

RULES
And
REGULATIONS

MOUNTAIN VIEW COMMUNITY ASSOCIATION

RULES AND REGULATIONS

ADOPTED AUGUST 26, 2020

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

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

It is the responsibility of all owners to inform their tenants and guests of the governing documents of the association, including these Rules and Regulations.

I. RULES PERTAINING TO USE OF INDIVIDUAL LOTS

1. AGE RESTRICTION

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

2. ANTENNAE/SATELLITE DISHES

- A. If a homeowner wishes to install an Authorized Antenna, it is requested that the homeowner complete an Architectural Review Committee (ARC) Home Improvement Form in accordance with CC&R's 2.7. ANTENNA. An Authorized Antenna means:
 - 1. An antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one meter or less in diameter;

2. An antenna designed to receive video programming service, including multi-channel, multipoint distribution service (wireless cable), and is one meter or less in diameter or diagonal measurement; and
 3. An antenna designed to receive television broadcast signals.
- B. Owners are encouraged to install a reception device in the least obtrusive location which does not interfere with the reception. It is preferred that the reception device is not visible from any street.

3. ESTATE SALES

- A. Estate sales may be held under the following conditions:
1. Notice shall be given to Mountain View Community Manager, in writing, a minimum of thirty (30) days before the event; Management will notify HOA Board and the Chair of Facilities Committee.
 2. Shall be coordinated by an estate sale professional;
 3. All property is kept within house and garage;
 4. Garage door is to be kept closed except for removal of property;
 5. One sign on lawn will be permitted, provided the sign is not larger than eighteen (18") inches by thirty (30") inches in size. The sign may be attached to the ground by a conventional, single stake which does not exceed two (2") inches by three (3") inches in diameter (i.e., posts, pillars, frames or similar arrangements are prohibited);
 6. One sign at the gate for directions to the property.
 7. Use of gate may be either by attendant or use of Mountain View Community gate phone;
 8. Gates are not to be left open;
 9. Sale may be conducted up to a maximum of three (3) days.

4. GARAGE SALES

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

5. LEASE, RENTAL OR RESALE

- A. Any Lease or Rental Agreement must be registered with Mountain View Community Association Management Company;
- B. Each lease or rental agreement and each purchase agreement for resale shall have a statement above the signature line for the lessee or purchaser (as applicable), asserting that at least one (1) occupant of the residence shall be fifty-five (55) years of age or older and such other persons who are Qualified Permanent Residents (See CC&R's at ARTICLE II - RESIDENCE AND USE RESTRICTIONS.)

6. MAINTENANCE

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

7. NOISE

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

8. OFFENSIVE CONDITIONS

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

9. PARKING

- A. Residents may park Authorized Vehicles in their garage or driveways. If they park in the driveway the vehicle must be parked within such driveway and not extend over any portion of the sidewalk or grass area
- B. Street parking is reserved for visitors, including vendors. Residents may not park in the street except as follows:
 - 1. Parking while visiting another resident of the community;
 - 2. Parking while visiting the common area facilities, when the parking lot is full;
 - 3. Parking for short periods of time (not to include overnight) for loading, unloading, maintaining the home, garage, driveway, etc.;
 - 4. With the approval of the Community Manager; and
 - 5. In accordance with Section 12. Vehicles / Vehicle Repairs of our CC&R's. (See Section 14 of this document.)

- C. Garage doors are to be kept closed for security and aesthetic purposes. Doors may be left open up to two feet for ventilation.

10. PETS

- A. Please show your respect for other homeowners by not permitting your pet to disturb the peace (in the case of dogs, by barking continuously), or otherwise be a public nuisance.
- B. Prevent your pet from soiling the common area; and, if any mess is left by your pet, either in the common area or anywhere in the Properties, you are responsible to promptly clean it up.
- C. Dogs must be kept on a leash and under control at all times in front yards, open garages, and in any common areas where dogs are allowed, such as streets and sidewalks.

