

COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS

RULES AND REGULATIONS

ADOPTED BY THE BOARD OF DIRECTORS
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RULES AND REGULATIONS

INTRODUCTION

We are pleased to provide you with the Rules & Regulations for the Community Association of Bernardo Heights including its Clubhouse, Parks, and all the amenities associated with the facility.

The Community Association of Bernardo Heights (CABH) is governed by a 7-member Board of Directors, and a professional management company provides onsite management of all the facilities. The Board meets every fourth (4th) Wednesday of each month at 6:00pm at the Clubhouse. Agendas are prepared and posted in advance of each meeting. Any and all correspondence to the Board should be addressed to the CABH General Manager.

At each Board meeting, open time is allotted for homeowners to attend and address the Board on any topic they wish without prior advance notice to the Board. While a homeowner may address the Board on any topic, the Board may only take action on items that have been placed on the agenda in advance. Homeowners wishing to add a specific item to the agenda may do so by contacting the front desk at the Clubhouse with one week's advance notice.

The CABH facilities are designed for use by owners and residents of Bernardo Heights, including minor children and tenants. As members of CABH, you are entitled to membership at the Clubhouse and use of all the amenities. All residents, ages 14 and older, are granted membership upon registration. A parent or guardian must accompany anyone who is 14 - 17 years old and provide verification of age. Upon entering the CABH clubhouse, you must check in at the reception desk.

If an owner's property is leased, the owner may transfer their membership over to their tenant if proof of the rental lease agreement is provided to CABH and both tenant and Owner sign a "Release & Waiver of Privileges". Once membership is transferred to a tenant, the Owner's membership will cease during the lease term. Use of the Clubhouse facilities by the tenants will require a one-time fee (see Fee Schedule) per person with proof that everyone lives in the same residence.

Anyone using CABH facilities and amenities must sign a "Waiver & Release from Liability" form in advance of using the facilities.

DEFINITIONS

The following definitions apply to terms utilized in these Rules and Regulations. They are intended to supplement any additional terms defined elsewhere in these Rules and Regulations, as well as any terms defined in the Declaration.

1. **Common Area.** The Common Area of CABH is defined in Exhibit D of the Declaration of Covenants, Conditions and Restrictions. Common Area generally includes all real property, facilities and Improvements which are owned by the Association, or over which the Association has a maintenance easement.

2. **Owner** shall mean a record owner of a fee simple title to any lot, unit, or other parcel of property in the community whether held by one or more persons or entities. A contract purchaser under a recorded installment land sales contract shall be included as an "Owner" but those merely

having an interest in property as security for performance of an obligation shall not be “Owners”. Any adult family members residing in the property who are not designated as “Owners” must bring in proof of residency to receive membership.

3. ***Non-Owner Resident*** shall mean an individual leasing property from an Owner and who was assigned membership privileges by the Owner.

4. ***Members*** shall include Owners and Non-Owner Residents.

5. ***Guest*** shall mean an individual who does not permanently reside at a property within the Association and is accompanied by a Member onto CABH grounds.

COMMON AREA RULES

Responsibility for Child Conduct

Parents or guardians are responsible for the conduct of their minor children and grandchildren. Due to safety concerns, adult supervision is recommended for all children utilizing the Common Areas.

Climbing Prohibited

Climbing on fences, walls, roofs, or trees in the Common Area is prohibited.

Removal of CABH Equipment or Property Prohibited

Owners may not alter or remove any equipment, item or improvement installed upon Common Area.

CLUBHOUSE FACILITY HOURS

Open Times:

Monday - Saturday: 7:30am - 9:00pm

Sunday: 7:30am - 6:00pm during the winter | 7:30am - 9:00pm during the summer

* Hours are subject to change based on daylight saving time.

Closed Times:

Thanksgiving Day, Christmas Day, New Year's Day

* Other closing will be posted in advance except for emergencies.

In the event of an after-hours emergency, please contact our security company Golden Eagle Security at 855-500-4347. The security company will then contact the General Manager. If it is an irrigation (water or landscape) emergency, please contact O'Connell Landscape at 1-800-339-1106.

