72) hours. No vehicle may be dismantled, repaired or serviced in the Project, except Owners may perform emergency repairs only as may be necessary to move the vehicle. Emergency repairs shall not include ordinary maintenance such as oil changing etc.


Proposed Rule:

Article VI, Sec. B.2 of the Rules and Regulations would state:

"Parking in guest spaces is limited to seventy-two (72) hours or as posted otherwise. No vehicle may be dismantled, repaired or serviced in the Project, except Owners may perform emergency repairs only as may be necessary to move the vehicle. Emergency repairs shall not include ordinary maintenance such as oil changing etc.

Per California Civil Code 4360, a rule change cannot be adopted until the members have had a minimum of thirty (30) days' notice. A decision on the proposed rule change will be made at an open board meeting as part of the posted agenda at which consideration will be given to comments made by association members. If you prefer you may send your comments about the proposed rule change to the community manager at gmorris@prescottmgt.com. If the change is adopted the Board will send notice of the adopted rule change to all members.

Best Regards,



Gregory Morris, CMCA
Vice-president North County
Coastal Division
The Prescott Companies

MARTINQUE
COMMUNITY ASSOCIATION

Rules and Regulations

MARTINIQUE COMMUNITY ASSOCIATION

PREFACE

These Rules and Regulations have been developed to help maintain the property value of the entire Project. The people who compiled these Rules are your neighbors; "the Association" is you and your neighbors. You are encouraged to participate in the Association by running for a seat on the Board of Directors, or by volunteering to serve on a committee.

If you would like to contribute to these Rules your comments and suggestions will be enthusiastically accepted. These Rules may change as often as annually to stay current with new laws and to continue to reflect the desires of the Owners and the personality of Martinique.

These Rules are based on the Covenants, Conditions, and Restrictions (CC&Rs) and are limitations in the same sense that the CC&Rs are limitations. However, these Rules (and the CC&Rs) benefit the community by preserving a certain degree of uniformity and are a reason that many Owners choose to live in a community association. Because of these Rules you can be assured that your neighborhood will be maintained to very high standards which will protect the value of your home. Martinique is an excellent example of an effective community association, and will continue to be as long as effective Rules are maintained and observed by everyone.

Please read these Rules carefully and be sure your family, Guests and Tenants understand these Rules fully. If you have questions or if you do not have a copy of any of the Governing Documents, please contact the Property Manager . *Thank you for your cooperation.*

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I. DEFINITIONS

A. Architectural Improvement Request ("AIR") Form

This is the form that must be submitted to the Association when Owners want to make any structural repairs to their units. It is also required for repairs or maintenance of Exclusive Use Common Areas. AIR forms are available from the Property Manager.

B. ARCHITECTURAL REVIEW COMMITTEE

This is a committee set up by the Board to review plans submitted by an Owner (i.e., to review AIR forms). If there is no Architectural Review Committee (ARC) established then the Board of Directors reviews all plans.

C. ASSOCIATION

This is the corporation set up to manage the Project—Martinique. The primary responsibility of the Association is to preserve the property value of the Project. The Association is also required to enforce the Governing Documents.

D. BOARD OF DIRECTORS

The Board of Directors is the governing body of the Association; it consists of five (5) volunteers. The Board sets the policies and procedures for how the Project operates, and interprets and enforces the Governing Documents. Board members are elected at each annual meeting.

E. BYLAWS

This is the document that contains the primary set of guidelines that the Association (the corporation) is required to follow to conduct business, including rules about Board and Members meeting, qualifications for Board members, etc.

F. COMMON AREA

The Common Area is everything in the Project except the individual units. The Association has the responsibility and authority to control and assure maintenance of the Common Area, this includes Exclusive Use Common Area.

G. CONDOMINIUM

This is each Owner's entire interest in the Project. It includes the Living Unit, the right to use the Exclusive Use Common Areas that go with the Living Unit, and the non-exclusive right to use the general Common Areas.

H. CC&Rs

(Declaration of Covenants, Conditions & Restrictions)

This is the document that contains the primary set of guidelines that governs the Project, including use restrictions and payment of assessments.

I. Directors

The individual members of the Board of Directors. The law requires the Board to act as a single unit, voting on all matters. Therefore, no Director has any individual authority.

J. Exclusive Use Common Area

This is the part of the Common Area that is designated solely for the use of one Owner. The fact that it is ~~Exclusive Use Common Area~~ means that only one Owner has the right to use it, but it is still Common Area which means it is within the Association's responsibility and authority to control and maintain.

K. Governing Documents

The group of documents that contain the guidelines for operation of the Project. The group includes the CC&Rs and Bylaws, as well as the Articles of Incorporation, the Condominium Plan and these Rules and Regulations.

L. Guests

Anyone who is in the Project but who is not a Resident (including Owners, if the Owner has rented or leased his or her home).

M. Member/Owner

In a community association these terms mean the same thing; every Owner of a home is a Member of the Association. The sole qualification to be a Member is to own a home in the Project. Only Owners have the right to vote, and only Owners are obligated to pay assessments.

N. Property Manager

The Property Management company acts on behalf of the Board of Directors to help carry on the day to day activities of the Association.

O. PROJECT

This is the general term used to refer to the entire complex, including the Common Area and all of the homes.

P. RESIDENT

The people who actually live in the Project are the Residents, regardless of whether they own their unit.

Q. RULES AND REGULATIONS

The Rules adopted by the Association which interpret and supplement the Governing Documents.

R. TENANT

Residents of the Project who are renting or leasing a unit.

S. Balcony and Patio

The Balcony is the open area on the second floor, and is Exclusive Use Common Area.

The Patio is the open area on the first floor, and is Exclusive Use Common Area.

T. Second Floor Landing

The landing at the entrance to the second floor units. The landing is Common Area and is maintained by the Association.

