

VISTA DEL PARQUE ASSOCIATION RULES & REGULATIONS

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VISTA DEL PARQUE

RULES AND REGULATIONS

Effective Date December 11, 2017

These Rules and Regulations are for the safety and well-being of the residents of the Vista del Parque ("Association") and for the enhancement of our property. Please be advised that the following overview is not exhaustive and does not relieve the owners of the obligation to comply with restrictions in the Association's governing documents (e.g., the Association's Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and Bylaws). Each owner should carefully review the Association's governing documents to ensure he or she is in compliance therewith.

Every owner, tenant and/or resident, and their respective family members, guests and invitees must obey the restrictions contained in the Association's governing documents. Owners are totally responsible for the failure of their tenants, family members, guests and invitees to comply with the Association's governing documents. Unless the context otherwise requires, Where the word, "owner", is used in this document, the words, tenant, renter and lessee, shall apply equally.

Please be advised that many portions of the Association's common areas are under video surveillance.

Finally, no owner or resident should disturb any member of the Board of Directors in their units (whether by telephone calls, e-mail or knocking on their doors). Any questions, complaints and/or requests for repairs should be made *via the following*:

- Association Website: www.vdphoa.com;
- Cammarata Management:
Attn: Mr. Steve Cammarata
Cammarata Management Inc.
2539 Narbonne Ave.
Lomita CA 90717
(310) 325-1110
- Letter to the Board of Directors:
Vista Del Parque HOA Board of Directors
c/o Cammarata Management Inc.
2539 Narbonne Ave.
Lomita CA 90717
(310) 325-1110

1. **GENERAL.** CC&R § 3.2 (a)

- 1.1 All walkways, driveways, circulation decks and access ways in the common areas shall be kept free of obstructions, trash, debris or any other material or object which is unsightly, unsafe or otherwise detrimental.
- 1.2 No persons may climb on or over fences, gates or railings.
- 1.3 Skateboarding shall be prohibited on all common areas.
- 1.4 Bicycles shall not be parked in open areas outside of the garage. Bicycle riding is prohibited in all areas.
- 1.5 Roller skating and field hockey are prohibited on all common areas.
- 1.6 No homeowner shall direct contractors hired by the Association or instruct them in any on their duties and tasks. Only the Board of Directors, or their appointed representative has the power to instruct, hire and fire contractors.
- 1.7 No shopping carts are permitted to be stored on the premises. It is illegal to possess them, and they are unsightly.
- 1.8 State, local laws and ordinances shall apply with respect to explosives, flammable liquids and all other hazardous materials kept on the project. No fuel powered vehicles may be kept within a unit. CC&R § 5.17
- 1.9 Owners shall be responsible for the actions of any person living in or visiting their units at any time. Damage caused by persons living in or visiting an owner's unit may be charged to an owner as a special assessment after notice and a hearing. CC&R § 5.20
- 1.10 Keys, combinations and passwords (Intellectual Property): Keys, combinations and intellectual property are the property of the association. No keys, combinations or intellectual property shall be given to a non-resident without the Board of Director's permission. If this information is given to a contractor or worker, once work has completed, the information must be change and keys returned.

2. **ALTERATIONS.** CC&R § 12

- 2.1 Prior Architectural Approval must be obtained by owners in accordance with Article XII of the CC&Rs for the following additions, alterations, or modifications: CC&R § 12.2 (a)
 - 2.1.1 Structural additions, alterations or modifications to the interior of a Unit or installations located therein, including, but not limited to, interior non-load bearing walls; CC&R § 12.2 (c)