Vehicles may be parked in CABH parking lots only during business hours and must be removed upon closing. Any vehicle found in violation of this rule will be subject to towing.

Bikes, in-line skates (roller blades), skateboards, roller skates, and razor scooters are prohibited both at the Clubhouse, Lucido Park, and View Pointe Park. Personal barbecues are prohibited at the Clubhouse, Lucid Park, View Pointe Park and the basketball court.

CODE OF CONDUCT

CABH encourages a safe and healthy atmosphere by supporting an environment free from: drugs, smoking, vaping, alcohol, violence, intimidation, harassment, gambling, solicitation, profanity, abusive language, vandalism, or property damage. This code applies to all participants, spectators, visitors, facility users, organizations, vendors, groups, clubs, staff and volunteers in all CABH activities, programs, field and facility uses.

- **Alcohol and Tobacco:**

CABH is a non-smoking facility and smoking anywhere on the grounds or within the building is prohibited. Alcohol is prohibited in the common buildings (e.g. clubhouse), pool area, tennis / pickleball courts, and barbecue area at all times. The only exception to this rule is when a private party has been reserved and the appropriate waivers have been signed. Additionally, the CABH Social Committee may sponsor events where alcohol is served with participants limited to age 21 years or older.

- **Photography:**

Photography of the facility or staff is prohibited without prior written consent. This is a private facility, and the staff and guests have a reasonable expectation of privacy.

- **Discrimination and Harassment:**

This facility will be maintained free from discrimination, sexual harassment, and employee harassment by or against any staff, vendor, member, or guest.

Violations

Violation of this Code of Conduct may result in disciplinary action up to and including immediate and permanent expulsion from CABH programs, cancellation of any facility reservations, forfeiture of all fees, and financial penalties or other restitution for any damages. Acts conducted by a minor are the responsibility of the parent or guardian. Staff reserves the right to ask any individual to leave the facility for failure to comply with any of the stated rules. The offender may be banned from use of the facility until a hearing can be held by the Board.

GUEST POLICY

The CABH Clubhouse, Lucido Park, and View Pointe Park are private, members only Community facilities.

The following Guest Policy establishes equitable limits for non-resident use of CABH facilities:

1. Members wishing to bring Guests to the Clubhouse amenities must sign Guests in at the front desk. Lucido Park and View Pointe Park do not require a sign in.
2. Maximum of 6 Guests per visit, per household/residence for Members 18 years of age or older. 3 guests per visit for pickleball and tennis
3. Due to health and safety concerns, Members 16 to 17 years old may bring up to 3 Guests per visit but are subject to the rule of 6 Guests per household. Members 15 years and younger may not bring in any Guests without adult supervision.
4. Members must stay with their Guests at all times. Guests may not use CABH facilities without a member (either an Owner or Non-Owner Resident) present with them at the same facility.
5. Guests may not use the facilities without the resident member present.
6. Equipment rental may require a deposit and/or incur additional fees.
7. Members and Guests attending “open” CABH sponsored group events must sign in at the front desk.

CABH ROOM RESERVATIONS

Members must make reservations and fee payments in person at the time of reservation (no phone reservations permitted).

The following rooms are available for Private Party use - Mesa, Vista, and Community Room. The kitchen is included in the fee but is based on availability.

Guests and members of CABH attending a reserved event are not permitted to use other portions of the facility and must remain in the respective reserved area during the duration of the event.

Please ask for the Community Fee Structure if needed for pricing and capacity information. See Addendum A.

Deposit is required for all party room reservations. **This deposit will be held** until after the event to cover any damages. If there are no additional charges, the check will be returned.