II. THE ASSOCIATION

The Association is a California non-profit, mutual benefit corporation. Most California associations are set up as this type of corporation for easy operation, and because of the tax advantages of non-profit status. The corporate form also provides a variety of legal protections, which are important since Martinique consists of literally several million dollars worth of assets. Instead of "shareholders" this type of corporation has "Members"; the only way to become a Member is to own a unit in the Project.

A. WHAT THE ASSOCIATION CAN AND CANNOT DO

The Association generally can do what is necessary to protect, preserve and enhance the Project. This includes making Rules, interpreting and enforcing the Governing Documents, and collecting assessments. It also includes the activities normally associated with most businesses such as developing a budget to pay for services such as landscaping, maintenance, management, legal advice, accounting and tax preparation, etc.

Most of the activities of the Association are decided by the Board of Directors; very few decisions require a vote of the Owners. Once elected, the Board has wide authority to make decisions on behalf of all of the Owners in the Project. Therefore, it is *very* important for all Owners to attend annual elections and VOTE! It is equally important for all Owners to provide input to the individual, volunteer Owners serving on the Board.

The Association cannot become involved in issues that do not affect the Project in general. Unlike a landlord, for example, the Association has no authority to resolve disputes between individual Owners or to act in a representative capacity for individual Owners. The Association is also prohibited from engaging in any political activity at the risk of losing its non-profit status.

B. THE BOARD OF DIRECTORS

The Board of Directors consists of five (5) Directors who are elected by the Members. Directors are volunteers. Once elected to the Board the Directors decides who will serve in the Officer positions; President, Vice President, (sometimes 1st and 2nd Vice President), Secretary, and Treasurer (also called the Chief Financial Officer or "CFO"). Each of these positions has certain duties associated with it, but they are not strictly hierarchical. Unlike a typical business setting the President does not direct the duties of the Vice President, for example. Instead, the positions identify tasks that each person is responsible to carry out.

C. COMMITTEES

The Board of Directors has the ability to establish both temporary and permanent committees. Committees make recommendations to the Board, but technically the Board is legally required to make the final decision.

Anyone can participate on a committee, and you are encouraged to volunteer to do so or to suggest that a committee be set up for a particular purpose, such as a newsletter committee. Committees are an excellent way for Owners who may not have time to devote to being a Director to participate in the Association.

D. Annual Calendar

The projected annual calendar is set forth, below. However, please confirm the exact times and dates by calling the Property Manager.

Annual Meeting of Members: Month of April

Notice of the date, time and location of Annual Meetings of Members will be mailed to all Owners, along with a proxy and complete instructions. It is imperative that Owners either attend in person or submit their proxy.

Board Meetings:

The first Tuesday of every other month. The meetings are held poolside in the summer and in the fitness room in the winter months. The agenda is posted at least 3 days before the meeting on the enclosed bulletin boards and in the fitness and laundry rooms and elsewhere.

At each meeting of the Board, the Directors discuss all new business, as well as regularly scheduled administrative matters.

III. COMMUNICATION

Most disputes in homeowners associations result from a lack of communication. Martinique wants to avoid this problem. Here are some suggestions.

A. Owner Initiative

It is extremely important for every Owner to take the initiative to find out what is going on in the Project, and to provide comments to the Board. Except in rare instances when a vote of Owners is necessary the Association is not required to notify Owners about all of the decisions made by the Board, and cannot afford the time and expense to do so. Therefore, please take time to find out what is happening so you can participate and avoid being surprised! It is your obligation to take the initiative to become informed; the volunteers serving on the Board have very limited ability to "make you" informed.

If you have an issue, concern, or *compliment*, for the Association to consider *please write it down and mail it to the Property Manager.*

B. Attending Meetings

1. Board Meetings

Virtually everything that happens in the Project is discussed and decided at the Board meetings. If you attend Board meetings, you will know what is going on and what is going to happen next. The tentative Board meeting schedule appears above, but Residents should call the Property Manager for the exact time and location. Residents can also request an agenda or minutes of meetings (there may be a small fee for photocopies). All Board meetings include "open time" for Residents to discuss concerns.

2. Annual Meeting of Members

Once a year the Association conducts the annual meeting of Members. This is not a Board meeting, it is a meeting of the *Members*. The primary purpose of the annual meeting of Members is to elect Directors. However, it is also an excellent opportunity to contribute and discuss ideas. Owners receive notice of the meeting time and date, in the mail.

It is important to note that the Association is required by law to have a quorum of Members—at least 50% of the Owners present at the annual meeting; either physically present, which is preferable, or Owners must have sent in a proxy form (the Property Manager sends proxy forms to all Owners, with instructions). If less than 50% of the Owners attend, then the meeting has to be re-scheduled which is very expensive. Remember, the Association's only source of funds for this expense is *assessment payments!* Please attend the annual meeting, or send in your proxy form!

C. INFORMATION PROVIDED TO OWNERS

All associations such as Martinique are required to provide a variety of information to Owners, annually. This information includes a budget and financial statements; the amount of the monthly assessments; the amount of any special assessment, (special assessments are unusual); information about the Association's insurance policies; information about alternative dispute resolution; a statement of the assessment collection policy; the name and address of the Property Manager; the names of the individual Directors, and a variety of other information designed to keep all Owners fully informed. The Association may also send out other information at various times during the year.

D. INFORMATION AVAILABLE

The Association's records are maintained by the Property Manager and generally can be examined any time during regular business hours, by appointment. There are exceptions for documents that may be sensitive because of litigation, or that may involve a privacy issue. The best way to get information, however, is to attend Board meetings and the annual meeting.

