

RULES AND REGULATIONS

MADRID MANOR HOMEOWNERS ASSOCIATION, INC. (MADRID MANOR, INC.) Revised November 23, 2015

PREFACE

MADRID MANOR, INC. (hereinafter “Community” or “Association”) which one automatically joins when purchasing a lot, with or without a mobile home, manages and operates the common areas in accordance with the RULES AND REGULATIONS, ARTICLES OF INCORPORATION, BY-LAWS, and CC&R’s (Covenants, Conditions and Restrictions). The private streets and all other common areas within this project will be maintained by the Association. The cost of repair and maintenance of these common areas is included in the Association budget, which is funded by the monthly Association assessment. The Association also provides a means to accomplish architectural control. These restrictions are recorded in the office of the San Diego County Recorder.

Further, the Association provides a base for interaction among the homeowners on a variety of issues. A member should be active in the Association and be willing to serve on the Board of Directors or on any committee created by the Board. Unless you serve, your control is limited to your vote as a member.

The possibility exists of legislation that will overrule or modify some restrictions set forth herein. In the event any portion of these “Rules and Regulations” is declared invalid by law, the validity of all other provisions shall remain in effect.

RULES AND REGULATIONS

I. AMENDMENT OF “RULES AND REGULATIONS”.

Association “Rules and Regulations” may be amended by the board upon written notice to homeowners at least thirty (30) days before making the rule change.

II. OBLIGATIONS UPON RESALE.

When you sell your unit, you as the seller shall furnish to the new buyer a copy of the current governing documents (including, CC&R’s, By-Laws, Rules and Regulations, and “Emergency Preparedness Plan”), plus a statement of delinquent assessments, penalties, attorney fees, or other charges against your unit as of the date the statement was issued. The package must also include copies of the past twelve (12) months of Madrid Manor Board Meeting Minutes, a recent financial report, and the current budget.

If you as the seller cannot furnish this complete package, it may be obtained from the Madrid Manor’s management company (Agent) for a nominal fee which will be paid by you. If you are selling through a realtor, this will be handled through the realtor and escrow company and charged to you, the seller. In addition, our agent must be informed by the seller at opening of escrow or at any other beginning procedure for a change of ownership of property. When the sale of a property goes through escrow, the escrow officer is obligated to inform our agent in writing, asking for financial status of the property. If any legal action is taken in regard to noncompliance with our “Rules and Regulations”, the cost will be the responsibility of the seller of the unit.

III. USE OF A UNIT.

A unit shall be used for residential purposes by the Owners/Tenants, and their guests. No trade or business shall be conducted. A trade or business is defined as a unit that is used exclusively for business purposes and/or a business that causes heavy traffic in a neighborhood that interferes with the quiet enjoyment of the community and the residents. No outbuilding or structure of temporary nature shall be used at any time as a residence.

Residents shall be limited to no more than two (2) persons per bedroom per unit as permanent residents.

No unit or portion thereof shall be used in connection with any timesharing agreement, exchange or time interval ownership arrangement. The term "timesharing" shall include, but not be limited to: any agreement under which the right to use the unit or any portion thereof rotates among persons on a periodically recurring basis for value, whether monetary or like-kind privileges, according to a fixed or floating interval or period of time of twenty-five (25) consecutive days or less. This section shall not be construed to limit the use of any portion thereof by the unit owners/tenants or their guests.