GENERAL RESERVATION RULES

1. Members must sign in/out, and if attending an event, must designate, in writing, one week prior to the event, another responsible resident. Violation of this rule will result in forfeiture of fees and deposit.
2. A sub-association HOA Board may reserve the facility for an event free of charge one time per year. However, a deposit of \$300 is required to be paid at the time the reservation is made.
3. A household may make three party reservations per calendar year without prior approval by the General Manager.
4. Room availability may be checked by phone; however full payment for the reservation is required to reserve any room and must be paid at the time of booking.
5. Room reservations may be made 6 months in advance of the day of the event, but no less than 3 weeks without prior management approval.
6. Members reserving the room(s) must contact the Clubhouse at least two weeks prior to the event to confirm reservation and room arrangements.
7. No more than one social function may be booked for the Clubhouse during the same day; availability of kitchen facilities is based on the date of the reservation or first come basis.
8. The cancellation policy is as follows and corresponding fees will be posted on the Fee Sheet:
 - Cancellation 61-180 days prior to event
 - Cancellation 30-60 days prior to event
 - Cancellation 7-29 days prior to event
 - Cancellation less than 7 days prior to event

Use of facility is subject to receipt of all paperwork including caterer's agreement and proof of insurance, alcohol waiver, room set up, and any other required documents requested by staff.

ALL RESERVATIONS ARE SUBJECT TO MANAGER APPROVAL. APPROVAL WILL BE EMAILED WITHIN 72 HOURS OF APPLICATION DATE.

GENERAL USE OF COMMUNITY FAMILY ROOM

The Community Room includes the general use of the bar and billiard tables. Billiard tables can be covered. Number of people is based on standing not seating capacity.

1. Members may bring Guests subject to guest limitations as stated elsewhere herein.
2. Members will be charged for lost or damaged equipment.
3. Shirts and shoes are required.
4. No wet bathing suits are permitted in the Family Community Room.

BILLIARD TABLES

1. Members may bring Guests subject to the guest limitations as stated elsewhere herein.
2. For health and safety reasons, Members must be at least 14 years old to use the billiard tables without adult supervision. Members ages 10-13 may play pool but must have adult supervision

at all times. Notwithstanding the foregoing, Members ages 9 and under are not permitted to use a Billiard table or its equipment.

3. Jump shots are prohibited on the billiard table.
4. Sitting on the billiard tables is prohibited.
5. A two-game limit (30 minutes each) is in effect when others are waiting to play.
6. No food or drinks are allowed on or near the billiard tables.
7. Billiard table equipment is available at the front desk.
8. Members will be charged for lost or damaged equipment.

PING PONG AND FOOSBALL TABLES

1. Members may bring Guests subject to the guest limitations as stated elsewhere herein.
2. Sitting on the Ping-Pong and Foosball tables is prohibited.
3. Moving the ping-pong table is prohibited.
4. A time limit may be set by staff when others are waiting to play.
5. No food or drink is to be placed on the table.
6. Paddles and balls are available at the front desk and may be subject to limitations.
7. Members and their Guests must maintain control of ping pong balls at all times.
8. Members will be charged for lost or damaged paddles.

BASKETBALL COURT

1. Members may bring Guests subject to the guest limitations as stated elsewhere herein.
2. Basketballs are available at the front desk. The Court is for basketball play only.
3. No food or drink is to be consumed on the basketball court.
4. A time limit (30 minutes) is in effect when others are waiting to play.
5. Members will be charged for lost or damaged equipment.

FITNESS/EXERCISE ROOM AND EQUIPMENT

Use at your own risk.

For health and safety reasons, persons under the age of 18 must have a “Waiver & Release from Liability” signed by their parent or legal guardian before using the Fitness/Exercise room and/or its equipment. Notwithstanding the foregoing, residents under the age of 14 are not permitted to use the Fitness/Exercise room and/or its equipment.

1. Members must have a signed “Waiver & Release from Liability” on file prior to use.
2. Guests are not allowed in the Fitness/Exercise rooms.
3. Appropriate gym attire and footwear are required.
4. During high use periods, there is a 30-minute limit per apparatus when others are waiting to use the Equipment.
5. Please see other rules posted in the Fitness / Exercise rooms.
6. Personal trainers are not permitted.

PATO / BBQ AREAS

Members may use the BBQ area at no charge and for up to 8 Guests. This is a first come, first served policy. No reservations are required, unless the request is for a private party or groups of more than 8 guests. If no reservation is made, there will be a 2-hour time limitation if others are waiting to use the BBQ.