IV IMPROVEMENTS & MAINTENANCE BY OWNERS

A. Improvements

A primary feature of a community association such as Martinique is that the ability of Owners to make improvements is limited, and carefully regulated. The reason is that the value of each home in the Project is highly dependent upon the relatively uniform appearance of the entire Project. Thus, please strictly observe the guidelines regarding improvements.

Most improvements Residents make are to the inside of a home, which generally do not require the approval of the Association. There are certain exceptions, however, including window coverings visible from the outside—which must be a neutral color, and alterations that might affect the structural integrity of the building. Outdoor improvements are generally limited to potted plants.

The goal of the Association's guidelines is to establish fair, consistent policies for all Owners. In addition to these Rules you should be thoroughly familiar with Article V of the CC&Rs, beginning with Section 19, on page 24, which addresses architectural improvements (as well as Article VI, page 29 which describes Owners' maintenance requirements). Please make it your policy to contact the Association *before* you begin any work to avoid the expense of having to remove improvements after you have purchased and installed them.

B. MAINTENANCE

The entire Association and all of the Owners will benefit from a community approach to maintenance. If you see trash please pick it up and throw it away—even if it does not belong to you. If you see a broken sprinkler head or some other issue in the Common Area please take a moment to contact the Property Manager. One of the advantages to a community association is that Owners can work together to maximize property values for everyone.

All Owners are required to maintain the items set forth in Article VI, Section 1, page 29 of the CC&Rs, including glass doors and windows, all appliances, all interior surfaces, plumbing, electrical and heating services, cable television equipment and connections, etc. servicing the Owners' home. Each Owner shall also be responsible for the maintenance and repair of patios, balconies, and storage areas, (Exclusive Use Common Area) and shall do so by first filing a Architectural Improvement Request (AIR). Since it would be impossible to address every contingency the Association will evaluate each situation on a case-by-case basis.

Please keep your property in a neat and orderly condition at all times.

C. SUBMITTING PLANS FOR IMPROVEMENTS OR MAINTENANCE (THE AIR)

Before you begin any improvement or maintenance of Exclusive Use Common Area, you must submit an Architectural Improvement Request ("AIR") form to the Association. Improvements or maintenance for which approval is required but that are installed without the prior written approval of the Association, must be removed at the Owner's expense. AIR forms must include detailed information about the location, nature, kind, shape, size, and appearance of the intended improvements or maintenance.

To expedite processing your request please submit three (3) complete sets of plans and specifications to the Property Manager. In some instances Owners may be required to pay costs incurred by the Association to have a consultant review your plans. Please note that it may take as long as sixty (60) days for the Architectural Review Committee (ARC) to complete their review process. It is the sole responsibility of each Owner to ensure that architectural changes are consistent with all applicable laws, building code requirements, etc. The Association's approval is not a substitute for any other applicable requirement.

D. BALCONIES AND PATIOS

Balconies and patios are Exclusive Use Common Area. Owners have the exclusive right to use these areas; however, your use must be consistent with these Rules and with the CC&Rs. While balconies and patios are maintained by the Owner, you are responsible to submit AIR's to the Association for approval before proceeding with maintenance (more than ordinary cleaning) or improvements.

The second floor balcony surface is a composite of materials to assure waterproofing of the supporting wood structure ; therefore, in order to maintain the integrity of the surface , re-coating of any kind must receive prior approval by the Association. In addition, because of the pliable nature of the surface , potted plants should be limited to 20 pounds in weight and rotated periodically.

Carpet, rugs, and other floor covering are not permitted on the balcony and patio areas. These items retain moisture and cause damage to the surface.

E. POTTED PLANTS AND FLOWERS

Residents are permitted to decorate their Exclusive Use Common Area with potted plants and flowers based on Association guidelines. Residents must remove any plants and/or flowers that are inconsistent with these guidelines.

As a general rule nothing should be placed on, or attached to any part of the building. Therefore, while it is acceptable to put pots with protective trays on the floor or to use plant stands, for example, placing pots on the walls or hanging plants on railings is not permitted. The following guidelines have been adopted by the Association to permit all Owners to beautify their homes with plants and flowers, and at the same time to preserve the uniform appearance of the Project and to protect the Common Area components.

1. POTTED PLANTS IN PATIO AND BALCONY AREAS

- a. Hanging plants are not permitted.
- b. Potted plants must have a plastic tray between the pot and the floor to prevent water damage and staining. Clay, wood and other non-water proof trays are not permitted unless a plastic tray is also used.
- c. Vines and other types of plants that adhere to the wall, railings, or any other portion of the structure is not permitted.
- d. Plants in the patios and balconies must not exceed a maximum total height of six feet (6'). Plants on balconies must not exceed 20 pounds and should be rotated periodically.
- e. No part of any plant or other decoration in the patios or balconies may extend beyond the edge of the patio enclosure
- f. Owners may not hang window boxes, any pot, plant, or other decoration of any kind from the patio or balcony railings.
- g. Owners may not place window boxes, any pot, plant, or other decoration of any kind on the patio or balcony walls.

2. POTTED PLANTS IN FRONT DOOR AREAS - FIRST FLOOR UNITS

- a. No potted plants or other decorations may be placed close to the front door, or anywhere near the stairs.
- b. Plants in the front door area must not exceed a total height of (5') feet.
- c. No part of any plants or other decorations may extend into the walkway area more than six inches
- d. Plants or other decorations may not be hung or placed on railings or enclosures.
- e. The Association may restrict the total number of potted plants on a case by case basis, based upon restricted access.