11. SIGNS

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

12. USE OF YOUR HOME AND LOT

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

13. USING THE RECREATIONAL COMMON AREA

Use of the recreational common area is restricted to members, residents, and their guests. All homeowners are responsible for any damage caused to the common areas by their guests and tenants, or by the tenant's guests. Access to the Common Area Facilities will be by the key fob system. **The hours of access are 5:00 a.m. to 11:00 p.m., 365 days per year.**

14. VEHICLES/VEHICLE REPAIR

- A. Trailers, recreational vehicles, campers, boats, mobile homes, motor homes, commercial vehicles, buses or vans which accommodate more than ten people, vehicles with more than two axles, or inoperable vehicles or parts of vehicles are **not** allowed to be parked anywhere in the project except for 48 hours in any five-day period for loading, unloading, making deliveries or emergency repairs. However, if possible, they can be parked in the garage with the door closed as long as that would not cause an authorized vehicle to have to be parked in the street.

Commercial vehicles are defined as any vehicle which:

- 1) displays the name of the business or other commercial enterprise or employer anywhere on the vehicle (except on its license plate or license plate holder, or as a decal on a windshield or window, and except for passenger vehicles with government designations such as city inspectors, police, fire, etc.);
 - 2) has a chassis with a capacity of one (1) ton or larger, such as a flatbed truck, tow truck, tractor-trailer rig, and the like;
 - 3) carries equipment tools or materials related to a business which are visible from the outside of the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.;
 - 4) is over 18 feet in length, bumper to bumper.
- B. Inoperable vehicles or parts of vehicles are not allowed to be parked anywhere in the project.
- C. Residents may not repair, maintain, or restore any vehicle except within an enclosed garage with the garage door closed, provided such activity is not a business.

15. AGE RESTRICTION DEFINITIONS

A. Residents who may legally reside in Mountain View Community Association.

1. Definition of a "**Qualifying Resident**" for Mountain View Community Association refers to a person 55 years of age or older.
2. Definition of a "**Qualified Permanent Resident**". If under 55 years of age the person must have been living in the home with the qualifying resident. (They do not qualify if they move into a residence after the qualifying resident has left the home as a result of death or prolonged absence.)

AND

- a. The person must be 45 years of age or older, or...
- b. The spouse of the qualifying resident, or...
- c. The cohabitant of the qualifying resident, or...
- d. A person providing primary physical support to the Qualifying Resident, or...
- e. A person providing primary economic support to the Qualifying Resident.

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

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

16. PERMITTED HEALTH CARE RESIDENTS

"Permitted Health Care Resident" means a person hired to provide live-in, long-term, or terminal health care to the qualifying resident. See the Age Verification Form at the Doctor's Confidential Certification Letter for Permitted Health Care Resident.

17. GUESTS

- A. Guest means any person who does not meet the requirements of:
 - 1. Qualifying Resident;
 - 2. Qualified Permanent Resident, or
 - 3. CC&R Section 1.1.45 "Qualified Permanent Resident"; or
 - 4. CC&R Section 2.1 "Single Family Residence" (Age Restriction).

II. RULES PERTAINING TO THE RECREATION FACILITIES AND COMMON AREAS

18. RESIDENT USE

- A. The recreation facilities are for the use of residents of the Mountain View Community. The use of the facilities may be restricted by the Association for violation of the rules or abuse of the recreational facilities or common areas. The recreation facilities are reserved for full-time residents of the Association and their guests. Access to the Common Area Facilities will be by the key fob system. **The hours of access are 5:00 a.m. to 11:00 p.m., 365 days per year.**
- B. Off-site owners whose properties are occupied are **not** entitled to use the Association facilities.
- C. All guests must be accompanied by a resident. If a Mountain View owner or resident is physically unable to accompany guests, contact the Mountain View Community Association Community Manager.
- D. The recreation facilities may not be used for commercial purposes other than those endorsed by the Association.

- E. Homeowners/residents are restricted to six (6) guests per household using the common facilities at any one time.
- F. The Pool Area may be used non-exclusively by any number of residents at any one time with no more than six (6) guests per household. There are no exclusive reservations other than association scheduled activities (such as water aerobics). During those activities, others can use areas not being used by the activity (such as spa and tables). (Also see Section 22. Pool & Spa Rules.)
- G. The Tennis / Pickle Ball Court Area may be used non-exclusively by any number of residents at any one time with no more than six (6) guests per household. There are no exclusive reservations other than association scheduled games (such as pickle ball). (Also see Section 23. Tennis Court Rules.)
- H. Due to fire code, no more than eight (8) residents and guests and no more than two (2) guests per household may use the gym at any one time. No exclusive reservations may be made. (Also, see Section 21. Fitness Center Rules.)
- I. The Patio Area containing the barbeques may be used non-exclusively by any number of residents at any one time with no more than six (6) guests per household as long as it has not been reserved for exclusive use.
- J. The Clubhouse may be used non-exclusively by up to 15 residents and guests at any one time with no more than six (6) guests per household as long as it has not been reserved for exclusive use.