SWIMMING POOL, WADING POOL, AND SPA

The primary objective of the following rules is to maintain an extremely safe environment in which everyone can enjoy the use of the pools and spa. **Swimming is at your own risk and there is no lifeguard on duty.** Private, personal teaching professionals, other than those approved by the Board, are prohibited.

Reservation Rules

1. Reservations for Lap Lanes are made online at www.yourcourts.com security register access code: 24965350.
2. Reservations can be made no more than two days in advance.
3. Reservation times are for 30-minute segments starting at 7:30am.
4. If a reserved lap lane is vacant for more than 10 minutes after the reservation start time, the lane is no longer considered reserved.

Rules for Pool Use

1. Individuals using the pool and spa should shower before use.
2. Pursuant to California Building Code 3120B.4 and 3120B.7, children should not use any pool or spa without adult supervision.
3. Individuals who cannot demonstrate basic swimming competency must be supervised by an adult 18 years or older at all times.
4. All those using the pool must wear appropriate modest swim attire (no cut offs or thongs).
5. Lap lane use is limited to thirty minutes when others are waiting for a lane.
6. Any individual who has involuntary bladder or bowel functions shall not be allowed in the pool or spa unless wearing appropriate water-resistant pants. Toddlers who are not potty trained or potty reliable must wear appropriate water-resistant pants.
7. No diving, running, or pushing allowed.
8. No glass containers permitted.
9. Alcohol is prohibited.
10. Food is not permitted in the pool area. Please use the patio outside the fenced area for eating snacks and meals to help keep the pool deck clean.
11. Water is the only permitted beverage allowed in the pool area to drink.
12. All litter must be disposed of in appropriate trash or recycling containers.
13. Music is permitted with the use of earphones.
14. Only soft toss balls, noodles, or small inflatable toys or supports will be permitted.
15. Large inner tubes and large flotation devices are not permitted.
16. Hanging or sitting on lap lanes is prohibited.

17. Members and their Guests will be liable for any damage caused by inappropriate behavior.
18. All rules posted on poolside signs must be followed.

The Management/Staff/Pool Monitors reserve the right to refuse admittance to or eject from the pool premises any persons failing to comply with any of the above health and safety regulations. Violation of these guidelines may result in up to and including disciplinary hearing and suspension of privileges up to 30 days. Fines and monetary penalties for damages may be applied.

Rules for Upper Pool Rules

Members are welcome to use the upper pool on a year-round basis. Members may also reserve the upper pool for private parties. Dates vary depending on the weather and are determined by the manager. The person making the reservation must be a CABH member, and the corresponding fee must be paid at the time of the reservation. The safety of members and Guests in use of the pool is of utmost importance and the rules for use are strictly adhered to.

No Lifeguard is on duty and use of the pool is at your own risk.

Use of the lower pool and spa are not permitted in the rental.

The rule for “Non-Permitted Events” below applies. Violation of this rule will result in forfeiture of deposit and fees. Management reserves the right to terminate any event for failure to comply.

The Board reserves the right to terminate rental privileges of the upper pool at any time. Guidelines for reservations are as follows:

1. Reservations may be made up to 6 months in advance, but not less than 3 weeks prior to the event without management approval.
2. No more than one party per season per household without prior management approval.
3. Reservations will not be accepted for holiday weekends or during community events such as Memorial Day, July 4th, Labor Day or Annual BBQ.
4. No event may exceed 30 people including supervisors.
5. Each event will be required to have adequate adult supervision with a required adult child ratio as stated below.
6. Supervisors and member must be present at all times.
7. Members must designate in writing 72 hours prior to the event the responsible supervisors who will be in attendance. Failure to provide this will result in cancellation of the event and forfeiture of the deposit.
8. Food is permitted but is restricted to the upper pool area only.
9. No cooking or BBQs are allowed in the pool area.
10. No alcohol is permitted in the pool area.
11. No live or loud music is permitted.
12. At the end of the event, the resident Member is responsible for cleanup, furniture in place, trash removed and checking out with the staff to determine status of refund. The refund will be processed within 72 hours after the event. Checks are mailed to the owner's address after the event.
13. All Guests must sign in at the front desk the day of the event.
14. Maximum of 20 people under 18 years of age.