3. POTTED PLANTS IN FRONT DOOR AREA - SECOND FLOOR UNITS

- a. The Association is responsible for the repair and maintenance of these landings. The surface is a pliable composite of materials used to assure waterproofing of the supporting wood structure ; therefore, in order to maintain the integrity of the surface, Owners are responsible for damage due to Owners negligence.
- b. No potted plants or other decorations may be placed close to the front door, or anywhere near the stair. No plants are to be placed on the stair.
- c. Plants in the front door area must not exceed a total height of (5') feet or a weight of 20 pounds and should be rotated periodically.
- d. Plants or other decorations may not be hung or placed on railings.
- e. The Association may restrict the total number of potted plants on a case by case basis, based upon restricted access.
- f. No covering of any kind is permitted on the landing. The covering will have a deleterious effect upon the special coating.

F. ADDITIONS OR ATTACHMENTS

Owners may not make any addition or change, or attach anything to the outside of any part of any building or structure. There are only a few, very limited exceptions to this rule. One exception involves exterior changes for physically challenged individuals who need special accommodations, such as for wheelchair access.

Screen doors are not permitted.

Owners are permitted to install temporary holiday decorations consistent with the holiday decorations policy in the "General Rules" section of these Rules.

G. PAINTING

Owners may paint the inside of their home at the Owners' discretion. Owners may not paint any portion of the outside of the building, or any part of the Common Area. Owners may paint the walls of the balconies or patios, but must file an Architectural Improvement Report, before proceeding. (See IV.C. above .)

H. GLASS WINDOWS AND DOORS

Owners are responsible for all glass doors and windows. If the glass in a window in your home breaks you are required to repair it at your expense. You are also responsible for sliding glass doors, including the door itself.

I. PARKING SPACES

Parking spaces must be used to park non-commercial vehicles, only. The Association will resurface and re-stripe parking spaces from time to time. However, Owners are responsible for oil and other stains as well as excessive wear and tear.

V. PETS AND ANIMALS

For most people, their pets are part of their family. This policy is a reflection of the importance of pets, while it is also an attempt to balance the concerns of the Association and all of the Owners. Residents who are disturbed by any animal are urged to contact the pet owner to resolve the matter.

Issues involving pets that affect the Association should be reported to the Board of Directors by contacting the Property Manager. *The Association reserves the right to expel or control any pet which becomes a nuisance.* The Association also reserves the right to require pet insurance as a condition to permitting any pet within the Project.

The CC&Rs for Martinique specifically permits pets in Article V, section 2, page 21. In addition, the following guidelines apply to all pets.

1. Any animal that creates excessive or disruptive noises such as dogs barking (San Diego Municipal Code Section 59.50502c1 and 59.50502c2) during late night and early morning hours or continually, must be removed from the Association. *Note: Special collars are available to prevent excessive barking. These collars are available through most veterinarians.*
2. No animals, livestock, reptiles, insects, poultry, or other animals of any kind shall be kept in any unit except that usual and ordinary domestic pets, including dogs, cats, fish, and birds inside cages may be kept as household pets within any unit provided that they are not kept, bred, or raised for commercial purposes or in unreasonable quantities or sizes.

3. All dogs kept within the Project shall have a current license and name tag attached to their collar at all times when in the Common Area. Loose, unattended animals may be reported to the County for pickup.
4. Any droppings deposited by pets in the Common Areas must be removed immediately. (San Diego Municipal Code Section 44.0300, 44.0304.1)
5. Any damage whatsoever caused by an animal must be repaired and/or replaced at the expense of the animal owner, including, but is not limited to plant damage, stucco staining, claw marks, etc. Please do not allow animals to urinate or defecate on Common Area plants.
6. Dogs or other pets are generally not allowed on any Common Area property except to enter and exit the Project. No animals may be tied to trees, stakes, or any building , or left unattended at any time.
7. Animals must be kept within an enclosure or on a leash held by a person capable of controlling the animal at all times. (San Diego Municipal Code Section 44.0319). No structure for the housing or confinement of any animal shall be maintained so as to be visible from neighboring property or from any part of the Common Area.
8. Owners are responsible and liable for any injury or damage caused by their pets. If the pet owner is a Tenant, the Owner of the home may be held liable for injury and damage.
9. To reduce the threat that domestic cats pose to native bird and reptile populations, cat owners are requested to put a collar with a bell on cats that are permitted outdoors.

VI VEHICLES AND PARKING

Parking is an important issue in virtually all community associations. While Owners will always have a place to park at least one car, Guests' cars and other vehicles must be accommodated. The Association has made every effort to balance the needs of all Owners in adopting the following policy.

A. Passenger Vehicles and Traffic

1. The California Vehicle Code is applicable in its entirety to all vehicles, streets, driveways, and parking areas in the Project. Violation of any Vehicle Code section shall be considered a violation of these Rules.
2. Pedestrians *always* have the right of way. Please yield to pedestrians, children at play, etc.
3. The maximum speed limit in the Project is 10 MPH.
4. No motor homes, travel trailers, camper vans, boats, buses or vans designed for 8 or more people, commercial-type vehicles, aircraft, or any vehicle or vehicular equipment deemed inconsistent with these Rules by the Association shall be parked, stored or kept within the Project unless specifically authorized by the Board of Directors.
5. Careless or reckless operation of any vehicle in the Project is prohibited. Individuals who are responsible for damage resulting from the operation of any vehicle must fully reimburse the party suffering the damage, including reimbursement to the Association for any damage to the Common Area.
6. Dirt bikes or similar vehicles may not be operated anywhere in the Project. Vehicles that are unusually loud must be operated at low Rpm's.