A group of more than 15 residents may make a request to the HOA Board for non-exclusive use of the clubhouse. If permission is granted, the event must be open to the community and must include residents-only. If permission is not granted, the event is deemed to be exclusive and must go through the reservation process. (See Section 20. Reservations.)

19. GENERAL RULES

- A. The Mountain View Community Association reserves the right to close any of the facilities at any time to repair, clean and maintain the premises. All persons using these facilities do so at their own risk. The Association does not provide supervision for any activities within the common area.
- B. Homeowners/residents are responsible for the actions of their guests.
 - 1. All children under 18 years of age must be supervised by an adult.
 - 2. An adult may not supervise more than four (4) children at one time. The supervising adult shall be responsible for all actions of the children in their care.
- C. Shirts and shoes must be worn at all times. Wet clothing or shoes are not allowed in the Clubhouse.
- D. Smoking is prohibited in the Clubhouse and at all exterior locations of the recreational

- facilities, except for designated areas.
- E. The kitchen range may only be used for an approved primary reserved event. (See Section 20C1 for the definition of a primary reserved event.)
 - F. Individuals or groups using the facilities may use any of the decorations, utensils, dishes, silverware, etc. Equipment must be cleaned, dried and returned to the proper storage space. This includes emptying the dishwasher. Decorations may be attached to existing anchor points only, and cannot be nailed, stapled, taped or otherwise attached to any surface. Damage to the facility or any Association- owned decorations must be repaired or items replaced at user's expense. Trash must be placed in proper receptacles. Any part of the recreational facilities used by individuals or groups must be restored to its original condition.
 - G. Disposable products (cups, plates, napkins, **utensils**) stored in the kitchen by the Social Club are only to be used by Social Club events.
 - H. Pets shall not be allowed in Clubhouse or surrounding grounds, with the exception of seeing-eye and hearing dogs.
 - I. No glass is allowed in the pool/spa or the tennis court areas.
 - J. Audio devices (cell phones, MP3 players, radios, etc.) must be used with earphones to avoid disturbing others.
 - K. Parking between the hours of 12:00 midnight and 5:00 a.m. is prohibited in the Clubhouse parking lot.
 - L. Gates are not to be left open and gate codes may not be displayed on public media (including signs, papers, and internet).

Any changes or exceptions must be approved by the Board of Directors of Mountain View Community Association.

These Rules and Regulations have been developed to promote a safe environment for all residents. Your cooperation is requested and appreciated. Failure to observe these regulations can result in fines or loss of privileges.

20. RESERVATIONS

- A. The Clubhouse is for the benefit and enjoyment of all Mountain View residents and those designated for any lawful and non-business functions.
- B. The types of events needing exclusive reservation are:
 - 1. Mountain View Community Association Events - (This includes HOA Board meetings, association committees and association events) Care will be taken when scheduling these events that they do not interfere with traditional days/dates held by clubs. If, however, they do conflict and the HOA Board finds it impossible to schedule another day/time, the HOA event will take precedence.

