

MONACO MAINTENANCE CORPORATION
RULES & REGULATIONS MANUAL
(updated by B&W 3/28/2019)

BOARD ADOPTED JUNE 11, 2019

PREFACE

Condominium living requires the full cooperation of all residents. It is important that all owners / residents, familiarize themselves with the rules and regulations in order to ensure that all residents of Monaco enjoy the quality of life to which they are entitled.

The Board of Directors of Monaco Maintenance Corporation ("Maintenance Corporation") pursuant to the authority granted to it in the Maintenance Corporation's Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), has established the following Rules & Regulations, some of which may reiterate restrictions or provisions of the CC&Rs. The success of a condominium project is founded on the basic principles of common decency, respect and consideration for the basic rights of our neighbors. This Rules & Regulations Manual will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules & Regulations and the authority for their enforcement are contained in the CC&Rs and the By-Laws, which are provided to every homeowner. **This Rules & Regulations Manual is intended as a supplement to and not a replacement for, the CC&Rs.** All provisions of the CC&Rs remain in full force and effect (unless superceded by law), and must be adhered to by all owners and tenants. It is the responsibility of owners to make their tenant(s) aware of the provisions and restrictions of the CC&Rs, By-Laws and Rules & Regulations (collectively, the "Governing Documents"). **However, it is the owner, as a member of the Maintenance Corporation, who remains responsible for the conduct of his or her tenant(s) and their guests.**

The Board of Directors establishes and enforces the Rules established for Monaco Maintenance Corporation, manages the financial affairs of the Maintenance Corporation and oversees the operation and maintenance of the Maintenance Corporation facilities. In each of these areas the Board of Directors is assisted by a professional management company and various Board-approved committees.

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MONACO
RULES & REGULATIONS

1. **OBJECTIVE**

The main objectives of the Monaco Rules & Regulations are to:

- Establish minimum rules and regulations to promote each homeowner's enjoyment and use of the Monaco Common Property and Association Maintenance Areas, and to assist in maintaining uniformity in appearance and use.
- Establish a mechanism for enforcement of the Rules & Regulations.
- Establish a fee/fine schedule for violations of the Rules and Regulations.

2. **DEFINITIONS OF TERMS USED HEREIN:** Terms used herein shall have the same definition as set forth in the CC&Rs, unless a different definition is specifically provided.

3. **GENERAL INFORMATION**

- (1) **Board Meetings:** Board meetings are held monthly. Members shall be given an opportunity to address the Board during the open forum portion of the meeting. Members time to address the Board shall be limited to 3 minutes, to ensure adequate time for the Board to conduct Association business.

In order to facilitate the business of the Association, including communication and deliberation among the Board Members and others present at Board and member meetings, no video cameras or audio recordings will be permitted to be operated during the meetings of the Board of Directors or members. Any exception to this rule must be approved by the Board of Directors prior to the meeting at which the recording is proposed to be made and must be for the sole purpose of management's preparation of the minutes of such meeting. Any recording made for this purpose will be destroyed immediately after approval of the minutes for which the recording was made. This rule carries with it the fines as specified in these Rules for non-adherence to Association rules.

- (2) **Annual Membership Meeting:** The Annual Meeting of the Membership is held in March of each year. The primary purpose of the Annual Meeting is the election of new members to the Board of Directors. Prior to the

Annual Meeting a Request for Candidates will be sent to the membership. Any interested homeowner should complete the candidacy statement and return it to the Management Company by the date indicated on the materials. Notice of the election, proxies and any other pertinent material will be mailed to all homeowners prior to the Annual Meeting. PLEASE RETURN YOUR SECRET BALLOT, PROXY OR ATTEND THE MEETING to ensure that the Association meets quorum requirements.

4. **PROPERTY RULES**

- (1) The submission of an architectural application (attached) and prior approval by the Architectural Control Committee is required for any work of construction, alteration or improvement to an owner's unit. (See CC&Rs Article XI)
- (2) Damage to Common Property is prohibited. After notice and hearing in accordance with these Rules, the cost to repair any Common Property damage caused by an Owner, or such Owner's family, guests, invitees, tenants, lessees or pets may be assessed to the responsible Owner.
- (3) Flower bed signs and decorations are not permitted in the common areas. Anything placed in the common area flower beds and/or grass may be removed and discarded without notice. Any plant material placed in the common area flower beds by any resident may be removed and discarded.
- (4) Bicycles, tricycles, skateboards and other wheeled vehicles and toys are prohibited from being used or left on lawns, landscaping and in any of the recreational areas/facilities. Pedestrians always have the right-of-way on walkways. Walkways shall not be used for storage of these or any other items.
- (5) No owner has the right to alter, paint, decorate, remodel, landscape or adorn any part of the Common Property without the written consent of the Board of Directors.
- (6) Hose bibs are located next to garage doors. If you use a garden hose or other equipment, the hose and equipment must be detached from your outside bib and returned to the inside of your garage and out of sight when not in use.
- (7) No aluminum foil, paint, newspaper or similar covering shall be applied to the windows or doors of any residence or garage. For aesthetic reasons, the exterior facing side of any window treatment, that is visible from outside the unit, must be a solid, neutral color, i.e., white, cream, gray, etc. with no patterns.

- (8) No covering, including window tinting of any sort, may be placed over the garage door windows.
- (9) No decals, stained glass or other ornamentation may be placed on the exterior or interiors of any window of any unit or garage, with the exception of holiday decorations which must be timely removed after the holiday, as stated further in these rules.
- (10) Prior written approval of the Board is required for window tinting of Condominium Unit windows, and may be only one of the approved window tints made by Vista Window Film:
 - Soft Horizons (V-33 SR CDF) rejects 56% of total solar energy and blocks out over 99% of ultraviolet rays, OR,
 - Mirage (V-38 SR CDF) - Rejects 56% of total solar energy and blocks out over 99% of ultraviolet rays
- (11) A bulletin board has been provided in the weight room for anyone who wishes to post community-related information. Any post deemed inappropriate in the sole discretion of the Board may be removed without notice to the owner/resident who posted it. The mail boxes are not bulletin boards and nothing may be placed therein (other than official US Mail delivered by the US Postal Service) and/or posted/attached to the exterior.