B. Parking Spaces

1. Owners and Tenants must use their reserved parking spaces. Please avoid using the Guest parking spaces .

- 2* Parking in guest spaces is limited to seventy-two (72) hours.
~~No vehicle may be dismantled, repaired or serviced in the Project, except Owners may perform emergency repairs only as may be necessary to move the vehicle. Emergency repairs shall not include ordinary maintenance such as oil changing, etc.~~
3. Parking spaces are for parking motorized vehicles designed and used for non-commercial passenger transportation such as automobiles, passenger vans, two-wheel motorcycles, and pick-up trucks not used for storage or for commercial purposes. Bicycles may not be stored in parking spaces.
4. No vehicle shall be parked in a manner which blocks the approach to any unit within the Project, or which blocks or obstructs any part of any sidewalk or any other vehicle.
- 5* Any vehicle wrongfully parked in any reserved parking space is subject to being towed at the Owner's expense.
- 6* Vehicles shall only be parked on paved parking areas. Any vehicle parked partially or entirely on any non-paved surface, in an unauthorized or non-designated location may be towed without notice, at the Owner's expense.

C. Commercial Vehicles

Commercial vehicles are prohibited in the Project. Exceptions are made for commercial vehicles while they are conducting business in the Project. Description of commercial vehicles will fit one or more of the following categories: oversized vehicle; modified for a commercial purpose; apparent use of the vehicle, ie, carrying equipment or materials; outward features, ie, ladder racks, winch, etc. Since it is difficult to describe all types of commercial vehicles, the Association will make that determination.

D. Towing

Only rarely will the Association be required to tow a vehicle from the Project. If towing becomes necessary a vehicle may be towed if any *one* of the following circumstances exists:

1. The vehicle is parked in a fire lane or within 15 feet of a fire hydrant.
2. The vehicle is occupying two or more parking spaces.
3. The vehicle is parked in a space for individuals with disabilities, without proper authority.
4. The vehicle is parked in a way that interferes with any entrance to, or exit from the Project, any parking space occupied by another vehicle, any separate interest, or which impedes the normal flow of traffic.
5. The vehicle has been issued a notice of parking violation, and at least ninety-six (96) hours have elapsed since the notice was issued.
6. The vehicle:
 - a. lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely; *and*,
 - b. 24 hours has elapsed since the City Police or County Sheriff have been notified.

VII. COMMON AREA

The Common Area and Common Area Facilities are primarily for the use and enjoyment of the Residents. The use of the Common Area by Guests is a privilege. Residents are responsible to insure that their Guests abide by these Rules and for any damage or misconduct attributable to their Tenants and Guests. Guests must be accompanied by a Resident when using the facilities.

If an Owner has moved away from the Project and has leased or rented his or her home, the Tenant, not the Owner has the right to use the Common Area facilities. Owners transfer all rights to use of the Common Area when their homes are occupied by Tenants. Non-Resident Owners must be accompanied by a Resident at all times when using the Common Area.

Please observe the following guidelines whenever you are using the common Area, and above all please be thoughtful and considerate of others.

A. Pool and Spa

1. Pool and spa hours are 7 a.m. to 10:00 p.m., every day.
Quiet hours are between 7:00 a.m. and 9:00 a.m., and between 9:00 p.m. and 11:00 p.m. During this time noise levels must be kept to an absolute minimum. Children under the age of 14 are not permitted in the pool area during quiet hours.
2. The pool gates must be kept closed and locked at all times.
3. Trash must be deposited in the waste containers provided.
4. No glass or food is permitted within the pool or spa area.
5. Towels, clothing and other items must be removed from the pool/spa area.
6. The use of inflatable toys or sports equipment is not permitted in the spa. Styrofoam is not permitted in the pool or spa.
7. Animals are not allowed in the pool or spa areas at any time.
8. Lifesaving equipment is for emergency use only. Do not use it as a toy.
9. Suntan lotion must be wiped off before entering the pool or spa.
10. Diving is not permitted.
11. Unsafe or offensive conduct is prohibited, including running, pushing, cannon-balling, splashing or boisterous behaviors in the pool or spa.
12. Radio volumes and voices should be kept at a minimum level, and must be confined to your personal area only so as to not disturb others.
13. The Association does not provide any kind of lifeguard or supervisory service. Anyone using the recreational facilities shall do so at their own risk and responsibility.
14. Usual and customary swimming attire is required. Cut-offs or ordinary clothing is not permitted in the pool or spa.
15. Individuals and groups must NOT occupy the pools or spa or adjoining areas to the effective exclusion of others.
16. Because of the danger it presents to the equipment, hair pins or clips and other small items are prohibited in the pools or spa.
17. It is the responsibility of each resident to ensure that children under the age of 14 are under the direct supervision of a responsible adult (18 years of age or older) at all times while in the pool and spa areas.
18. In accordance with applicable laws, unsupervised use of the spa by children under the age of 14 is prohibited. In addition, children under the age of 14 should not use a pool without an adult in attendance.
19. Persons with serious cuts and/or wounds or any contagious disease are not permitted in the pools or spa.
20. Adjustment of any control regulating the pool or spa, lights or other common service is strictly prohibited.
21. Pool or spa maintenance crew have the authority to request that the pool and spa be temporarily vacated until cleaning is completed.
22. Absolutely no foreign substances such as bubble bath, soap, beer, etc., may be added to the pool or spa.
23. Throwing non-floating items, such as rock, marbles, coins, etc. into the pool or spa is prohibited.

WARNING: Time in the spa in excess of fifteen (15) minutes

could be hazardous to your health.

B. Laundry Room

Laundry facilities are provided for the use of Residents, only. Please use the machines properly; do not overload, over-soap, etc. Please help keep the laundry facility clean! Pets are not permitted.

Hours: Sunday - Thursday: 7:00 am - 10:00 pm

Friday - Saturday: 7:00 am - 11:00 pm

Please turn off lights before leaving.

C. Fitness Room and Sauna

Use of these facilities can create a health hazard. Residents use these facilities at their own risk. Food and glass containers are not permitted. Dropping or banging weights is not permitted. Sauna equipment and lights must be turned off after use. Pets are not permitted.

Hours: Sunday - Thursday: 7:00 am - 10:00 pm

Friday - Saturday: 7:00 am - 11:00 pm

Please turn off lights before leaving.