- 2.1.2 Additions, alterations or modifications in any Unit, Exclusive Use Common Area or in, on or to the Common Area which will impair the structural integrity of any Unit, Exclusive Use Common Area, Common Area or the building(s) or which would structurally change the building(s) or reduce the fire rating of any fire-rated assembly (i.e. rated floor, wall, ceiling, roof, etc.); CC&R § 12.2 (a)
- 2.1.3 Installation of storage cabinets in parking spaces; CC&R § 5.9 (b)
- 2.1.4 Changes to electrical, HVAC, gas and plumbing lines inside walls of the units;
- 2.1.5 Any exterior painting; CC&R § 12.2 (a)
- 2.1.6 Any addition, alteration or modification which may affect the building's resistance to water intrusion or noise or which may affect the right to privacy and quiet enjoyment of any other Owner; CC&R § 5.6 (b)
- 2.1.7 Alteration of any improvement visible from the common area; CC&R § 12.7 (a)
- 2.1.8 Modifications to windows or doors; CC&R § 12.2 (a)
- 2.1.9 Modifications to balcony and patio surfaces; CC&R § 5.22 (b)
- 2.1.10 Installation or removal of Electrical Vehicle Charging Stations. CC&R § 5.8
- 2.2 The Board may compel the removal of any alteration made without Prior Architectural Approval. CC&R § 12.4 (b)
- 2.3 Owners retaining contractors for repair and remodeling shall ensure that any debris or other product of such activity will be removed by the contractor or owner and disposed of offsite. Association trash bins shall not be used for such disposal. CC&R § 5.8

3. SIGNS. CC&R § 5.2

- 3.1 Commercial signs: No commercial sign, poster, flag or banners shall be displayed from a unit to the public view of a unit except for one "for sale" or "for lease" of customary dimensions and dignified appearance inside a window. Additionally, an owner may post one "for sale" or "for lease" sign on the designated post in the common area. Signs on the sale post may not exceed 10 ½ by 24 inches and the bottom shall be provided to accommodate hangers. The sign shall identify only the number of the unit for sale, lease or rent, the realtor name and telephone number. CC&R § 5.2 (a)

- 3.2 Non-commercial signs: No owner may post any commercial or non-commercial signs in the common area. Only non-commercial signs which conform to Civil Code Section 4710 may be displayed from a unit. Non-commercial signs and posters (as defined by Civil Code Section 4710) larger than nine square feet and non-commercial banners or flags larger than fifteen square feet are prohibited. CC&R § 5.2 (b)

4. **TRASH DISPOSAL.** CC&R § 5.8

- 4.1 All trash shall be placed in the trash bins provided in the trash rooms. Garbage items which cannot be accommodated by kitchen disposal units shall be placed in sealed plastic bags before being deposited in the trash bins. Trash shall not be deposited outside the trash room or outside the trash bins. Spilled trash shall be cleaned up by the individual responsible. Trash restriction posters have been hung in each trash room.
- 4.2 Disposal of construction debris and/or waste in the common area trash bins is strictly prohibited.

5. **PETS.** CC&R § 5.5

- 5.1 A reasonable number of common household pets may be kept in a unit, provided that, with regard to dogs, no dangerous breeds are permitted as defined in Section 5.5 of the CC&Rs. CC&R § 5.5 (a, b, c)
- 5.2 Pets shall be allowed on the common area only when they are leashed and are under the supervision and restraint of someone capable of restraining such pet. CC&R § 5.5 (d)
- 5.3 After notice and a hearing, the Board may cause the removal from the project of any pet which the Board deems a nuisance. CC&R § 5.5 (b)
- 5.4 Owners are responsible for the conduct of all pets kept in or visiting such owner's unit including, but not limited to, any damage to the common area caused by such pets. CC&R § 5.5 (e)
- 5.5 Owners must immediately remove all excrement left by their pet in the common area. CC&R § 5.5 (g)
- 5.6 The owner or tenant of any pet brought onto the project or kept in a unit shall be responsible for immediate clean-up of the animal's waste. CC&R § 5.5 (g)

6. **ANTENNA.** CC&R § 5.10

- 6.1 For purposes hereof, an "Authorized Antenna" shall mean (1) a "dish"

antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; (2) an antenna designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and/or (3) an antenna that is designed to receive local television broadcast signals; or armature radio communications.