2. Club Events - Priority will be given on a first come, first serve basis. The dates will be confirmed with the clubs. If dates conflict with another club, club representatives will meet to find a compromise.
 3. Homeowner Sponsored Events - Any event in conflict with HOA events or sanctioned club events will be denied.
- C. The Clubhouse Rooms and Barbeque Patio Area may be reserved for exclusive use in whole or in part, for the above types of events. Areas not reserved by an event may be reserved by another event or used non-exclusively by other residents and their guests (six guests per household). The individual areas are:
1. The Main Clubhouse Room, which includes the kitchen and library. (This is considered the primary reservation.)
 2. The Secondary (Bar) Room.
 3. The Billiards Room.
 4. The Barbeque Patio Area
- Depending on the size and needs of the event, the specific areas included in the reservation will be granted at the time of reservation. (To begin with, all standing reservations will be examined for need and rooms assigned. It is planned to have a lockable door installed between the Main and Billiards Rooms and external FOB access provided for the Billiards Room.)
- D. The Mountain View Social Club shall maintain a central calendar for scheduling facilities use.
- E. The Facilities Committee will meet with homeowners to process homeowner sponsored events and contact the Social Club for available dates and times.
- F. Homeowner Sponsored Exclusive Events
1. The Clubhouse and Barbecue Area may be reserved in whole or in part by any homeowner for any resident for private events. The weight room, tennis court and pool area **cannot** be reserved.
 2. Reservations can only be made by a homeowner and cannot be made by outside organizations whether or not requested by a member. ***Residents who are not homeowners must have the reservation made for the resident by the homeowner. However, non-resident homeowners cannot reserve the event for themselves.***
 3. Reservations can be made no more than ninety (90) days in advance and no less than thirty (30) days in advance.

4. If event includes non-residents, the host will obtain a \$300,000 certificate of insurance, naming the *Mountain View Community Association as additionally insured*. There will also be a refundable security deposit of \$300.00 and a non-refundable usage fee of \$150.00 for the first four (4) hours and \$50.00 for each additional hour. The certificate of insurance must be provided to Management no later than two (2) weeks prior to the scheduled event. Fees and deposits are due (30) days before event.
5. If event does not include non-residents, the host will pay a non-refundable usage fee of \$150.00 for the first four (4) hours and \$50.00 for each additional hour. But a security deposit and certificate of insurance is not required. Fees are due (30) days before event. (See Section 18J for reservation requirements)
6. If event falls under the “Right to Assemble” law (such as a Political Event) the resident host will not be required to pay any deposits or fees or provide a certificate of insurance. (See Section 20 G.)
7. **CLUBHOUSE MAXIMUM IS NOT TO EXCEED 86 PERSONS.**
8. The Association does not employ personnel to monitor rental functions and, therefore, cannot be held liable for any theft of or damage to personal articles.
9. The reserved function shall conclude by 12:00 midnight except on New Year's Eve, when the function shall conclude by 2:00 a.m.
10. The event host shall arrange for all pick-ups and deliveries (if any) to be made the day of the event.
11. The event host shall warrant that there will be no charge to his/her guests for admissions, food, beverage, or entertainment on the premises.

G. Common Area Right to Assemble and Non-Commercial Solicitation Policy

1. In Accordance with *Civil Code* Section 4515, the Common Area may be reserved and used for the following purposes:
 - (A) Peacefully assembling or meeting with members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development (planned development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes.
 - (B) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invites or guests and speak on matters of public interest.
2. Common Areas must be reserved at least three (3) weeks in advance using a reservation form provided by management. Reservations will not be granted if they conflict with existing reservations for other events or Board meetings. No rental fee, deposit, liability insurance or payments of the Association’s insurance premium or

deductible is required for the uses defined in Section 1 above. Given that the reserving party will be responsible for the actions of the guests and attendees, the reserving party has an option to hire security and obtain insurance for these uses.

3. The hosting Member is responsible for the conduct of his/her invitees, guests, and other attendees of any event and will be charged for the cost of repairing any damage to the Association's Common Area caused by such persons or activities. A Reimbursement Assessment may be imposed to recover any costs to repair any Common Area damage.
4. At the conclusion of an event, the Common Area must be restored to its pre-event state including any and all clean-up of trash or other debris. The hosting Member will be charged a janitorial fee if cleanup by the Association is required after the event.
5. Events must use a sign-in sheet for attendees. A copy of the sign-in sheet must be given to the Association within two (2) business days after the event.
6. Any maximum occupancy rules for any Common Area must be adhered to at all times.
7. Common Areas may only be used for the purposes described in Section 1 above during normal operating hours.
8. Sound amplification and PA Systems may not be used and noise must be kept to reasonable levels at all times to ensure that the event does not unreasonably disturb surrounding residences. If a noise complaint is received and verified during an event, the event will be closed and the attendees must disperse.
9. Canvassing and petitioning the members, the Board, and residents for the meetings described in Section 1 may occur during the hours of 9 am and 6 pm. Information about common interest development (planned development) living, association elections, legislation, election to public office, or the initiative, referendum or recall process or other issues of concern to members and residents may be distributed to residents of the Association between the hours of 9 am and 6 pm. Under no circumstances may fliers be posted on any Common Area building, car within the Association, or attached to the Association mailboxes.