VIII. ANTENNA AND SATELLITE DISHES

Owners are generally not permitted to install antenna anywhere in the Project. This restriction generally does not apply to cable for cable television, except that the cable cannot be attached to the outside of any building or structure without prior written approval from the Association.

The CC&Rs for Martinique specifically prohibit antenna. However, a law was enacted in 1996, after the CC&Rs were recorded, that permits satellite dishes under certain conditions. Therefore, because the law has changed, in this particular case these Rules override the provisions of the CC&Rs.

You must obtain written approval from the Association prior to the installation of any satellite dish. In order to obtain approval, all satellite dishes must comply with the following reasonable restrictions. These restrictions are designed to prevent damage to the Project, but will not significantly increase the cost of the antenna system, or significantly decrease its efficiency or performance.

1. Owners must submit an application to the Association requesting permission to install a satellite dish, and must receive written approval before installing a satellite dish.
2. The satellite dish must have a diameter or diagonal measure of 39 inches, or smaller.
3. The satellite dish must be installed in such a manner that the Common Area is not damaged in any way.
4. The satellite dish must be installed so as not to be readily visible from other homes, or from the Common Area.
5. The plans for installation of the satellite dish must include the exact method of installation, including mounting and wiring diagrams.
6. The satellite dish must be installed by a contractor licensed by the State of California.
7. Owners must inform the Association of the date and time of installation.
8. The Owner installing the satellite dish must agree in writing to indemnify the Association for any damage to the Common Area.
9. The Owner installing the satellite dish must remove the satellite dish upon sale or other transfer of the home and fully restore the Common Area to its original condition, unless the subsequent Owner agrees in writing to indemnify the Association.

IX. NOISE AND NUISANCES

Noise and other nuisances such as cooking fumes or smoke, occur in every community. Owners are encouraged to be tolerant of occasional noise and other minor disruptions and to be sensitive to the fact that everyone in the Project lives in relatively close proximity to their neighbors.

The Association has only limited authority involving disputes between two or more Owners. The Association has no authority to attempt to force an Owner to do, or not do something. *The Association cannot act as a landlord would act.* The Association will respond to any issue that it determines to be a specific violation of the CC&Rs. The Board of Directors will independently evaluate each situation to determine whether the conduct in question is within the Association's area of authority.

Following a few simple guidelines will greatly enhance the living environment at Martinique for all Owners:

1. Notify your neighbors before you have a party, picnic, or barbecue that may involve music or loud talking/voices.
2. Observe "quiet hours" between 10:00 p.m. and 8:00 a.m. Sunday through Thursday, and between 11:00 p.m. and 9:00 a.m. Friday and Saturday.
3. Explain to your children that when they are playing they must be careful not to disturb other Residents.
4. Be respectful and courteous of your neighbor's reasonable requests regarding noise and nuisances.
5. Do not cause any significant odors to emanate from any part of the Project.
6. Do not use or attach to your home any horns, sirens, bells, whistles, bright lights, or other devices that may disturb your neighbors (except security devices).

X. GENERAL RULES

The Association falls under the jurisdiction of the City of San Diego. All local ordinances, State and Federal laws are applicable at all times in the Association. Any violation these ordinance, regulations, codes, or laws shall be considered a violation of these Rules.

A. Car Washing

The CC&Rs for Martinique prohibit car washing within the Project. There are a variety of reasons for this regulation, including strict enforcement by the City of environmental protection laws (soaps and other chemicals may not be released into storm drains), as well as increased erosion of the paved surfaces in the project, and restrictions on the use of Common Area water.

B. Clotheslines

No clothing, rugs or other articles may be hung, dried or aired in any portion of the Project, including the interior of any home if visible from other homes, or the Common Area. In addition, please do not shake rugs, towels, etc. from balconies, patios or windows.

C. Common Area

Bicycles, skateboards, tricycles, roller skates, in-line skates and other items with wheels are not permitted on sidewalks, in the pool area, or in any landscaped area. Owners are responsible for any damage to the Common Area caused by themselves, members of their families, their Guests, Tenants, pets, etc.

D. Drainage

The damage that can be caused by improper drainage, or a lack of adequate drainage, is dramatic. Your balcony and patio areas have drainage at either corner; do NOT obstruct these drainage pipes in any way.

E. Holiday Decorations

The following holiday decorations policy has been created in order to maintain the high value of all of the homes in the Project, and to insure the safety of all the homes and Owners. Please help keep the Association safe and beautiful by following these guidelines.

1. The acceptable time-frame for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than 15 days prior to the day of the holiday, and must be removed within 5 days after the holiday.
2. No part of any structure, (stucco, wood, metal, drywall, etc.) may be penetrated, punctured or damaged in any way—including by the use of hooks or nails. There are a variety of alternatives to install holiday decorations. For example, front door wreaths can be hung from the peep hole with a small wire. Please use alternatives such as this, which will not damage or alter the buildings in any way.
3. All holiday lighting must have a “UL” or comparable rating. Outdoor lights must be designed for outdoor use.
4. Lights and other decorations must be installed with tape or plastic clips that will not damage the mounting surface.
5. Please do not place holiday decorations on plants in the Common Area.
6. Please make every effort to insure that holiday lights do not disturb other Residents. Any disturbance caused by lighting or other decorations must be immediately rectified.
7. In an effort to avoid costly repairs which must be paid for by the Association, the Association may inspect holiday decorations both at the time they are installed, as well as after they are removed.

F. Insurance

The Association complies with the comprehensive notice requirements set forth by California law regarding the Association’s insurance policies. All owners are notified at least annually regarding the Association’s insurance.

