

MENTONE Rules & Regulations

1. **Residential Use:** No parcel, part, portion, or subdivision lot of this property shall be used except for single family residential purposes. All Lot Owners are members of the Mentone Community Association, Inc.

2. **Size of Residence:** Each residence shall contain a minimum of thirteen hundred (1300) square feet of heated and air-conditioned floor space for living area, exclusive of garages or porches attached thereto. A two story house must have at least one thousand (1000) square feet of such floor space for living, exclusive of garage or porches, on the ground floor.

3. **Location:** No building shall be located on any Lot except within the setback and easement lines or accessory setbacks where applicable and so indicated on the recorded plat, except ground level swimming pools or patios if allowed by local ordinance and with Architectural Control Committee approval.

4. **Garages:** Each residential unit must be built with either a one or two car enclosed garage. Garage doors must be kept closed except when entering or leaving. Carports are prohibited. To convert a garage into a room, an owner must have Architectural Control Committee approval. There must be maintained paved parking space for two cars and landscaping planted in front of the former garage.

5. **Driveways:** All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the Architectural Control Committee. Drives must be paved to the curb and shall be continuously paved in any area meant for driving or automobile storage. Each house must provide for off street paved parking for a minimum of two cars. No motor vehicle shall be parked, stored or otherwise left on any unpaved area.

6. **No Temporary Living Quarters:** No trailer, tent, shack, garage or other outbuildings erected on a Lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

7. **Front Yard Sodded:** Upon construction of a residence upon a Lot, the front yard from the front line of the building to the curb line shall be sodded except in areas where other landscaping has been approved by the Architectural Control Committee.

8. **Fences:** No fence shall be constructed unless first approved by the Architectural Control Committee, nor shall any fence, structure, hedge, or improvement of any kind (excluding driveways and walkways) be constructed so as to interfere with the use of the public utilities easements reserved on the recorded plat along the property lines.
9. **Construction Time:** Except for unforeseen circumstances beyond the control of the Owner and approval by the Declarant, all residences shall be completed within nine (9) months from the start of construction of such residence.
10. **Repair of Damaged Premises:** Repair of any building damaged by fire or otherwise or the approved alteration of any building shall be completed as promptly as possible. Should the owner leave such building in an incomplete condition for a period of more than six (6) months, the Association is authorized and empowered to either tear down and clear the premises of the uncompleted portion of such structure or to complete the same at its sole discretion and in either event the expense incurred shall be charged against the Lot Owner and shall be a lien upon the land and premises involved as set forth hereinabove.
11. **Commercial Trucks, Trailers, Campers and Boats:** All commercial trucks, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description must be stored in a fully enclosed garage, or within a structure which has been architecturally approved in accordance with these covenants, or an area completely screened from view from any other lot or dwelling unit or Common Area. The only exception is during the periods of approved construction or repair on a Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.
12. **No Trade or Business:** No trade, business, service, professional care, instruction or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the Lot in this subdivision, nor shall any building erected thereon be used for such purposes, provided, however, that Declarant and/or its successors or assigns may construct, operate and maintain model home centers or temporary offices in the subdivision.

13. **Vehicle Maintenance:** Mechanical work on any type of vehicle must be done in the garage only. No disabled vehicle may be kept on any Lot or parked on any street for more than five (5) days.

14. **Vehicle Parking:** Vehicles of permanent residents shall regularly be kept parked in the garage or on the driveway and not in the street. Commercial vehicles may not be routinely parked in the street. Law enforcement vehicles are not to be considered commercial vehicles.

15. **Pets, Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any dwelling unit, except that dogs, cats or other household pets, other than pigs, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not run loose without a leash outside of the Owner's Lot or dwelling unit and provided that they do not become a nuisance or disturbance to other Owners.

16. **Drying Areas:** No clothing, laundry or wash shall be aired or dried on any portion of a Lot or dwelling unit exposed to view from any other lot, dwelling unit, the street or any portion of the Common Areas.

17. **Antennas:** Unless approved by the Architectural Control Committee, no outside antennae of any type, including, but not limited to, satellite disks or dishes shall be maintained or constructed on any Lot in the subdivision.