21. FITNESS CENTER RULES

- A. Due to fire code, no more than eight (8) residents and guests and no more than two (2) guests per household may use the gym at any one time. No reservations may be made.
- B. The Fitness Center is to be used exclusively by residents and their guests for the sole purpose of exercise. No other activity is allowed unless approved by the Association.
- C. Guests must be accompanied by the hosting resident.
- D. Shoes and shirts must be worn at all times.
- E. If you use the TV or, open a window or turn on a standing fan it is the residents' responsibility to see that they are turned off before leaving the Center.

- F. Food is prohibited. Beverages in non-breakable containers are permitted. No smoking is permitted in the FitnessCenter.
- G. The Fitness Center equipment is available on a first come, first serve basis. There are no reservations.
- H. Use of the Fitness Center is at your own risk. The Association does not employ personnel to monitor activities and therefore cannot be held liable for any injury or damage that may occur.

22. POOL & SPA RULES

- A. The Pool Area may be used non-exclusively by any number of residents at any one time with no more than six (6) guests per household. The Pool Area may have no exclusive reservations other than association scheduled activities (such as water aerobics). Others can use areas not being used by the activity (such as spa and tables).
- B. Guests must be accompanied by the hosting resident.
- C. No glass or sharp objects are allowed in the pool or spa area.
- D. Individuals under the age of 14 years are not allowed in the pool unless accompanied by a responsible adult 21 years of age or older.
- E. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool.
- F. No soap, bath oils, etc. are allowed in the pool or spa. Bathers must shower prior to entering the pool or spa.
- G. Diving is not permitted in any areas of the pool or spa.
- H. No running, pushing or boisterous activity is allowed in or around the pool or spa areas.
- I. Radios, cassette/CD players, and TVs may be used with earphones only. An exception is made for some association sponsored activities such as water aerobics.
- J. No wheeled toys or vehicles including skateboards, roller blades, roller skates, or bicycles are allowed in the pool or spa area.
- K. No smoking is allowed within the fenced boundaries of the pool and spa area.
- L. Each resident is responsible for placing his/her (and their guests) litter and debris in the trash receptacles prior to leaving the pool/spa area.
- M. No floating or inflatable devices will be permitted in the pool or spa except water wings, noodles and beach balls with regard given to other resident's use of the pool.
- N. Pets shall not be allowed in pool or spa areas, with the exception of seeing-eye and

hearing dogs.

- O. Use the pool and spa facilities at your own risk. The Association does not employ lifeguard or other personnel to monitor activities at the pool and therefore cannot be held liable for any injury or damage that may occur.

23. TENNIS COURT RULES

- A. The Tennis / Pickle Ball Court Area may be used non-exclusively by any number of residents at any one time with no more than six (6) guests per household. There are no exclusive reservations other than association scheduled games (such as pickle ball).
- B. The court is to be used for the sole purpose of playing tennis, badminton, or pickle ball. No other activity is allowed unless approved by the Association.
- C. Only tennis shoes with non-marking soles may be worn on the Court. No other footwear is permitted.
- D. Food is prohibited. Beverages in non-breakable containers are permitted. No smoking is permitted on the court.
- E. Guests must be accompanied by a homeowner or resident.
- F. Play shall be limited to one hour when other players are waiting.
- G. No wheeled toys or vehicles including skateboards, roller blades, roller skates, or bicycles are allowed on the court.
- H. Each resident is responsible for removing any debris prior to leaving the court.
- I. Each owner is responsible for the conduct of his/her guest(s) or his/her tenant's guests.
- J. All spectators and players waiting to play must remain outside the fenced tennis court area or along the sides of the court where benches are provided. Residents bringing non-playing individuals must keep them off court and supervised at all times.
- K. Courts are available on a first come, first serve basis. There are no reservations other than association scheduled games (such as pickle ball).
- L. Pets shall not be allowed on the court, with the exception of seeing-eye and hearing dogs.
- M. Use the tennis court at your own risk. The Association does not employ personnel to monitor activities at the court and therefore cannot be held liable for any injury or damage that may occur.
- N. Tennis Court hours are from 7:00 a.m. until dusk.