5. **SOLICITATION**

Unless previously approved by the Board of Directors, a homeowner, resident, sales agent, etc. may not distribute solicitation materials within the community. Anyone distributing authorized solicitation materials must clean up and/or remove the materials not picked up by the residents within three (3) days of distribution.

6. **SIGNS, POSTERS, FLAGS AND BANNERS**

Except for the signs and posters permitted below, no sign or poster may be displayed in or upon any part of the property without the prior approval of the Association's Architectural Committee. Any permitted signs and posters shall be maintained in good repair and in a neat and attractive condition at all times.

(1) **For Sale/Rent Signs**

Any "For Sale" or "For Rent" signs must be placed WITHIN the Unit and must be of customary and reasonable size not to exceed 18" x 24" and of a professional quality. If you do not have a window that is visible from the

street or alley, you may apply in writing to the Board for permission to affix a sign to the front of the garage door. No such signs may be placed or posted in the common area, but shall only be posted in a window or magnetically to a garage door. Such sign must also comply with the City's requirements for such signs and Civil Code § 712-713.

(2) Noncommercial Signs and Posters

(a) Such signs and posters may be no larger than 9 square feet (3 x 3'); must be constructed of acceptable materials; and must conform with City, State and Federal law. Such signs may only be displayed from within an owner's unit or exclusive use balcony or patio. "Acceptable materials" are paper, cardboard, cloth, plastic or fabric. Unacceptable materials are lights, roofing, siding, paving materials, flora or balloons, or any other similar building, landscaping or decorative component, including the painting of architectural surfaces. (Civil Code Section 4710)

(b) For purposes of signs and posters permitted by this paragraph, the method by which the sign or poster is posted or displayed must be included within the nine (9) square feet size limit, otherwise, the method by which the sign or poster is displayed must be approved by the Architectural Committee. Signs may not be attached to any exterior wall or any other part of the condominium building, as these are Common Areas.

(3) Flags and Banners

Except for the United States flag, no flag or banner may be displayed in or upon an owner's exclusive use balcony or patio, without the pre-approval of the Association's Architectural Committee, or ever on any Common Area. Flags and banners shall be maintained in good repair and in a neat and attractive condition at all times. A resident may display a flag of the United States made of fabric, cloth or paper, displayed on a staff or pole only (not attached, affixed or secured to any common area wall, railing, wood fascia, or any other Common Area), or may be displayed in a window. (Civil Code Section 4705)

7. **TRASH**

- (1) Every Resident must keep the collection containers in the Resident's garage and out of sight at all times, except as provided below for trash collection.
- (2) Trash containers may not be set out prior to 6:00 p.m. the day before collection. All trash containers must be put away within the Resident's garage on the same day as the trash is collected, no later than midnight of the trash collection day.

- Christmas trees may not be placed outside for pick up before the first trash collection day after Christmas. Trees over six feet tall must be cut in half before they are placed out for collection.
 - Christmas trees may not be placed outside for collection prior to 6:00 p.m. the day before collection.
- (3) With the exception of Christmas trees, all trash must be placed within the containers provided by the City. Anyone who leaves trash outside their trash containers may be assessed the cost of removing it from the property, after notice and hearing.

8. **ANTENNA AND SATELLITE DISH INSTALLATIONS**

- (1) Installation Areas: A satellite dish or antenna may only be installed in areas under an owner's exclusive use and control, such as an owner's balcony or patio. Except as otherwise allowed below, satellite dish or antenna may NOT be installed in or upon the Association's common areas, including but not limited, the roof, building exterior, siding, etc.. The only exception is that, subject to prior written approval of the Association's Architectural Committee, a satellite dish may be attached to the wood fascia only beneath the window on first floor patios or the wood fascia only on the upper unit balconies, subject to all other conditions herein.
- (2) Types of Satellite Dishes and Antennae: Only the following types of satellite dishes and antennae may be installed:
- a. Satellite Dishes. Satellite dishes designed to receive video programming service, including multi-channel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, that are one meter or less in diameter.
 - b. Broadcast Antenna. Antennae designed to receive television broadcast signals, including direct-to-home satellite service only if an acceptable quality signal cannot be received via an indoor antenna (e.g., an antenna mounted in an attic, "rabbit ears," etc.) and the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal.
 - c. No amateur/ham radio and/or CB radio transmissions are allowed anywhere in the Monaco community.
- (3) If installed within an owner's exclusive use patio or balcony, the following conditions apply:

- a. If NOT attached to the fascia, then prior approval is not required. However, only a free standing tripod can be used to mount the satellite dish or antennae, and no exterior walls, fence, railing, or patio/balcony floor surface may be punctured or pierced.
 - b. For safety reasons, satellite dish or antenna must be located *wholly* within the patio or balcony space and no part of the satellite dish or antenna may extend beyond or hang over such boundaries.
 - c. Only one satellite dish or antenna may be installed per unit.
- (4) Attachment of a satellite dish or antenna upon the Common Area fascia of the balcony or patio is allowed, subject to the following conditions:
 - a. Prior to installing your satellite dish upon the Common Area fascia, you are required to submit an application to the Association's Architectural Committee and obtain the AC's prior approval before such installation.
 - b. No part of the satellite dish or antenna may extend beyond or hang over the boundaries of the patio or balcony.
 - c. Only one satellite dish or antenna may be installed per unit.
- (5) Damage to Common Area: Any repairs of damage to the Common Area or other Association maintained property caused by or related to an owner's installation, maintenance, or removal of a satellite dish or antenna will be assessed to the responsible owner, after notice and hearing.