The Association purchases insurance based upon the advice of a professional insurance representative who is experienced with community associations. The Association’s insurance does *not* cover individual Owners, or any individual Owner’s property. Therefore, it is imperative that each Owner contact their own insurance agent to obtain individual coverage. If your agent or broker requires information about the Association’s insurance that you do not have, please contact the Property Manager.

Owners must not do or keep anything that may increase the Association’s insurance premiums, or which would result in cancellation of the Association’s insurance policies.

G. Renting and/or Leasing

If you decide to rent or lease your home, you must comply with the following:

1. Homes may be rented or leased for residential use only.
2. The *entire* home must be rented or leased. That is, Owners cannot reserve or rent the use of the parking space, for example, or rent individual rooms.
3. A rental agreement or lease is required, which is:
 - a. In writing.
 - b. For a term of at least thirty (30) days.
 - c. Subject to all of the provisions of the Governing Documents.
 - d. Specifically states that a violation of the Governing Documents constitutes a violation of the lease.
4. All Owners must provide their tenants with a copy of the Governing Documents, including these Rules.
5. Owners are responsible for the actions and behavior of their Tenants, and Owners are financially liable for damage to the Common Area, and for violations of these Rules.

6. Owners are responsible for the proper maintenance of their homes.
7. No home may be divided or conveyed upon any form of time increment basis (commonly referred to as "time sharing").
8. The right to use the Common Area is transferred to the Tenant with any rental or lease agreement. As the Resident of the Project, the Tenant has the right to use the Common Area, not the Owner. Absentee Owners may use the Common Area only as a Guest of a Resident, and must be accompanied by the Resident at all times.

A rental addendum is included in the Appendices to these Rules.

H. Residential Use Only

Each unit in the Project shall be used for single family, residential purposes only. *Conducting a business of any kind on the premises is prohibited.* However, to the extent that you conduct limited business activities from your home by use of a phone, telecopier, and/or personal computer for example, *which does not involve any business traffic or other visible business activities of any kind*, such use is deemed to be consistent with normal residential use.

I. Signs and Flags

No sign, notice, flyer, poster, billboard, or other similar item may be posted on the mailboxes, on any lamp post, or anywhere else in the Association without the prior written approval of the Association. The enclosed bulletin boards in the Association are not for use by individual Residents. Signs and flags are prohibited anywhere in the Project, with two exceptions.

1. Owners may display one United States flag, that is a reasonable size in relationship to the area where the flag is displayed. Please do not attached a flag pole or other receptacle to the outside of the building.
2. Owners may display one ordinary "For Sale/Rent" sign so long as the sign is not displayed in the Common Area. The sign must be displayed from inside of the home (such as inside of a window)

J. Solicitation

Solicitation of any kind in the Project is prohibited. Please do not solicit your neighbors, or any Resident of the Project. Please report any solicitation to the Security company.

K. Storage

Storage is not permitted, except inside your home, and items in patio and balcony areas that are not visible from the common area. Nothing may be stored or kept in front door areas or in any parking space.

L. Trash Collection

The Association provides trash containers ("dumpsters") in four enclosures for use by all Residents. Please keep these areas neat and clean at all times, and follow these guidelines:

1. ALL trash must be placed *inside* the dumpster. Do *not* leave any trash or debris outside, near, around, or on the dumpster. There are two dumpsters in each enclosure. Please walk the extra step to fill the back dumpster if the front one is full.
2. Paper products are re-cycled in two locations in trash containers so marked.
Break down boxes, containers and other large paper product items, before placing them inside the dumpster.
3. Items that are too large to fit inside the dumpster *must* be disposed of elsewhere by the Resident. Please do NOT leave these items around or near the dumpsters.
4. Dumping motor oil, or any other hazardous or flammable material, liquid, or substance is strictly forbidden.
5. Dumpster doors must be kept closed at all times.

XI. ASSESSMENTS, PAYMENTS & COLLECTION

Assessment payments are the life-blood of any community association. The Association simply cannot protect the value of the Owners' property unless it has funds to maintain the Project. *The only source of funds for the Association is the monthly assessment paid by Owners.* If assessment payments are not made, the Association cannot function.

The assessments that you pay are essentially held in trust to maintain the Project *on your behalf.* Use of the funds is primarily regulated by law. Basically, the Association is required to evaluate the Common Area items it is required to maintain and set aside money for each item in a "reserve" account. The Association has a professional, licensed consultant who reviews the reserves and recommends adjustments for inflation and other changes in costs.

Since failure to pay assessments by any Owner affects every other Owner in the Project, the Association has adopted a *strict* policy regarding assessment collection. If you fail to pay your assessments your home may be sold in a foreclosure sale. Also, you can be sued personally, and your assets and wages can be attached to satisfy the debt. Delinquent Owners will be required to pay all costs of collection, including attorney fees.

DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS As Required by Civil Code Section 1365

The following statement describes the Association's policies and practices in enforcing lien rights and other penalties for default in assessment payments.

1. All regular assessments are due and payable in advance in equal monthly installments. Regular assessments shall be due and payable on the first day of each calendar month. Special assessments are due on the date specified by the Board.

THE ASSOCIATION WILL SEND WRITTEN NOTICE WHEN ASSESSMENTS ARE DUE.

IF YOU DO NOT RECEIVE NOTICE FOR ANY REASON,

YOU ARE STILL RESPONSIBLE TO MAKE YOUR ASSESSMENT PAYMENT!

2. Regular and special assessments are delinquent if not paid on the date that they are due. If they are not paid within fifteen (15) days after the due date, the Association will impose a late fee of \$10.
3. If assessment payments are not made within thirty (30) days after they have become due the Association may impose interest charges on the outstanding assessment payments at the rate of up to 1% per month.
4. The Association will refer all past due assessments to its attorney for collection. Collection activity may include sending a warning letter, filing of a lien against the delinquent Owner's property, and conducting a foreclosure sale to recover the past due assessments. The Association may also file a lawsuit against the Owner who is personally obligated to pay the delinquent assessment, and may collect the past due assessments by attaching wages, bank accounts, and other assets.
5. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled by law (Civil Code section 1366©) and by the CC&Rs to recover the amount in default, as well as late charges, interest, and reasonable costs of collection, including attorney fees. Fees and costs incurred, which are in addition to the outstanding assessments, will not be waived.