24. SECURITY CAMERA POLICY

A. Installation of Access Cameras: Cameras are to monitor/document for the record incidents of rule violations, vandalism, and/or other criminal activities which may occur in the common area

1. Each camera is a continuous recording device and will monitor some selected high foot traffic common areas, such as, the parking areas, recreational areas and other frequently used access points.
2. Cameras are NOT continuously monitored by any specific company or individual, and, therefore should not be relied upon by owners for security purposes.

B. Restrictions:

1. The cameras may not be utilized as private use by any individual.
2. The cameras and all equipment are the property of the HOA and under the control of the HOA Board of Directors.

C. Purposes/Uses:

1. Access cameras are intended as a deterrent.
2. If an incident occurs in the HOA's common area, a recording may be available. Members of the Board, Management or their designated representatives will not view the footage unless the following criteria are met.
 - a. **Common Area Incidents** – Where physical loss, damage, vandalism, or other incident, where portions of the Common Area property is involved and would fall under the Board's obligation to maintain or repair according to the CC&Rs. In such a case Management will review the available footage and share it with the Board of Directors. The Board will then determine the most prudent course of action. Actions could include fines as allowed under the Rules and Regulations, reporting incident to the appropriate law enforcement agency, or other action as determined by the Board. The Board may choose to forward any information obtained from footage to the HOA attorney.
 - b. **Personal Property Incidents** - Where physical loss, damage, vandalism, or other incident occurs to individual Owners, Tenants, or Visitors property. In order to receive a copy of camera footage, the party harmed by the incident must file an official report with the law enforcement authorities having jurisdiction. An official representative of the law enforcement jurisdiction may then submit a written request for the Board to review the footage by contacting the management company. Requests must contain specific dates and times of Review. The Board will review the footage with no fewer than 2 Board members and Management, and provide any and all information directly to the law enforcement jurisdiction. Under no circumstances will footage be released to Owners, Tenants, or Visitors, nor will they be entitled to view it. Any information provided to law enforcement will also be sent to the HOA attorney.

- c. **Subpoena** - Where the Association has received a valid subpoena requesting footage, the Board with no fewer than 2 Board members and in consultation with HOA counsel shall review and provide any and all information responsive to the subpoena.

D. Verified Criminal Incident Handling:

1. **Information to Law Enforcement:** In the event of a verified criminal incident, the recorded incident will be provided to the Police Department at no additional charge to you. Due to privacy concerns, a CD/DVD recording of the incident will not be provided to an individual owner/member.

E. General:

1. **Disclaimer:** The installation of access cameras on Association common area grounds in no way implies any responsibility whatsoever on the part of the Association Board of Directors, its constituents, and/or legal representatives. The Association and/or all of its associates cannot be held liable, or otherwise responsible, for damaged property, illegal activity, and/or risk to life or limb, or any safety or security problems. Installation of access cameras on Association common area grounds is NOT a guarantee of safety and/or property protection. All residents and their guests are encouraged to provide their own security measures and take safety precautions as necessary, subject to the limitations set forth in the Association's governing documents. Each owner/member or resident is responsible for providing their own insurance coverage in the case of criminal activity, property damage, and/or liability.
2. **Amendment:** The Association Board reserves the right to amend this policy at any time without prior written notice.

This Security Camera Policy was adopted on: August 26, 2020

MOUNTAIN VIEW COMMUNITY ASSOCIATION

RULES VIOLATION REPORT

Date: _____

I. Person Making Report:

NAME

ADDRESS

PHONE

E-MAIL

II. Description of Rules Violation: (Fill in as completely as possible)

Date: _____ Time: _____ Location: _____

Description: (Please type or print)

III. Description of Violator: (Fill in as completely as possible)

Name: _____ Telephone: _____

Address: _____ Vehicle License #: _____

IV. Additional Witnesses:

Name: _____ Address: _____

Name: _____ Address: _____

Signature (person making report) / Date

**PLEASE RETURN TO: FIRSTSERVICE RESIDENTIAL
25240 Hancock Avenue, Suite 400
Murrieta, CA 92562
Attention: Mountain View
Community Manager or Fax to:
951-296-2099
Customer Care 800-428-5588**