9. **QUIET ENJOYMENT**

- (1) No Resident shall permit any activity to be performed or any substance or materials to be kept anywhere at Monaco which will obstruct or interfere with the rights of quiet enjoyment of the other Residents of Monaco, or annoy them by unreasonable noises, odors, fumes, etc., nor will any Resident commit or permit any nuisance on his Condominium.
- (2) The Board shall have the right to determine in accordance with the provisions for Notice and Hearing set forth in the by-Laws and herein, if any noise, order, interference or activity producing such noise, odor or interference constitutes a nuisance.
- (3) In general, all noise shall be kept at a level that does not unduly disturb your neighbors or the other Residents and may not be plainly audible outside any residence, building or vehicle.

10. **HARASSMENT**

Residents are prohibited from verbally or physically harassing, annoying or threatening Maintenance Corporation employees, vendors or volunteers. Complaints regarding Maintenance Corporation employees, vendors or volunteers should be presented in writing to the Board of Directors, in care of the Management Company.

11. **HAZARDOUS ACTIVITIES**

- (1) No firearms shall be discharged within Monaco.
- (2) Any activity or condition which endangers the health or safety of others is prohibited. Nothing shall be done or kept in any Unit or on the Common Property which will increase the Maintenance Corporation's rate of insurance or cause it to be canceled.

12. **HOME BUSINESSES**

- (1) Residents may not conduct any trade or operate any business within Monaco beyond the operation of a home-office which shall be restricted as follows:
 - (a) There may be no external evidence of such activity; the business or its operation may not be apparent or detectable by sight, sound or smell from outside the boundaries of the Unit;
 - (b) The patrons or clientele may not visit the Unit or park automobiles or other vehicles within Monaco;
 - (c) No such activity may increase the liability or casualty insurance obligation or premium of the Maintenance Corporation; and
 - (d) Such activities must be consistent with the residential character of Monaco.
- (2) Garage sales are not permitted at Monaco.

13. **PETS**

- (1) Residents may keep no more than two (2) animals (i.e., dogs, cats, birds), provided they are not kept, bred or maintained for commercial purposes.
- (2) No pets may be kept at Monaco which, in the determination of the Board, may result in an unreasonable annoyance to other Residents.

- (3) No dog may enter the Common Property except while on a leash which is being held by a person capable of controlling the dog. Animals may not be tethered to trees or any other fixture allowing them access to the common area property at any time.
- (4) Residents shall prevent their pets from damaging common area lawns, planted areas, trees or other property. Residents must carry appropriate “clean up” equipment when walking their pets and must clean up after them, disposing of the pet waste in a sanitary manner. Pet excrement on exclusive use balconies and in garages is not allowed.
- (5) Pursuant to the laws of the State of California, every person bringing an animal upon or keeping an animal at Monaco is liable to each and all persons for any injury or damage to persons or property caused by such animal.
- (6) Pets must be kept quiet. Excessive dog barking will be considered a nuisance.

14. **VEHICLE RULES/ PARKING RESTRICTIONS**

There are a limited number of on-street parking places at Monaco. All parking, other than Garage space and the Recognized Driveways listed in these rules, is Guest Parking. In order to ensure guest parking for all residents, the following rules have been established. Continuous compliance is important to prevent the towing of your vehicle.

A. **General Information**

- (1) The speed limit at Monaco is 15 mph.
- (2) All vehicles must be parked in such a manner that the rear license plate displaying valid registration is clearly visible.
- (3) No vehicle shall be stored anywhere within the community.
- (3) Any vehicle which has been left parked in the same place for 72 hours will be considered to be “stored” or “abandoned” and will be subject to tow.
- (5) Vehicles parked on the streets must be within 12” of the curb, and with the flow of traffic. No portion of any vehicle may block any part of any access way.
- (6) Only standard, passenger vehicles may be parked at Monaco. No recreational vehicle or any part thereof, such as a camper shell, may be parked anywhere in Monaco, including an owner’s garage. No trailer nor any vehicle towing a trailer may park anywhere in Monaco, nor may any

truck or other vehicle visibly storing/transporting any recreational vehicle or equipment be parked anywhere in Monaco. However, all such recreational-type vehicles may be parked in Monaco temporarily, for loading or unloading ONLY, and in no event, shall exceed 24 hours. (CC&Rs, Article IX, Section 11(b))

- (7) Commercial vehicles are allowed within Monaco ONLY for the temporary purposes of making deliveries, or service to the Association or a Resident. Commercial vehicles are defined, but not limited to, any vehicle (car, truck or van) that meets any one of the following criteria:
 - Equipped with external, contractor-type racks (bike and luggage racks are permitted)
 - Carrying visible equipment of the trade
 - Having logos, signs, phone number or any designation which advertises a business
- (8) No Resident may conduct major repairs on any vehicle within his/her garage, driveway or on any portion of the common area. Emergency repairs such as changing a tire, etc., which must be conducted in order to enable the vehicle to be moved to a proper repair facility, may be performed. Changing vehicle oil or any other automotive fluid is prohibited.
- (9) No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited anywhere within Monaco.
- (10) No trailer, truck, boat or recreational vehicle may be used as a living area anywhere within Monaco.
- (11) Parking is strictly prohibited in the following areas: grass covered areas, any landscaped area, red curbs/fire lanes, on or blocking sidewalks, in front of or blocking access to any fire hydrant, in front of or blocking mail boxes, and in front of any garage door whether or not you are the garage owner [except for the addresses listed below under Recognized Driveways].
- (12) **Garage doors must remain closed** except for exit or entry therefrom. Garage doors shall also remain closed during noise-related activities, such as social gatherings or during the operation of power tools.
- (13) No portion of any garage may be used for living space, and shall be otherwise maintained so as to accommodate the parking of the number of vehicles for which the garage was originally designed.