IV. PERMITTED HEALTH CARE RESIDENTS

1. **Occupancy.** A qualifying resident has the right to hire live-in caregivers. California Civil Code §51.3 permits the occupancy of a Permitted Health Care Resident under the following circumstances: (1) a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or (2) a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.
2. **Qualification.** Permitted Health Care Residents must be at least 18 years old.
3. **Application.** Any qualifying resident wishing to apply on behalf of a Permitted Health Care Resident must submit the following to the Board of Directors:
 - A. A physician's certification stating that live-in, long-term, or terminal health care is required for daily activities, medical treatment, or both. This certification must be typed, signed and dated on the physician's letterhead, including office address and contact information.
 - B. A statement signed by the Permitted Health Care Resident that he/she:
 1. agrees to comply with the Association's governing documents;
 2. has not been convicted of a felony within the last twenty (20) years; and
 3. has not been convicted of a misdemeanor involving moral turpitude within the last five (5) years.
 - C. An agreement from the qualifying resident that he/she agrees to be responsible for the conduct of the Permitted Health Care Resident and shall ensure that he/she complies with the Association's governing documents (including the CC&Rs and Rules & Regulations). Violation of the Association's governing documents will result in disciplinary action against the qualifying resident including (i) imposition of monetary fines and special reimbursement assessments; (ii) suspension of common area privileges; and (iii) suspension of Residency Pass of the Permitted Health Care Resident in violation of the Association's governing documents.
4. **Residency Pass for Permitted Health Care Resident.** Upon receipt of a full and complete application (including items 3(A) through (C) above), the Board within thirty (30) days shall determine whether a renewable Residency Pass shall be issued to the Permitted Health Care Resident. The renewable Residency Pass shall be valid for a

- three (3) month period, giving the Permitted Health Care Resident the right to reside within the Development during that time.
5. Renewal. The qualifying resident and/or the Permitted Health Care Resident shall be responsible for renewing the Residency Pass at least fourteen (14) days prior to the expiration of the Residency Pass. The application for renewing the Residency Pass shall include items listed above under Subsection 3 (A), (B) and (C).
 6. Restrictions.
 - A. Unless otherwise mandated by applicable law, only one (1) Permitted Health Care Resident is allowed per home.
 - B. Unless otherwise mandated by applicable law, Permitted Health Care Residents may not have any overnight guests or additional family members or friends living in the home.
 - C. A Permitted Health Care Resident may continue his/her occupancy in the absence of the qualifying resident from the home only if (i) the qualifying resident became absent from the home due to hospitalization or other necessary medical treatment and (ii) expects to return to his/or her residence within 90 days from the date the absence began.

V. STREETS AND DRIVEWAYS.

All private access ways and street parkways shall be maintained by the Association. Driveways and patio slabs situated on a space shall be maintained and/or improved by the resident and/or owner thereof with plans and specifications approved in writing at the sole discretion of the Board of Directors and the Architectural Committee.

VI. NUISANCES AND NOISES.

Living units are spaced close together. Disturbing noises which may interfere with the quiet enjoyment of other owners cannot be permitted. Excessive loud talking, radios, television or other noise or conduct between the hours of 10:00 P.M. and 8:00 A.M. will be considered a nuisance. Contractor's hours will be 8:00A.M. to 5:30 P.M.

VII. VEHICLE RESTRICTIONS.

A. Recreational Vehicles: Other than golf carts, there shall be no parking or storing of recreational vehicles, including motor homes, boats, travel trailers, and similar equipment except within the recreational vehicle storage yard. If there is no space available, then such vehicle must be outside the Association property.

1. Residents parking a Recreational Vehicle (RV) (i.e., motor homes, campers, boats, travel trailers, or similar equipment) in the Madrid Manor RV parking area shall provide a copy of the current registration showing the resident as the registered owner of the RV. The resident shall also present proof of current insurance for the RV. This documentation shall be provided to the Madrid Manor Office Manager. This registration and proof of insurance shall be provided to the Office Manager annually when the registration and insurance is renewed.
2. Parking of any recreational vehicles (motor homes, campers, boats, travel trailers, or similar equipment) in any common area or guest parking area is prohibited.

B. Commercial Vehicles: No commercial vehicles or equipment are to be parked or stored within

the Community.