18. **Maintenance:** All Lots and improvements in this subdivision shall be kept in a good state of repair and appearance. Each Lot and improvements thereon, including lawns and shrubs, shall be kept and maintained in accordance with the maintenance standards of surrounding Lots. If Lots and improvements are not maintained in accordance with such standards, the Association, after duly notifying the Owner, may perform such maintenance and collect the costs thereof from the Owner and treat such costs as an assessment to that Lot as treated under Article IX of this Declaration. No land or improvement waste or damage shall go unrepaired.

19. **Window Coverings:** Each Owner shall install draperies, blinds, or other attractive window coverings in each residential window facing the street subject to review of the Architectural Control Committee. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

20. **Garbage Disposal:** No garbage, refuse, trash, rubbish or other waste material shall be kept or permitted on any Lot or in any dwelling unit except in approved sanitary containers with lids. Every such container shall be shielded from view by a wall or similar enclosure except when temporarily placed at curbside for pickup. No trash, grass, weeds, etc. shall be burned except in County approved receptacles.

21. **Garbage/Trash Containers:** The Mentone Community Association may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection.

22. **Signs:** No signs of any kind shall be displayed to the public view on the properties except signs installed by the Developer or approved by the Architectural Control Committee, except that one (1) real estate sign no larger than 18" x 24" may be placed on a Lot during the period in which said Lot or house is for sale or rent.

23. **Nuisances:** No noxious, offensive or hazardous activity shall be maintained upon any Lot, nor shall anything be allowed thereupon, which may become an annoyance or nuisance to the neighborhood. This also includes loud music at any time.

24. **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

25. **Liability:** Each member of the Association, and all members of each Lot Owner's family or such Lot Owner's guests or invitees using the Common Open Space areas do so at their own risk. Neither the Developer nor the Association shall have any responsibility for the safety or the security of persons using the Common Open Space. Each member of the Association waives all claims of liability against the Developer and the Association and agrees to hold the Developer and the Association harmless for all use of the Common Open Space by such member, such member's family, guests or invitees.

26. Common Open Space Area:

- a) Access to the Common Open Space is limited to members of the Association, immediate members of their families, and their guests and invitees, and to those persons maintaining any drainage or public utility easements or structures within such areas.
- b) Members of the Association may bring guests into the Common Open Space provided such guests are accompanied by a member or an immediate member of the member's family. Members who bring non-members into the Common Open Spaces are required to assume full responsibility and liability for their acts, safety, and well-being.
- c) Members who bring non-members into the Common Open Space agree to hold the Developer and the Association harmless for any injuries to such non-members.
- d) Persons not permitted access under (b) above, are not allowed in the Common Open Space and are considered trespassers on the property.
- e) The Board of Directors shall establish restrictions on hours of use on various parts of the Common Open Space for minor age children of members.
- f) Members may reserve portions of the Common Open Space for various group meetings within guidelines provided by the Board of Directors.
- g) No weapons may be brought onto Common Open Space areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bows and arrows, darts, or any device that is primarily a weapon or tool for hunting.
- h) No unauthorized removal or cutting of any plants or trees in the Common Open Space is permitted.

I) Each person is responsible for picking up and disposing his/her own trash, including animal waste products.

j) No motor vehicles shall be parked in any Common Open Space.

ARTICLE X
ADMINISTRATIVE REMEDIES FOR VIOLATIONS

Section 1. BOARD OF DIRECTORS OR COVENANT COMMITTEE:

The Board of Directors is responsible for the enforcement of the restrictive covenants set forth in Article IX. If it chooses to do so, the Board may appoint a Covenant Committee of not less than three (3) nor more than seven (7) members which shall also have the right to administratively enforce the restrictive covenants and other obligations of the Owners set forth in Article IX of this Declaration on behalf of the Association.

Section 2. NOTICE AND HEARING OF ALLEGED VIOLATION:

The Board of Directors, or the Covenant Committee if one is appointed, shall notify any Owner of any alleged violation in writing by mailing a copy of said notice first class mail to the Owner at the address as shown on the records of the Association, or by delivery of a copy of such notice to the Owner or any person at Owner's residence. Such notice shall specify the following:

1. The nature of the alleged violation.
2. The action required to correct the alleged violation along with any penalty to be assessed for the violation.
3. The time within which such action to correct the violation must be taken by the Owner.