15. One person 21 years of age or older must be present for each group of three people 7-12 years of age. One person 21 years of age or older must be present for each group of five people 13-17 years of age.

Enforcement: Non-compliance with the Reservation Policy will be considered a violation. Violations may lead to suspension of scheduling privileges up to 30 days, pool use, tennis court use, or other appropriate action.

TENNIS / PICKLEBALL COURTS

General Guidelines

1. Appropriate tennis attire including a shirt is required.
2. Shoes with soles that mark tennis courts are prohibited.
3. All beverages must be clear liquids (not sticky or colored liquids) and be in non-breakable (no glass) containers.
4. Alcohol, food, smoking, and loud music are prohibited on or around the courts.
5. Please dispose of any litter and respect the upkeep of the courts.
6. The member who made the reservation must accompany all Guests at all times.
7. Be considerate and cancel reservations as soon as possible.
8. Respect the concentration of other players. Shouting, loud and abusive language are prohibited.
9. Members are responsible for their Guests' behavior.
10. No back-up booking is allowed.

Reservations Policy

The primary objective of the CABH is that activities must have at least 50% CABH member participation. This also applies to the use of the tennis courts with certain exceptions. Reservations are made online at: <https://www.yourcourts.com/yourcourts/security/register/24965350>.

Court Rules

1. Reservations can be made no more than *two days in advance*.
2. Reservation times are for ***90-minute increments*** starting at 7:30am.
3. Back-to-back court reservations are not allowed.
4. Prime Time is defined as 7:30am-9:00am; 3:00pm - 4:30pm; 6:00pm - 7:30pm.
5. Only one (1) member of a household can make a reservation during prime time.
6. Another household member can make a reservation for non-peak times.
7. Players may start ahead of their scheduled time if the court is available and may play after the reservation time if others are not waiting to play.
8. If a reserved court is vacant more than 15 minutes after the reservation time, the court is no longer considered reserved.
9. Walk in players must register at the front desk before playing.
10. CABH has the authority to cancel reservations with notification to member.

Enforcement

Non-compliance with the Reservation Policy will be considered a violation. Violations may lead to suspension of scheduling privileges, tennis court use, or other appropriate action up to 30 days.

Tennis Professional

CABH has contracted with a tennis pro to provide lessons to our Members. No teaching professional may use the facilities for public or private lessons without CABH approval. Due to

health and safety concerns, students under the age of 14 must be accompanied by an adult of at least 18 years of age. Students must check in at the desk prior to lessons.

LUCIDO PARK AND VIEW POINTE PARK

1. Park hours are from 7:30 a.m. to 9:00 p.m. every day.
2. A park permit is required for member groups exceeding 10 people and will be subject to the "Non-Permitted Events". (See room reservations below). Permits are issued at the Clubhouse.
3. Pets are not permitted at Lucido Park.
4. Bikes, in-line skates (roller blades), skateboards, roller skates, and razor scooters are prohibited in the park on the walking trail. Small bikes for use by toddlers may be used only in designated areas.
5. Alcoholic beverages and open fires are prohibited.
6. Vehicles may be parked in the parking lots during business hours and removed at closing. Any vehicle found in violation of this ruling will be subject to towing. Towing charges are owner s responsibility.
7. A \$50.00 refundable deposit is required to ensure trash is picked up after a member event.

Enforcement

Non-compliance with the Reservation Policy will be considered a violation. Violations may lead to suspension of scheduling privileges, use of parks, tennis court use, or other appropriate action up to 30 days.

NON-PERMITTED EVENTS POLICY

The following are Non-Permitted Events. Violation of the policy will result in forfeiture of deposit fee.