C. Street Parking Prohibited: No vehicle shall be parked on the streets of Madrid Manor. With the exception of one short forty (40) foot wide street (located on Section One (1) going south from the Clubhouse), **ALL OTHER Madrid Manor streets are classified by the City of San Marcos as Fire Lanes and no parking is allowed.** Any vehicle parking in a fire lane does so at his own risk as that vehicle can be given a ticket and towed. Any vehicle includes resident owned vehicles, guest vehicles and service/contractor vehicles. If you, as a resident, have anyone doing work at your residence, make arrangements for them to park in your driveway or in visitor parking by obtaining a permit from the Madrid Manor Office if the parking will exceed 96 hours.

D. Resident Owned Vehicles: Resident owned vehicle parking shall be confined to the driveway/carport area of the resident's unit. Residents must obtain a decal from the office for each resident owned vehicle. The owner of the vehicle must bring the registration into the office in order to verify that the vehicle belongs to a registered resident. Residents must advise the office if the vehicle is sold or replaced.

E. Common Area (Guest) Parking: Guest parking is restricted to 96 hours. If the vehicle comes and goes during a 24 hour period, it will be considered to be there for 24 hours. 96 hour restriction is for all parking areas within Madrid Manor. Shuffling vehicles between lots will not reset the clock. Guests who need to use guest parking for longer than 96 hours may obtain a pass for up to 30 days. Guest parking permits for longer than 96 hours are available in the office. (See the Madrid Manor Office Manager.) No overnight parking is permitted around the clubhouse. Residents will use courtesy and common sense and only park in guest parking for a limited amount of time. Residents may use guest parking if they are visiting residents in other areas of the park, shuffling vehicles, have visiting guests who need to use their driveway or have people working at their home who need to park in the driveway or use it for a work area. Residents must obtain a pass from the office if they are going to use guest parking overnight (there should be good reason for this) or they have a construction project that requires the need to use guest parking for more than one day.

F. Motorcycles:

1. Motorcycles must comply with all California motor vehicle laws and the "Rules and Regulations" of Madrid Manor. Specifically, they must have a current vehicle registration and an unmodified exhaust system so as to prohibit excessive noise. ENGINE REVVING AT ANY TIME IS STRICTLY PROHIBITED.
2. The motorcycle operator must have a valid operator license and obey all park rules in regard to speed (15 mph) and safety to themselves and others.
3. Resident-owned motorcycles must acquire a Madrid Manor parking sticker.
4. Motorcycles will take the most direct route from the gate to the residence and return.

Failure to comply with the above stated "Rules and Regulations" on more than one occasion may result in the restriction of operating the motorcycle within the perimeter of Madrid Manor, or other disciplinary action may be taken by the Board of Directors (i.e., fines, etc.).

G. Speed Limit: **The speed limit on streets within our Community shall be fifteen (15) miles per hour.**

H. Street Safety: Children walking on our streets must be accompanied by an adult. No skating, skateboarding, etc. is allowed on Community streets or recreational areas. There are three parks within walking distance where children can play in safety.

VIII. SIGNS.

No business signs or advertising may be displayed in the Community. This provision does not prohibit the display upon any space of a sign of customary dimensions advertising the property For Sale.

IX. ANIMALS.

A. Residents of Madrid Manor are allowed to have one (1) pet per residence and this pet cannot exceed twenty (20) pounds in weight at maturity. Those owners in the past who had permission for more than one pet may continue to keep the pet until one dies; at that time the one (1) pet per residence will apply. Residents owning a pet shall adhere to the following rules regarding them.

1. Exercising of any pet in the Community (common ground) is not permitted. Pets must be driven or carried out of the Community. Pets will not be allowed on the streets, in recreational areas or other common areas. Noisy or unruly pets or those which generate excessive complaints will not be allowed.
2. All pets must be licensed and inoculated in accordance with local law. Pets may not be left outside at night when the resident is not on the premises, but may be left outside in an enclosed fenced area when the resident is at home. All excrement must be disposed of immediately.
3. The Association or any owner may cause any unleashed pet found within the common areas to be removed to a pound or animal shelter under the jurisdiction of the County of San Diego by calling the appropriate authorities, whereupon the owner may retrieve the pet after paying all expenses.
4. Owners shall be fully responsible for any damage caused by their pets.