IT IS THE ASSOCIATION'S STRICT POLICY
TO RECOVER ALL COSTS OF COLLECTION FROM THE DELINQUENT OWNER.

6. Payments received on delinquent assessments will be applied to the Owner's account by the balance-forward payment method; in reverse order so that the oldest arrearages are retired first. Thus, an Owner's failure to pay interest or late charges on delinquent assessments will result in continued delinquencies. If an Owner disputes any late charge or other charge, the disputed items should be identified in writing by the Owner.
7. Owners may request a certificate setting forth the amount of any due assessments with respect to his or her property. This certificate will be conclusive proof of its contents to anyone who relies on it. The Association may charge a reasonable fee for this certificate.

If you have any questions regarding this policy, or if you anticipate any difficulty paying your assessments, you should contact the Board of Directors by calling the Property Manager.

XIII. ENFORCEMENT OF RULES

One of the primary functions of the Association is to insure that its policies and procedures are observed by all Owners. The objective of enforcement is to preserve the value of the Project, as well as to insure that Owners are treated fairly, and that everyone knows what to expect. Owners are encouraged to report any violations, particularly involving any architectural issue.

In the unusual instance when a violation of the Rules cannot be resolved easily, the Association has adopted a strict policy of uniform, consistent enforcement. Since violation enforcement is a cost that is borne by all of the Owners in the Project, the Association will make every effort to recover the costs of enforcement from the Owner involved, including attorney fees.

To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among Owners.

If you are thought to be in violation of the Rules of the Association, the Board of Directors will send you a courtesy notice notifying you of the violation, and asking you to correct the problem. **Please respond in writing to this letter with seven (7) days** by writing to the Association to explain the situation. In almost all cases the process will end at this point.

If you do not correct the violation promptly or respond to explain the situation after receiving written notice, the Board of Directors will send a second letter—by certified mail, asking again that you correct the violation.

If the issue is not resolved within ten (10) days of the second written notice, you will receive a notice from the Association stating that the matter has been turned over to the Association's attorney. Once referred to the Association's legal counsel there will be attorney's fees of at least one hundred dollars (\$100), which you may be required to pay.

For any activity or condition which the Association considers to be a threat to the health or safety of other Residents the Association may take immediate action, and then give notice of the violation. Penalties may also be imposed, including fines and suspension of voting rights. In non-emergency situations the following procedural safeguards will be utilized as applicable, before penalties are to be levied by the Association.

1. You will receive written notice of the violation and applicable discipline at least 15 days before disciplinary action is taken, either by personal delivery or by first-class or registered mail. Notice by mail will be sent to your address that appears on the books of the Association (where assessment notices are sent).

2. Before disciplinary action is taken, you will be given the right to be heard on the matter unless an immediate safety issue is involved. That is, you have the right to discuss the matter with the Board of Directors, which may be done telephonically. ~~Or, you may submit a written statement to be considered by the Board.~~ You have the right to be heard at least five (5) days before any disciplinary action may be taken.
3. Following notice and the opportunity for a hearing, the Board will vote to determine whether disciplinary action should be taken. The Board will vote on the issue even if you fail to attend the hearing and fail to submit a written statement.

Alternative Dispute Resolution

In the rare instance that it becomes necessary, the Association or any Owner has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&Rs, as well as these Rules. However, according to California law most disputes between Owners and the Association involving the Governing Documents must be submitted to alternative dispute resolution (such as mediation or arbitration), before a lawsuit may be filed. The Association distributes notice of the requirements for alternative dispute resolution, annually. The losing party may be required to pay attorney fees as well as other costs.

WARNING

Parking Violation

Your vehicle is illegally or improperly parked on private property in Martinique Community Association. This property is subject to the California Vehicle Code and the Association's Governing Documents. Parking restrictions include, but are not limited to the following:

1. Owner's vehicles may be parked in designated areas, only.
2. Guests must park in guest parking spaces.
3. Inoperable vehicles may not be parked in the Association.

Your vehicle has been cited because: _____

Vehicles in violation of any provision of the California Vehicle Code or the Association's Rules will be towed at the Owners' risk and expense without further notice. Thank you for your cooperation.

Martinique Community Association

Cut Here—Retain Lower Portion for Association/Towing Records

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License No: _____ Time: _____ AM /
PM

Date: _____ Location: _____

Violation: _____

--

License No: _____ Time: _____ AM /
PM

Date: _____ Location: _____

Violation: _____

Martinique Community Association

5966 La Place Court, Suite 170
Carlsbad, CA 92008

Phone: 760-634-4700
Fax: 760-634-4759

TENANT REGISTRATION FORM

All tenants **must** be registered with the Association *prior to move-in* and must be provided with copies of the Rules and Regulations, by either the owner or owner's agent.

Date this form is completed: _____

Address of leased/rented unit: _____

Owner's Name: _____ Signature(s): _____

Lessee's/Renter's Name: _____ Signature(s): _____

Lessee's/Renter's Name: _____ Signature(s): _____

Lessee's/Renter's Home Telephones: _____

Work Telephone: _____

Make(s) and license #(s) of all vehicles(s): _____

Date Rules and Regulations received and read: _____

Other documents read: _____

Dates/length of rental agreement or lease: _____

Return this completed form to: *Martinique Community Association
C/O The Prescott Companies
5966 La Place Court, Suite 170
Carlsbad, CA 92008*