B. Vehicle Registration

Owners requesting a parking permit to park on the street must register their vehicles with the Association's patrol company. A copy of the registration for each vehicle showing the Monaco address, make, model, vehicle year and color will be required upon registration. In the case of a new owner, proof of residence will be required, however the initial registration will be accepted with a 14-day grace period in which to provide the updated vehicle registration.

C. Resident On-Street Parking

- (1) All Residents of Monaco are required to use their garage space for parking their vehicles. Garages may not be used to store recreational vehicles or other craft or vehicle not used for transportation.
- (2) Residents with more than two vehicles must register two vehicles for the garage spaces, and must register vehicles for the driveway, if the unit has a recognized driveway, before any on-street parking permits will be issued.
- (3) Anyone requesting on-street or driveway parking must also demonstrate that their garage is not being used for storage, used as a workshop, or for any other purpose which would prevent parking 2 vehicles inside the garage.
- (4) Residents with vehicles which are too large to safely fit into the garage must mail a request for a garage inspection to the patrol company with a check, payable to the patrol company (see phone list attached to these rules) in the amount specified to cover the administrative expenses. The patrol company will call you and set an appointment to inspect the garage and the oversize vehicle. If approved, you will receive an on-street or driveway parking permit for that vehicle.

The inspecting officer will adhere to the following guidelines:

- The garage may not be modified so as to prevent it from accommodating a standard passenger vehicle or truck. This means cabinets or shelves, which make the garage too small, are not criteria for issuance of an on-street or driveway parking permit.
 - If the vehicle can safely be parked in the garage, it will NOT be issued an on-street or driveway parking permit. The key word is "safely," not comfortably.
- (5) Resident parking permits and guest safelist permits are required and shall be enforced between the hours of 11:00 pm and 6:00 am.

D. **Recognized Driveways**

The following addresses have recognized driveways, which shall be used for parking before applying for a parking permit to park on the street. Vehicles parked in a driveway must not extend into or beyond the street and sidewalk. Only after the garage and recognized driveway are fully utilized for parking shall a parking permit be issued.

	<u>Address</u>	<u>No. of Driveway Parking Spaces</u>
On Menton Avenue:	7850 E. Menton Ave.	2
	7854 E. Menton Ave.	1
	7858 E. Menton Ave.	1
	7862 E. Menton Ave.	1
	7866 E. Menton Ave.	1
	7870 E. Menton Ave.	2
On St. Tropez Avenue:	1007 S. St. Tropez Ave.	2
	1011 S. St. Tropez Ave.	1
	1015 S. St. Tropez Ave.	1
	1019 S. St. Tropez Ave.	1
	1021 S. St. Tropez Ave.	1
	1025 S. St. Tropez Ave.	2
	1039 S. St. Tropez Ave.	2
	1043 S. St. Tropez Ave.	1
	1047 S. St. Tropez Ave.	1
	1051 S. St. Tropez Ave.	1
	1055 S. St. Tropez Ave.	1
	1059 S. St. Tropez Ave.	2
On Monte Carlo Avenue:	7904 Monte Carlo Ave.	2
	7906 Monte Carlo Ave.	1
	7908 Monte Carlo Ave.	1
	7910 Monte Carlo Ave.	1
	7912 Monte Carlo Ave.	1
	7914 Monte Carlo Ave.	2
	7940 Monte Carlo Ave.	2
	7941 Monte Carlo Ave.	1
	7943 Monte Carlo Ave.	2

Resident vehicles must first park within the resident's garage. Driveway parking is secondary to garage parking.

E. **Guest Parking**

- (1) Guests are allowed a maximum of (8) overnights in a (30) day rolling window.
- (2) If a guest vehicle is parked in the community between 11:00 p.m. and 6:00 a.m., then the Resident must call and notify the patrol company, and place the vehicle on the safe-list. The Resident will be assigned a confirmation for that vehicle.
- (3) If your guest will be staying longer than 8 days, you MUST request a variance from the 8-day safe listing time limit, in writing, from the Board of Directors. The circumstances of such extended stay and a complete description of the vehicle, its plates and the owner's name must be provided to the Management Company when the request is made.

15. **PATIOS AND BALCONIES**

- (1) Nothing may be draped over or hung on balcony railings, patio walls, or from windows. Clothes lines and drying racks must not be visible from the common areas.
- (2) Balconies and patios may not be used for storage of unused furniture, cabinets, cartons, automobile parts, bicycles, etc. Patios and balconies must be kept clean and tidy.
- (3) Nothing on the balcony may extend higher than the balcony wall, except the following: patio tables, umbrellas, wind chimes and bird feeders. All of these must be kept in good condition and be aesthetically pleasing.
- (4) The storage of any combustible items such as charcoal lighter or other flammable items on the patios, balconies or hot water closets is strictly prohibited. Small to standard sized propane gas barbecues may be stored within the unit's garage or patio, but must be stored away from the water heater.
- (5) Balconies and patios must be maintained in the as-built condition. No tile, carpeting, marble, or other floor covering of any type (except for a loose/removable outdoor carpet or rug), may be placed on any balcony or patio surface. The repair of any damage to the balcony/patio floor surface caused by the owner/resident's placement of items thereon shall be the financial responsibility of the unit owner.
- (6) Each Resident is responsible for maintaining the patio/balcony drain to remain clear and free-flowing. Drains should be tested periodically to make sure they are working properly.

16. **POOL/SPA RULES**

(1) **GENERAL RULES**

- (a) HOURS: 5 a.m. to 10 p.m.
HEATED: April 1 to September 30
- (b) Proper swimsuit attire is required in the pool and spa areas at all times.
- (c) Incontinent person must wear rubber pants over diapers or 'swim diapers.'
- (d) Showers are required prior to entering the pool or spa.
- (e) Pets are not permitted within the pool area for any reason.
- (f) Smoking is not permitted in the pool/spa areas within the community. This includes the main pool and the Positano and Gibraltar spas.