X. EXTERIOR STORAGE.

Enclosed storage buildings are allowed and recommended. Design and placement must be approved by the Board of Directors and Architectural Committee in accordance with the Architectural standards. Any exterior storage of personal items (i.e., tools, camping equipment, decorations, ladders, etc.) must be at the rear of the living unit or carport and shielded from the street and adjacent units.

XI. GARBAGE AND REFUSE DISPOSAL.

The day for trash removal is established by the waste disposal company. Trash containers placed in the street for pick-up should be placed approximately three (3) feet apart. All rubbish, trash, landscape trimmings and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, and other waste shall be enclosed in sanitary containers with tight lids provided by the trash company. Because of marauding animals native to this area, it is recommended that precautions be taken so that containers cannot be tipped over and contents scattered. Trash containers must be stored at the rear of the carport or behind the residence with as little visibility as possible from the street.

All wood piles, storage piles, etc. shall be screened and concealed from view of other units, streets and common areas.

XII. RADIO AND TELEVISION ANTENNAS.

No television or radio antenna, tower or satellite dish may be erected without prior written consent of the Architectural Committee and Board of Directors. No overhead wiring (telephone or electric) or other wire, rope or cable shall be placed on said property above ground. Satellite cable receivers must be placed at rear of home (end furthest from street).

XIII. RENTAL/LEASE OF MOBILE HOME.-

Lease Restriction. So as to achieve a stabilized community of Owner-occupied properties, to avoid artificial inflation of prices caused by re-sales by speculators, and to ensure compliance with secondary mortgage requirements, upon transfer of interest in a Unit, the recipient(s) of the transfer shall not lease the Unit until they have physically resided in the Unit as their primary residential dwelling continuously for at least two (2) years.

No Living Unit or Mobile Home plus Living Unit combination may be rented or leased except for a limited time and in no instance to exceed a period of six (6) months in any twelve (12) month period, beginning at the date of occupancy without the prior written permission of the Board, which shall not be unreasonably withheld. All leases must be made expressly subject to the provisions of this document, including the Rules and Regulations as adopted by the Board from time to time. (CC&R's 8.8)

- A. Application: The restriction applies as follows: (i) for corporations, a shareholder with a majority shareholder interest must reside in the Unit; (ii) for partnerships, a partner with a majority partnership interest must reside in the Unit; (iii) for any other legal entity, the majority owner of the entity must reside in the Unit.
- B. Exemption: This restriction shall not apply to Units transferred into a trust for estate planning purposes.

XIV. ENTRY UPON RESIDENT'S LIVING AND SPACE UNIT.

No officer or agent of the Homeowners Association shall have the right to enter the mobile home owned or occupied by a resident in the Community without resident's written consent, except as follows: (pursuant to Section 789.26 of the Civil Code.)

- A. For emergency maintenance of utilities;
- B. In case of emergency;
- C. If the mobile home has been abandoned.

Entry shall not be made in a manner or at a time which would interfere with the resident's quiet enjoyment of his premises. The Maintenance Department reserves the right to enter a resident's property to access a common area with three (3) days (72 hours) prior notice to Homeowner.

XV. USE OF RECREATIONAL FACILITIES BY TENANTS.

- A. Persons eligible to use facilities: All common area recreational facilities are for the use of owners or their tenants and their respective guests. These recreational facilities are not to be used by owners

who do not reside within the project during the period of rental to outside party; the facilities are then to be used by occupying tenants. Owners are responsible for their tenant's violations of rules and for damage to the common area(s) by a tenant or guest.

- B. Reservation of Clubhouse: All affairs not relating to the Madrid Manor Social Club require written request indicating responsible party. A \$100.00 refundable deposit (payable thirty (30) days in advance) will be required for use of the Clubhouse.