1. Commercial events (the purpose of which is to enhance the business, revenues, images, membership, etc., of any firm, group, or organization). (See "Meeting Reservations")
2. Religious services of any kind. This includes weddings, even if they are not religious in nature, Bar Mitzvahs, Baptisms and group study of scripture or any other religious training groups or activities.
3. Fundraisers.
4. NO event will be allowed after 9:00 p.m. Events on Sunday are subject to the seasonal time change and may not exceed hours of operation.

An NSF (Non-Sufficient Funds) fee charge will be added for returned checks. See Fee sheet.

NOT AVAILABLE FOR RENT OR EVENTS

The following facilities are not available for rent or events: Ping-Pong Billiard Tables, Exercise Room.

VIDEO SURVEILLANCE ACCESS AND RELEASE POLICY

Scope

This Video Surveillance Access and Release Policy applies to all video surveillance systems installed within the Community by the Association which are permanently installed and whose presence is detailed on posted signage and is exclusive of personal surveillance equipment installed by residents.

Policy Statement

CABH recognizes the need to balance an individual's right to privacy and the need to ensure the safety of the neighborhood and its residents. CABH therefore has adopted this policy which upholds these rights but provides the necessary mechanisms for protecting the community. All installed surveillance camera equipment ("Equipment") is intended to be operable at all times except when the system is down for maintenance, service, or repair. CABH reserves the right to temporarily stop or discontinue the recording function at any time.

Purpose of the Equipment

The purpose of the Equipment is to: (1) monitor compliance with the Association's governing documents (as defined in California Civil Code section 4150) (2) deter criminal activities, (3) obtain evidence necessary to prosecute criminal acts, and (4) defend the Association from unsupported allegations and/or legal action. The Equipment is not intended for providing security services to residents.

Residents and guests are advised that CABH is not responsible for injuries to persons, or lost, stolen or damaged personal property as a result of such property being left, parked, or stored within the Community.

Equipment Access and Release of Recordings

Storage

Recordings shall be stored in secured enclosures, external hard drives or cloud storage with limited access as provided in this Video Surveillance Access and Release Policy. The recordings are not intended to be viewed or monitored constantly by authorized personnel. Archived recording shall be kept in the possession of CABH for up to 30 days or longer (if storage permits), and only for investigative or legal purposes and shall not be disseminated or distributed, in whole or in part, except as provided herein.

Under normal circumstances, recordings will be regularly and systematically overwritten by the Equipment when capacity of the device reaches the limits of its storage space. Notwithstanding the foregoing, upon receipt by CABH of appropriate notice from an authorized government entity with lawful right to access or jurisdiction over the subject matter, recordings that are the subject of court action, criminal investigation and/or prosecution will be kept as long as required. Recordings requiring long-term retention may be turned over to CABH's managing agent for storage and security.

Access

Only the Board and CABH's managing agent and/or other vendors will have access to the Equipment and recordings. However, prior to accessing the recordings, those authorized to access the recordings must receive prior authorization from a majority of the Board and must execute a "Surveillance Camera User Agreement. In addition to the foregoing, only Board members who are in good standing may be authorized by the Board to access recordings. For purposes of this Policy, "good standing" requires a Board member to

comply with the following: (1) not be in violation of CABH's governing documents, (2) be current in the payment of assessments, and (3) not be presently engaged in a legal dispute with CABH.

Those authorized to access the recordings may have their right to access recordings terminated at any time by majority vote of the Board. In addition to the foregoing, a Board member's right to access the recordings shall automatically terminate upon his or her resignation or removal from the Board, or upon the expiration of the Board member's term.

Release

The recordings obtained by CABH through the Equipment are for CABH use only and are not accessible to the Members or to the general public. CABH reserves the right to make the recordings available to CABH's agents, law enforcement or emergency personnel for the purpose of pursuing violations and/or addressing criminal conduct. Recordings will not be released to owners, tenants, or Guests without a valid subpoena, or as otherwise required under law.

In the event CABH receives a subpoena, discovery request, regulatory request or any similar governmental, judicial, or administrative order to provide recording(s), the request for recordings shall be immediately turned over to CABH's legal counsel for review and response. No Board member and/or CABH agent shall respond to the request without Counsel's prior review and advice.