(2) **Safety**

- (a) THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. All persons using the pool area facilities do so at their own risk. For safety reasons, persons under the age of fourteen (14) must be accompanied and actively supervised by an adult (eighteen [18] years or older) while in the pool area.
- (b) Glass is not permitted in the pool area at any time. Only NONBREAKABLE containers are allowed.
- (c) No alcohol is allowed in the pool area.
- (d) No diving, running, pushing or horseplay will be permitted.
- (e) No bicycles, skateboards, skates, etc., are permitted in the pool area.
- (f) **LIFESAVING EQUIPMENT IS FOR EMERGENCY USE ONLY.**

(3) **Guests**

- (a) The pool and spas are for the exclusive use of the Residents of Monaco and their invited guests. Tenants and guests must be advised of the pool rules by the Owner. A Resident must accompany guests at all times.

- (b) Residents are limited to no more than four (4) guests per condominium unit at any time in the pool or spa areas. There is never exclusive use of the pool or pool deck. Reserving the clubhouse does not reserve the pool or pool deck.

(4) **Noise**

- (a) Noise must be kept at an acceptable and courteous limit at all times, in consideration of your neighbors who live in the area surrounding the pool and spas.
- (b) Audible noise, including but not limited to the playing of music in the pool area must be used with headsets only so as not to be heard by others.

(5) **Gates and Fobs**

- (a) A pool fob is issued to each original Owner. New Owners must obtain their fob from the previous owner.
- (b) Lost or stolen pool fobs may be replaced for \$150 per key by contacting the Management Company.
- (c) Pool gates shall not be left ajar or propped open for any reason. Gates shall remain closed and locked at all times. Please be sure that the gate shuts and locks when entering or exiting the pool area. For your own safety, do not open the gate for anyone you do not know.
- (d) Climbing pool or spa enclosure fences or tampering with gate locks is prohibited.

(6) **General Use**

- (a) To keep the pool area clean and neat, please dispose of all trash in the trash containers provided.
- (b) When you are finished using the spa, turn off the timer for the jets.
- (c) Do not tamper with the equipment in the equipment room.
- (d) No rocks, coins, marbles or similar objects are permitted in the pool area.

- (e) The furniture in the pool area is to remain at all times in the fenced portion of the pool area. Do not place furniture in the water. A towel must be placed over pool furniture when using suntan lotion.
- (f) Do not stand or attempt to stand on any of the furniture, or sit on the tables.

17. **WEIGHT ROOM**

(1) **General Rules**

- (a) Hours: 5a.m. to 12 midnight
- (b) The bottom lock can be opened with the pool gate fob during normal Weight Room hours. The top lock is electronic and unlocks automatically at 5 am. and locks at 12 midnight.
- (c) The Weight Room windows are to remain closed at all times. The heater will be turned off in the colder seasons in order to accommodate the natural heat generated during your workout.

(2) **Safety**

- (a) Use of Weight Room equipment is at your own risk. Please read the safety information posted.
- (b) The Weight Room is open to all Residents of Monaco. For safety reasons, persons under 14 years of age must be accompanied and actively supervised by an adult, 18 years of age or older. As in all gyms, the equipment is not playground equipment and playing on or over the equipment is prohibited.
- (c) Smoking is not permitted in the weight room.

(3) **Care of the Equipment**

Please use a towel to wipe weight equipment clean after use.

(4) **Guests**

Use of the Weight Room is limited to Residents of Monaco, only. Guests are not permitted in the Weight Room, nor may non-resident owners use the facilities.

18. **TENNIS COURTS**

(1) **General Rules**

- (a) All courts are used on a first-come, first-served basis and may not be reserved.
- (b) Courts will open at a reasonable daylight hour and close at dusk.
- (c) Playing time is one (1) hour.
- (d) Play may continue beyond the time limit if there are no players waiting for the court.
- (e) Proper use of courts, court etiquette and common courtesy is presumed at all times.
- (f) All personal belongings must be removed when leaving the court area, including any trash.
- (g) Smoking is not permitted in the tennis court areas.

(2) **Safety**

- (a) Beverages must be in unbreakable containers. NO GLASS is permitted on the courts at any time.
- (b) Throwing of rackets or hitting balls against the windscreens is not allowed.

(3) **Care of the Courts**

- (a) No food is allowed on the courts at any time.
- (b) Proper tennis attire will be worn at all times. Only white-soled tennis shoes are allowed.
- (c) No basketball, roller skating, roller blading, skate boarding, bicycling, etc., is allowed on the tennis courts at any time. The tennis courts are exclusively for playing tennis.

(4) **Guests**

- (a) Tennis courts are for the exclusive use of the Residents of Monaco.

- (b) Residents are limited to three (3) guests (per condominium unit) at the tennis courts at any time. The Resident must accompany the guests at all times while using the tennis courts.

19. **CLUBHOUSE**

(1) **General Rules**

- (a) The clubhouse remains locked at all times and is accessible by reservation, only, through the Management Company.
- (b) Homeowners who are not current on their Association account, or who are out of compliance with any of the Rules and who have been notified of such noncompliance, may not reserve the clubhouse until the account is brought current and, in the case of noncompliance with Rules, until they have corrected the condition of noncompliance and provided proof of compliance to the Association Management Company and/or Board of Directors at a properly noticed Board Meeting.
- (c) The clubhouse may only be reserved for use by Residents of Monaco. Non-resident homeowners' rights to use the clubhouse pass with the Condominium Unit to the current Resident of that unit. Reservations submitted to the Management Company by a non-resident homeowner will be returned to the homeowner prior to the function and the function will be cancelled.
- (d) Any resident who reserves the clubhouse is responsible for its contents and any and all damage to any common area property which may occur during the course of the reservation. It is suggested that homeowners wishing to reserve the clubhouse ensure that their personal insurance coverage is in place sufficient to cover any incident that may occur.