C. RESTRICTIONS:

1. Party must be for personal use of resident (such as a birthday, wedding, anniversary). No sales promotion parties or gatherings will be allowed. No person, group or organization may reserve any of the common area facilities for the purpose of selling or for producing a profit. Such meetings would include, sales, dues, membership fees, etc.
2. Attendance is limited to two hundred (200) persons.
3. Private parties shall start no earlier than 9:00 A.M. and shall end no later than 10:00 P.M, and will not exceed four (4) hours in duration.
4. The Clubhouse cannot be reserved for the day before any Park or Social Club activity which requires set-up time.
5. Usage is limited to the Clubhouse dining area, kitchen, and restrooms. Poolroom, card rooms, exercise room, library, pool and spa are all off limits.
6. Madrid Manor Social Club activities and Association meetings have priority.
7. The resident owner responsible must stay until all guests have gone.
8. No balloons are allowed inside the Clubhouse. Any balloons outside shall be removed by resident at end of event.
9. The Association may deduct the cost of any damage or additional cleaning required from the deposit. Homeowner will be required to pay for any damages exceeding the deposit.
10. Serving of alcohol could require a permit from Alcohol Beverage Control (ABC).
11. The Resident must sign a Hold Harmless Agreement.
12. The clubhouse or other facilities such as small clubhouse, tennis courts or pool, may not be used for commercial purposes other than those endorsed by the Association in which all homeowners and their assigned tenants may participate. Reservation of the facilities by outside organizations, whether or not requested by a homeowner or assigned tenant is not permitted. (See Item #1 above)

- D. Guests: Guests may use the recreational facilities ONLY WHEN ACCOMPANIED BY A RESIDENT. Exception: The swimming pool and Jacuzzi may be used by adult guests with a pass issued by the Madrid Manor Office. Passes are for time specified and may be renewed. Children of guests may use the swimming pool during hours posted, but only if accompanied by a resident or

adult guest with a pass.

E.. Smoking: No smoking is allowed in the Clubhouse, Small Clubhouse or any other Madrid Manor building at any time. There will be no smoking inside the perimeter wall and fence surrounding the main clubhouse. No smoking will be allowed within ten (10) feet of any common area building entrance.

F.. Alcohol: Dispensing alcohol in the Clubhouse or in any other common area facility is prohibited unless a permit from Alcohol Beverage Control (ABC) has been obtained.

G. Tennis Courts: Guests must be accompanied by a resident and must play in accordance with posted rules.

H. Children:

1. A “child” is defined as any person under age 18.

2. Children who are guests of residents must be under the supervision of an adult resident in all common areas at all times (putting greens, pool area, stairs, paths around ponds, etc.).

I. Swimming Pool and Spa:

1. All posted rules must be observed.

2. NO GLASSWARE is permitted in the Pool and Spa areas.

3. NO ONE UNDER FIFTEEN (15) YEARS OF AGE IS ALLOWED IN THE SPA.

4. Minimum age of four (4) years is established for use of the swimming pool; however, persons of any age who require diapers are not allowed in the swimming pool or Spa.

5. Swimming hours for children:

10:00 A.M. TO 2:00 P.M. DAILY

6. No soap or shampoo will be allowed in the showers due to safety concerns.

7. Showers are required before entering the Pool or Spa.

8. Pool and Spa hours are:

Nov.-April POOL: 8:00A.M. to 4:30P.M. SPA: 8:00A.M. to 10:00P.M.

May-Oct. POOL: 8:00A.M. to 10:00P.M. SPA: 8:00A.M. to 10:00P.M.

Pool will be closed if the air temperature is 65 F or less, when it is raining, during extreme wind conditions or when routine maintenance or repairs are necessary.

J. Exercise Equipment: The minimum age for a person to use the Madrid Manor weights and exercise equipment is sixteen (16). All non-resident guests must be accompanied by an adult Resident. Persons using this equipment do so at their own risk and should exercise all due caution.