ENFORCEMENT OF GENERAL RULES AND REGULATIONS

Non-compliance with any of the aforementioned rules and regulations or provisions of the Association's CC&Rs will be considered a violation. Violations may lead to suspension of use, privileges up to 30 days, or other appropriate action up to and including monetary fines and penalties including legal costs.

FIRST NOTICE (NOTICE OF VIOLATION)

Upon notification/observation of the first instance of the violation, a Notice of Violation will be sent to the violating Owner (and violating resident, if applicable). The Notice of Violation will set forth: (a) the basis for the violation, (b) the provision(s) of the Governing Documents at issue, and (c) a demand that the violation be corrected within 15 days ("Cure Period"). If additional time is required to correct the violation, a written request for an extension must be received within 5 days after notification with an explanation as to the cause of the delay. The Notice of Violation will also include instructions regarding responses to the Notice of Violation.

SECOND NOTICE (NOTICE OF HEARING)

Upon notification/observation of the second instance of the violation, or of a continuation of the first violation after the Cure Period has expired, a Notice of Hearing may be sent to the violating Owner (and violating resident, if applicable). The Notice of Hearing will invite the violating Owner to a hearing with the Board in a Board meeting for the purpose of explaining the reasons for the continued non-compliance and for determining whether the Board will impose discipline upon the Owner ("Violation Hearing").

The Notice of Hearing may be sent by personal delivery under Civil Code section 4040 or first-class mail at least ten (10) days prior to the date of the Violation Hearing, and shall include, at a minimum: (a) the date, time and place of the Violation Hearing, (b) the nature of the alleged violation for which

the Owner may be disciplined, and (c) a statement that the Owner has a right to attend and may address the Board at the Violation Hearing.

Adverse Health or Safety Violations

Upon notification or observation of a violation that may result in an adverse impact on the health and/or safety of the residents, Common Area, and/or another Member's property, the Board may determine not to send a Notice of Violation and instead immediately proceed to sending a Notice of Hearing to the violating Owner (and violating resident, if applicable). In addition to the Violation Hearing procedures set forth above, the Board will prepare a written finding or resolution at the Violation Hearing specifying the adverse health or safety impact, and adopt the finding/resolution during an open Board meeting. If the Board previously adopted such a finding/resolution covering the violation at issue, no subsequent finding/resolution need be adopted.

VIOLATION HEARING

At the Violation Hearing, the Board will determine what actions are to be taken to address and resolve the non-compliance. Such actions may include, but are not limited to, the imposition of Fines and/or suspension of membership privileges.

If the Board and the violating Owner are not in agreement after Violation Hearing, the Owner shall have the opportunity to request Internal Dispute Resolution ("IDR") pursuant to the Association's IDR Policy. If the Board and the violating Owner are in agreement after the Violation Hearing, the Board shall draft a written resolution. The written resolution shall be signed by the Board and the Owner. The resolution is judicially enforceable.

Notification of Hearing Results

The Board will notify the Owner within fourteen (14) days following the Violation Hearing as to what disciplinary action will be taken in response to the violation, as well as what further measures the Board may take should the non-compliance continue (i.e., the continued levying of Fines and/or the institution of legal action).

Opportunity to Cure

No Fine will be levied against a violating Owner if the violation is cured prior to the Violation Hearing. If the violation cannot be cured prior to the Violation Hearing, the Fine will not be imposed if the violating Owner provides financial commitment to cure the violation. Notwithstanding the foregoing, there are certain violations which are "uncurable"—a violation is "uncurable" if it consists of a non-continuing, completed act for which there is no reasonable remedial action that would undo the misconduct or bring the Owner into compliance before the Violation Hearing (e.g., discharging fireworks in the common area; hosting an unauthorized party). The cure exceptions above do not apply to incurable violations. For incurable violations, the Board may impose a Fine notwithstanding the fact that the conduct has ceased.