(2) **Reservation Procedures:**

- (a) To reserve the clubhouse, please call the Management Company at least three (3) weeks prior to the function. Reservations may be made as far as 6 months in advance. Reservations will be accepted any time prior to two (2) weeks before the function date, as long as the reservation deposit and the processing fee are received by the Management Company 14 calendar days before the date of the function.
- (b) An application for the use of the clubhouse must be completed and returned to the Management Company at the time the reservation is made. A deposit, payable by personal check, to the Monaco

Maintenance Corporation in the amount of \$200 is required to reserve the clubhouse.

- (c) In addition to the \$200 deposit, a separate check in the amount of \$25, made payable to the Monaco Maintenance Corporation, is required to cover the costs of processing the paperwork. This \$25 processing fee is not refundable, and therefore may not be combined with the \$200 deposit check. If the checks are combined, the reservation will be cancelled.
- (d) Reservations will be accepted as long as the reservation deposit and the processing fee are received by the Management Company at least 14 calendar days before the date of the function. Reservations are not confirmed until the checks are received, and will automatically cancel, without further notice, on the 13th day before the function if the checks and application have not been received. It is the homeowner's responsibility to confirm that the checks and reservation form are received by the Management Company.
- (e) Upon receipt of the completed application, the \$200 deposit and the \$25 processing fee, you will be contacted by Association management (usually 24-48 hours prior to the scheduled function) in order to perform a pre-function inspection of the clubhouse and to obtain a key to the facility.
- (f) Clubhouse reservations **must** specify the start and end time of the function. Additional time required for set up and clean up must be specified separately. At no time may the event extend past 10:00 p.m. including clean up time.
- (g) This \$200 deposit is refundable, provided all rules have been complied with and there is no damage to the clubhouse or other common area. Noncompliance with these rules and/or common area damage may result in forfeiture of the deposit and possible imposition of additional fines, after notice and hearing.

(3) **Inspections**

- (a) At the initial inspection you will be asked to look over the clubhouse, and if any damage is noticed that you wish to have noted on the reservation form, you may do so. This will prevent you from being charged for damage to the clubhouse or its furnishings that may be pre-existing.
- (b) At the conclusion of the function, a post-function inspection of the facility will be conducted with a member of the Facilities committee

or Board of Directors. Assuming there is no damage or rules violations and the clubhouse key is returned, the deposit will then be returned to the Owner by the Management Company.

- (c) Post inspection will be scheduled at the initial walk through for a time within 24-hours of the event. Keys must be relinquished at the post inspection.

(4) **General Rules for Clubhouse Use**

- (a) No liquor may be served. No illegal substances are allowed.
- (b) Clubhouse events are limited to a maximum of thirty (30) guests, in accordance with the Fire Code.
- (c) No live bands, live instruments and/or music plainly audible from a distance of 20 feet from the clubhouse will be tolerated. No loud talking, shouting or rowdiness will be allowed. *All "party sounds" must be contained within the clubhouse.*
- (d) The Owner is solely responsible for the conduct and control of all tenants, guests and invitees, including the assurance of their departure from Monaco at the conclusion of the activity.
- (e) Clean-up must occur when the function ends. All trash must be deposited into the dumpsters (not the pool area trash receptacles). If the trash is excessive, the Resident must remove it from the clubhouse area to his or her own trash dumpsters.
- (f) All furniture must be placed in its original position. No fixtures may be moved. The furniture and fixtures may not be removed from the interior of the clubhouse, nor may they be stored in the weight room.
- (g) Smoking is not permitted in the clubhouse.
- (h) The Resident must close and lock all doors immediately following the activity and ensure that the pool gates and restroom doors are locked.
- (i) The pool area gates may not be propped open.
- (j) Two (2) Board Members, a Board Member along with a Security Guard, or if necessary, the police, may close the event if it becomes unduly noisy, rowdy or interferes with other homeowners' quiet enjoyment.

- (k) All clubhouse functions must conclude by 10:00 p.m., including clean up.

(5) **Use of the Pool and/or Pool Deck in Conjunction with the Clubhouse**

Reserving the clubhouse does not include reserving the pool and/or pool area. These areas may not be used in conjunction with a clubhouse reservation, including the barbecues on the pool deck.

20. **HOLIDAY DECORATIONS**

- (1) The following are holidays for which decorations may be displayed that are visible from the common areas:

- Valentines Day
- Easter
- 4th of July
- Halloween
- Thanksgiving
- Christmas and other nationally recognized December holidays

- (2) Holiday decorations may be displayed 30 days before the holiday and must be removed within 10 days after the holiday. Holiday decorations must be contained to the condominium exclusive use property and may not be attached, affixed to or secured upon any part of the common area building or other common areas, and shall not be placed or extend into the common area flower beds, grass, trees or roofs.
- (3) Lighting must be UL listed and approved, and must be turned off by midnight each night.
- (4) Holiday wreaths may be displayed on the front door by use of an over-the-door hanger. Wreaths and other holiday decorations may not be attached to the door in any manner. Wreaths of any kind are not permitted at any other time of year.
- (5) The Homeowner is responsible for any and all damage caused by the Resident's display of Holiday decorations. Should repairs be necessary to the door or other common area property due to the use of holiday decorations, the repairs will be made by the Association in accordance with the CC&Rs, then charged back to the Homeowner.