- K. Liability: The Association will not be liable for loss, damage, or injury to persons or property in any manner involving the use of any common areas by resident owners, their guests, subtenants, and/or dependents.

XVI. ARCHITECTURAL CONTROL.

- A. General: No improvement or structure of any kind shall be commenced upon the property, nor shall any improvement of any kind be made until same has been approved in writing by the Architectural Committee and the Board of Directors. It is strongly recommended that prior to submission of any application for changes or improvements, a copy of the Architectural Committee Guidelines, available from the Office, be reviewed.

1. Plans and specifications showing the nature of such improvements, alterations, etc., shall be submitted to the Architectural Committee for approval as to the quality of workmanship and design/harmony of external design with existing structures; and as to location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of the owner to paint the interior of his unit any color desired.
2. No major landscaping of patios or yards visible from the street or from common areas shall be undertaken by any owner until plans and specifications showing nature, kind, shape, and location of the material shall have been submitted to and approved by the Architectural Committee and the Board of Directors.
3. Eaves and awnings of any mobile home shall not extend into any common area. This provision shall also apply to fireplaces, stairs, door stoops, and similar architectural features, and to outbuildings.
4. No workmen shall begin outdoor work prior to 8:00 A.M. or after 5:30 P.M.
5. Any and all outside major projects shall be completed within a 3-month period.
6. All workmen or contractors hired by the owner must abide by the "Rules and Regulations". The owner is responsible for their conformation to these Rules.
7. Solar installation requires a "Solar Contract" to be signed. See Office for details.
8. Perimeter Wall: Walls around the perimeter of the Community shall have nothing attached to or built on top of the wall by the individual resident. There shall be no freestanding privacy screens or walls built that extend above the perimeter wall or above six (6) feet starting at lot level, whichever is highest.

B. Placement of New Manufactured Home on Space:

1. Prior to placing a manufactured home on any space in Madrid Manor, the Owner must apply for and receive written approval by the Architectural Committee and the Board of Directors by submitting an executed copy of the "Manufactured Home Placement Agreement."
2. When placing a manufactured home, owners shall comply with the following restrictions:
 - a. Each space shall have a front, side and rear setback line which shall be a minimum of

three (3) feet and shall be in conformance with the ordinances of the City of San Marcos or as exists on the date of recordation of Madrid Manor's CC&R's (Covenants, Conditions and Restrictions).

- b. No more than one (1) mobile home shall be placed on each living unit.
 - c. Minimum size of mobile home shall be double wide.
 - d. Each mobile home must have complete sanitary facilities and must be connected to sewer outlets in conformity with State and local health requirements, and shall meet with the approval of the Board of Directors.
3. Upon placement of a manufactured home on any space in Madrid Manor, Inc., the Owner shall within three (3) months of such placement do the following:
- a. Have exterior improvements, including skirting, approved by the Architectural Committee and the Board of Directors, completed and installed.
 - b. Have landscaping completed and approved.

XVII. VEHICLE REPAIRS.

No painting, spraying, or major car or truck maintenance shall be permitted on the property or on common ground.

XVIII. LIABILITY OF OWNERS FOR DAMAGE TO COMMON AREA.

The owner of each unit shall be liable to the Association for damage to the common area or its improvements caused by such owners, occupant of his unit (including renter), or guest, or by their pets. Liability of an owner shall be established only after notice to the owner and a hearing before the Board. In the event an owner disagrees with the decision of the Board on the questions of liability, the owner may petition a court of law or submit the matter to arbitration under rules of the American Arbitration Association.

XIX. DRAINAGE.

The surface of any living unit or part thereof in Madrid Manor Inc. shall not be re-graded without the prior consent of the Board of Directors. The owner will be responsible for drainage of the living unit. The living unit must not drain onto any other living unit or onto the common ground, except the street. Any changes in the grade, walls, or other support of adjoining property, be it an owner unit or common area, that is undermined or intruded upon is a violation and the offending party is liable for repair costs.

Mobile homes, patios, and carport areas must have down drain gutters extending to the street area to prevent erosion.