Expedited Resolution

At any time during the enforcement, the Board may determine that it is in the Association's best interest to expedite the resolution of the matter through, among other things, immediately setting the matter for a Violating Hearing, transferring the matter to the Association's legal counsel, and/or the institution of legal action against the Owner. Similarly, a violating Owner may request a hearing after the first Notice of Violation to contest the alleged violation.

LEGAL LIABILITY; PAYMENT OF ASSOCIATION'S LEGAL FEES & COSTS

Failure to comply with any of the terms of the Governing Documents shall be grounds for relief which may include legal action by the Association to recover damages, injunctive relief and/or any other similar remedy at law or in equity. Should such legal action be instituted, the Association is entitled to recover from the violating Owner the Association's reasonable attorneys' fees and costs incurred.

Payment of any monetary penalty does not preclude the necessity of ongoing compliance. The violator may also be liable for monetary damages up to and including legal fees.

ADDENDUM A

ENFORCEMENT OF COMMUNITY AND NEIGHBORHOOD CC&RS AND MONETARY PENALTY SCHEDULE

Pursuant to the Association's CC&Rs and the Civil Code, the Community's Board of Directors may discipline a Member for a violation of the Association's Governing Documents. The discipline imposed after appropriate notice and a hearing may include but is not limited to the following:

1. Imposing an appropriate monetary penalty.
2. Filing a lien for damages.
3. Filing an action in court
4. Suspension of a Member's right to use the Community's Common facilities in accordance with the CC&Rs.
5. Notification to Escrow upon potential sale of property.
6. An arbitration or mediation between the parties involved.

PENALTY SCHEDULE

1. Failure to provide plans for landscaping/ARC improvements or changes as provided in the CC&Rs, ARC Guidelines, Rules &	Up to \$100 per Violation
2. Failure to complete approved landscaping or ARC plans within one year from the date of approval by the Community ARC Committee.	Up to \$100 per Violation
3. Failure to comply with any other requirements set forth in the Neighborhood and/or Community CC&Rs, ARC Guidelines, or Rules and Regulations, absent a violation that may result in an adverse health and safety impact on other's property or Common Area	Up to \$100 per Violation
4. Failure to comply with any requirements set forth in the Neighborhood and/or Community CC&Rs, ARC Guidelines, or Rules and Regulations that may result in an adverse health and safety impact on other's property or Common Area	Up to \$1,000 per Violation
5. Variances requested in advance of work may be considered by Board. If a variance is granted prior to work commences, no fee will be imposed. However, variances requested after the fact constitute violations of the Governing Documents.	No fee for variances granted when requested prior to work being commenced. Up to \$100 penalty for variance requests submitted after completion of work.
6. A reasonable time will be allowed for correction of violations. In addition to the Fine amounts set forth above, if a violation is continuing (occurring over multiple days), the Board may determine to impose a continuing daily fine until compliance is achieved.	Continued violations will be fined as follows: \$25 for each day that the violation remains, to begin accruing after the hearing in which the Board determined to impose the daily Fines. Maximum of \$1,000 per violation.

PAYMENT OF MONETARY PENALTY DOES NOT PRECLUDE THE NECESSITY OF COMPLIANCE.

ADDENDUM B

Community Fee Structure 2026

****ALL ROOM RESERVATIONS MUST BE CLEANED AND CHECKED OUT BY 9:00PM****

	Mesa	Vista	Mesa Vista	Community Room		Lower BBQ	Lawn BBQ	Upper Pool**
				87	20			
Accommodates: The number of people listed are for mingling (moving around, not seated) people.	45	45	75*	87	20	35		30
Fee Includes: - 4 Hours • Kitchen Use - Setup - Breakdown	\$100	\$100	\$180	\$300	\$50	\$60		\$250 Additional \$100 for heated pool
Additional Hour Fee	\$35	\$35	\$70	\$100		4 hrs. Max	4 hrs. Max	5 hrs. Max
Deposit	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300

Room Additions

Vista Grass area: (cannot be rented separately. Must be rented with a room) \$50
 Grass area: (cannot be rented separately. Must be rented with a room) \$50

Equipment rental for these items: \$40 each

Podium, Microphone, Speaker.

TV remote and Internet \$40 for both.