21. **RENTAL / LEASE OF CONDOMINIUM UNITS**

- (1) Owners are required to include in their lease or rental agreement a termination and/or eviction clause in the event of a violation of the Maintenance Corporation's CC&Rs, By-Laws or Rules & Regulations by tenant.
- (2) Homeowners who may rent, lease or otherwise provide tenancy of a condominium unit to another party other than the Homeowner, relinquishes all rights the Homeowner may have to the use of the amenities of Monaco, including the pool, spas, tennis courts, weight room, clubhouse and/or sauna. The right to use the amenities of Monaco passes to the current Resident of the condominium unit.
- (3) The Homeowner is responsible for supplying their tenant(s) with a copy of the current Rules & Regulations.
- (4) For emergency purposes, homeowners shall provide tenant information (i.e., name and phone number) to Management within seven (7) days of any change in tenancy. A copy of the lease/rental agreement shall also be provided to management, within this timeframe, from which private financial information, such as the rental amount, may be redacted.
- (5) It is the responsibility of the Homeowners to inform their tenant(s) of all rules, including parking rules, at Monaco. Parking rules take effect immediately upon residency in Monaco, there are no grace periods. Vehicles parked in violation of the rules, are subject to be towed and/or the owner fined, after notice and hearing.
- (6) Though the Maintenance Corporation will make every attempt to see that all tenants receive a copy of the Rules & Regulations Manual, **it is the Owner's responsibility to supply his or her tenant(s) with a current copy of the Rules & Regulations.** Tenants are responsible for knowing the rules. In addition, owners of rental units are responsible for notifying the Management Company of any change in tenants for the purpose of registering tenants' vehicles.
- (7) Owners are responsible for all actions and violations of their tenants and guests, and may be subject to fines for their tenant's violations, after notice and hearing.

22. **SURVEILLANCE CAMERA POLICY**

The Monaco Maintenance Corporation ("Association") has installed surveillance cameras in various common area locations throughout the Monaco Maintenance community, including but not be limited to the pool and barbeque areas. The primary purpose and benefits of the cameras are to help identify persons and/or vehicles that damage common area property, to deter trespassers from entering the community, to deter criminal activity, and to assist law enforcement officials should a crime or other unlawful event occur in the community.

The cameras may or may not be operational and/or monitored at all times. The Association reserves the right, at any time, to discontinue use of the cameras and/or remove them from the property. Members and residents should not rely on the cameras or the Association, for their own personal protection or safety, or that of their family members, tenants and guests, or for the protection or safety of their property. The Association makes no guarantees of safety and no representations that the community is safe or that the cameras will successfully deter trespassers or criminal acts committed by third parties.

The Association will only disclose surveillance camera footage to Board members, Association management, law enforcement and other governmental agencies in connection with alleged common area damage, trespass, criminal activity or other misconduct or liability; pursuant to a subpoena; or when disclosure is otherwise required by law. For privacy reasons, the Association will not release the footage to Association members or any other persons or entities, unless legally required to do so or by court order.

23. **ENFORCEMENT POLICY & FINE SCHEDULE**

If the Board of Directors of the Monaco Maintenance Corporation ("Association") receives a complaint from an owner/resident or observes that an alleged violation of the Association's governing documents has taken place, then the following steps shall be taken:

- (1) Notice of Violation. In its discretion, the Board may send a letter to the owner of the residence explaining the nature of the violation and the date upon which the alleged violation must be cured to avoid further action.
- (2) Notice of Hearing. If the violation is not cured within the timeframe set forth in the Notice of Violation letter, or, depending on the nature and severity of the violation, the Board decides to proceed directly to a hearing, a Notice of Hearing will be sent to the owner of the residence. The Notice of Hearing will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) a list of sanctions that may be imposed (i.e., fines and/or suspension of privileges), and (d) the time, date

and place of the Board meeting at which the violation will be addressed in a hearing in executive session. The Notice of Hearing shall be sent at least fifteen (15) days prior to the scheduled hearing date.

- (3) Hearing. On the date and at the time set forth in the Notice of Hearing letter, the Board of Directors will meet in executive session, regardless of whether the alleged violating owner is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating owner (either by written statement, evidence, or personal testimony) and any witnesses. The alleged violating owner shall have an opportunity to address the Board in his or her defense. If not in attendance, the owner may submit a written statement and/or other evidence/documentation for the Board's consideration. If the owner intends to be represented by legal counsel, then the owner must give the Board seven (7) days advance notice prior to the hearing, so the Board can have the Association's legal counsel attend the hearing as well.
- (4) Disciplinary Action. If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating owner by (a) levying a monetary penalty in accordance with the Association's Fine Schedule, (b) suspending the owner's membership privileges (including use of the recreational facilities), and (c) taking any other disciplinary or corrective action authorized by the governing documents; however, this does not relieve the owner's obligation to pay all assessments levied by the Association or to otherwise comply with the governing documents. Any such suspension shall be for a period of time not exceeding thirty (30) days for any non-continuing violation. In the case of a continuing violation, such suspension may continue for as long as the violation continues.
- (5) Written Findings. The Board of Directors shall provide the owner with a written notice of its findings and any disciplinary action imposed against the owner.
- (6) Internal Dispute Resolution. If the violation is not cured, the Association will proceed with "meet and confer" procedures pursuant to Civil Code Section 5915.
- (7) Legal Action. If the violation is not cured after Internal Dispute Resolution is offered, the matter may be turned over to the Association's attorney to commence legal action (alternative dispute resolution and/or litigation). Depending on the severity of the violation or other special circumstances, the Board may refer the matter to legal counsel at any time during the enforcement process.

- (8) Family Members, Tenants or Guests. Owners are responsible for the conduct of their family members, tenants and guests, and may be subject to disciplinary action/fines for their violations of the governing documents.
- (9) Damage to Common Area. Owners are responsible for costs incurred by the Association to repair damage to the common caused by the owner's negligence or that of the owner's family members, tenants or guest.
- (10) Parking Violations. Vehicles parked in violation of the governing documents are subject to being towed at the vehicle owners sole cost and expense.

Fine Schedule:

After Notice and a Hearing, the following monetary penalties may be imposed against an owner for violations of the Association's governing documents:

- 1. First violation: \$ 100.00
- 2. Second violation: \$ 200.00
- 3. Third and continuing violations: \$300.00

A continuing violation is a violation that is repeated within twelve (12) months after having been cured, or a violation that has never been cured and is ongoing.