The owner shall permit free access by owners of adjoining units when such access is essential for maintenance of storm drains and drainage facilities for the protection and use of property other than the lot on which slope or drainage way is located. The owner of any living unit shall not in any way interfere with the established drainage pattern over his living unit from adjoining or other living units,

and he will make adequate provision for proper drainage in the event it is necessary to change the established drainage over his unit. For this purpose “established” drainage is defined as the drainage which occurred at the time of the overall grading of Madrid Manor Mobile Estates.

The Association shall maintain all storm drains and drainage way facilities within the private drainage easements in proper order, including keeping the facility free from debris and obstructions.

XX. LAUNDRY DRYING.

All drying wash shall be hung in an area designated for that purpose by the Board of Directors. Clothesline requests will be reviewed and approved by the Architectural Committee in accordance with guidelines.

XXI. MINIMUM AGE REQUIREMENTS.

Article VIII, Section 8.16 of our CC&R’s (as amended October 3, 2000) states the following Minimum Age Requirements: (See “Policy for Older Persons”)

“Each Living Unit shall be improved, used and occupied for private, single-family dwelling purposes only. No living unit shall be occupied as a permanent residence unless at least one person in residence is an “older person” at least 55 years of age as defined in Section 51.3 of the California Civil Code, and each other resident, if any, shall be at least forty-five (45) years of age, except for the spouse, cohabitant, or person who provides primary physical or economic support to a resident older person.

Temporary residence by any other person of less than forty-five (45) years of age shall be permitted for a total period not in excess of sixty (60) days in any twelve (12) month period.”

NOTE: Decision regarding exceptions for resident’s mentally or physically impaired or disabled dependents will be made on a case by case basis by the Board of Directors.

XXII. MAINTENANCE OF LIVING UNITS.

All living units, landscaping, and improvement shall be maintained and kept clean in a manner which meets the approval of the Architectural Committee and the Board of Directors. No trash, garbage, pet droppings, or other waste may be kept on any living unit. In the event these are not maintained in such a manner, the Board of Directors shall have the right to furnish the labor and/or materials necessary to bring said living unit (including landscaping and/or improvements) up to a standard that meets its approval and to maintain them according to such a standard upon service by the Board of a fourteen (14) day notice specifying the work to be done and an estimated cost, not to be exceeded.

The amount the owner is obliged to pay shall constitute a lien on the living unit and shall be payable within ten (10) days after billing is submitted. Any such charge which is not paid on time shall bear interest from the date at the rate of twelve percent (12%) per annum. The Board of Directors shall be entitled to enforce its rights by following the procedure provided for the sale of real property in the State of California.

XXIII. ENFORCEMENT OF RESTRICTIONS.

Should an Association member have a complaint concerning violation to the By-Laws, CC&R’s, or Rules and Regulations, that complaint must be presented to the Board of Directors in writing and should use the appropriate form available in the Madrid Manor Office. All complaints must be

signed. Anonymous letters will not be considered. Board action will be documented and a letter sent to the Association Member.

XXIV. COMMUNICATIONS

- A. Channel 12 and Monthly Bulletin: Allowable items are Social Club announcements, Maintenance and shut-off notices, birthdays, anniversaries, new homeowners, “For Sale”/ “Wanted” items, estate sales, and upcoming meetings.

Items not allowed are: Racial, ethnic, religious slurs, derogatory statements, political, self-serving/personal agenda, advertising for business.

ALL NOTICES MUST BE SIGNED.

- B. Bulletin Board: Allowable items are advertising, upcoming events, announcements, such as births, memorials, and notice of meetings.

Items not allowed: Racial, ethnic, religious slurs, derogatory statements, political, self serving/personal agenda.

ALL NOTICES MUST BE SIGNED.

- C. Mail Clips: Allowable items include statements, bulletins, social events, community notices.
NOTICES AND/OR OTHER MATERIALS MUST BE SIGNED.