Depending on the nature of the violation, the fines above may be increased in the discretion of the Board of Directors, including but not limited to violations that pose a safety threat to the community.

ATTACHMENTS

Application for Clubhouse Reservation

Architectural Approval Request

Incident Report



MONACO MAINTENANCE CORPORATION
APPLICATION FOR CLUBHOUSE RESERVATION

Resident Name: _____ Address: _____

Home Phone #: _____ Best Time to Call: _____

Date of Function: _____ Type of Function: _____

Hours: _____ am/pm to _____ am/pm Number of Guests: _____
(Not available after 10:00 p.m.) (Maximum 30, per Fire Code)



Contact Action Property Management, Inc. at (949) 450-0202 to make reservations.

Reservations must be made at least three (3) weeks in advance of the planned function; and the deposit check and processing fee must be received by the management company at least two (2) weeks in advance of the function, or no reservation will be taken. Reservations made where the deposit and reservation form are not timely received will be automatically cancelled.



Complete this form and return it to Action Property Management, Inc., 2603 Main Street, Suite 500, Irvine, CA 92614, along with your deposit check in the amount of \$200, and a separate check in the amount of \$25 both made payable to **Monaco Maintenance Corporation**. The reservation will not be accepted if the two checks are combined into one.



NOTE: The deposit check will be retained by Action Property Management and will be returned to you by Action IF the clubhouse is left clean and the furniture arranged in the same manner as at the time of the reservation, AND if no rules have been broken. The \$25 check is non-refundable.

- IMPORTANT -

The pool and pool deck, including barbecue equipment, are not included with the clubhouse reservations. Neither the pool nor the pool deck (which includes the barbecues) may be used during the time period reserved for clubhouse use. _____ (initial here)

Guests shall not exceed thirty (30). No exceptions.

No smoking. No alcoholic beverages. No pets. No live music or loud music (all sound must be contained to the clubhouse). No exceptions.

The resident is expected to return the clubhouse to a clean condition (sweep floors, mop as necessary, remove all trash to clubhouse dumpsters (**not** to the pool area trash receptacles).

Furniture and/or furnishings may **not** be removed from the interior of the clubhouse, nor may it be stored in the weight room.

Pool gate(s) may **not** be propped open.

Failure to comply with all the rules and procedures is cause for immediate cancellation of function, forfeiture of your deposit and/or fine.



You will be contacted by a Homeowner Representative of Monaco **24-48 hours prior to the function** to set an appointment to walk-through the clubhouse and review its condition. At that time you will be provided with a key. While you are in possession of the key, ***you are responsible for the clubhouse and its contents***. Another appointment will be set for the end of your function, to again review its condition and ensure that it is clean and all furnishings are in their original positions and condition, and to obtain the return of the clubhouse key.

NOTE: Do not expect that you will obtain the key prior to the day of your function, or that you may schedule a date after the day of your function for the final walk-through. The reservation is for one day only, and in some cases more than one function may be scheduled in one day. The entire function, including cleanup must be completed during this time period.

The Resident agrees to indemnify, hold harmless and defend the Monaco Maintenance Corporation, its directors, officers and agents, from any claims of loss, damage, injury or expense (including court costs and reasonable attorneys' fees) arising out of or in any way related to the Resident's use of the clubhouse and function held therein.

I certify that I have read and understand the Rules & Regulations of the Monaco Maintenance Corporation and agree to assume full responsibility thereof.

Resident Signature _____

Date _____

PRE-INSPECTION

_____		_____	
Resident Signature	Date	Monaco Representative Signature	Date

POST-INSPECTION

_____		_____	
Resident Signature	Date	Monaco Representative Signature	Date



MONACO MAINTENANCE CORPORATION
REQUEST FOR ARCHITECTURAL APPROVAL

Enclosed are two copies of my plans.

Name _____ Date _____

Address _____ Home Phone _____

Address _____ Business Phone _____

(If owner resides other than at Monaco)

City _____ State _____ Zip _____

General Description of Improvement(s)

I have read and agree to Article XI – Architectural Control-Approval, and Article IX – Use Restrictions, of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Monaco Maintenance Corporation.

Signature _____ Date _____

Attach a sketch, photograph or sales brochure illustration of proposed improvement and forward to:

Action Property Management, Inc.
2603 Main Street, Suite 500
Irvine, CA 92614
Phone: (949) 450-0202
Fax: (949) 450-0303

CONDITIONS:

If approval is granted for the above described improvement(s), I _____
Legal Owner of _____ agree to the following terms and
conditions: (1) a building permit will be obtained, if required; (2) I understand that all necessary
maintenance for the above improvement(s), now and in the future, shall be the financial
responsibility of the Legal Owner; (3) any extra maintenance due to the above addition or
alteration may be charged to the Legal Owner by the Monaco Maintenance Corporation; (4) I
agree to indemnify and hold harmless Monaco Maintenance Corporation, its directors, officers
and agents, for any damage or injury (or claims thereof) resulting from the above construction;
and (5) no part of the above improvement(s) shall be attached to the exterior of the
condominium building or any other part of the common area.
Signature _____ Date _____

For Board of Directors' Review

- ☐ Approved as submitted
☐ Approved subject to condition(s) outlined below:

- ☐ Denied for reason(s) stated below:

- ☐ Resubmission necessary as noted below:

Date

Board Member

Board Member

Board Member



MONACO MAINTENANCE CORPORATION
INCIDENT REPORT

Submitted By _____ Date _____

Address _____ Phone # _____

**DETAILED DESCRIPTION OF
INCIDENT:** _____

IF POSSIBLE, give name and phone number of any potential witness:

1. _____

2. _____

3. _____

I understand that in providing this information to the Association, my privacy is not guaranteed and that my identity may need to be disclosed to the alleged violator.

Signature _____

Submit to:

Action Property Management, Inc.
2603 Main Street, Suite 500
Irvine, CA 92614
Phone: (949) 450-0202
Fax: (949) 450-0303