- 6.2 All antenna or other signal transmitting or receiving devices other than an Authorized Antenna are prohibited. Authorized Antennae in excess of one (1) meter in diameter are prohibited in the Project.
- 6.3 Authorized Antenna may not be installed in the common area without the prior written approval of the Board. This is so even if an acceptable quality signal cannot be received from within a unit or exclusive-use area.
- 6.4 Authorized Antenna may be installed in the exclusive use areas of a unit, provided that they may not be attached in any manner to the building including, but not limited to, any roof, eave, railing, wall or fence.
- 6.5 Authorized Antenna and related wiring and equipment shall, to the fullest extent possible, match the color of the building.
- 6.6 Authorized Antenna must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
- 6.7 Installation of amateur radio antennas shall be reviewed and approved by the Board of Directors on a case by case basis. Approval shall be based on such factors, including but not limited to, size, location, appearance, height, view from other units and/or common area, etc.

7. **PLANTERS.** (*Common Area*) CC&R 3.2 (a)

- 7.1 Planters of the approved number, size, color and material may be purchased by an owner and placed as shown in *the* Guideline Illustrations A through E attached hereto.
- 7.2 Planters shall be medium to large and terra cotta color or other colors and materials consistent with the architectural features of the complex. Material may be heavy duty plastic or actual terra cotta, drilled at the base for proper drainage. Medium size is 18" in diameter or square and 20" high and large 25" diameter or square and 20" high. No designs.
- 7.3 No plants/trees may exceed 8' that are planted in pots.

- 7.4 No wooden planters or houseplants are permitted in the planters.
- 7.5 Existing medium to large planters will be considered on a case by case basis with the goal of eventually exchanging for the terra cotta if they are not of a complementary color and style.
- 7.6 No personal plants, ground cover, herbs, vegetables or ivy may be planted in the Association planters.
- 7.7 From time to time, planters and plants may be added in currently vacant area by the Association Board represented by the Landscape Committee and at Association expense in a continuing effort to further enhance the large upper Common Areas.
- 7.8 Owners may add a reasonable number, not to exceed 3, of small plants and planters, of their individual choosing, to the entry to their unit. Planters and plants are to remain within the building footprint (under the building overhang). No plants or planters are to be added to adjacent walls outside the entry.

8. **PATIOS AND BALCONIES.** (*Owner Units*) CC&R § 7.5 (c)

- 8.1 Plantings in front patios shall not exceed the height of the railings and shall not be inter-woven into the railings. This will allow periodic painting and repair to the railings. Clinging ivy is not allowed on the main building and must be trimmed to sidewalk level on the outer patio walls. Any plantings with roots that may block or damage drains is not allowed. Area drains will be kept unobstructed to water flow and no obstacle to rapid access to the drain be permitted. Drains will be conspicuously visible to allow rapid emergency response. Potted plants are acceptable.
- 8.2 As consideration, for exclusive right to use by respective owners, maintenance of patios associated with individual units shall be the responsibility of the respective owners. All patios visible from the outside shall be kept in an attractive condition by the respective owner.
- 8.3 Plantings and shrubbery on back patios must be kept neat and trimmed. All planting must be confined within the patio walls. To maintain privacy, bushes and planter boxes on the back wall may be up to three (3) feet above the wall, but must be confined within the patio walls.
- 8.4 Balconies shall be kept in a neat and clean condition.
- 8.5 No storage of personal property is permitted on balconies or on patios.
CC&R § 5.4
- 8.6 Other than potted plants, planter boxes or other decorative items, no articles

shall be hung or shaken from doors, windows, railings or balconies of any unit.

8.7 No modifications to balconies or patios shall be made without prior written approval by the Board of Directors.

8.8 The total weight of balcony furniture and potted plants may not exceed 400 lbs. Plants and furniture shall be reasonably placed and spaced apart as to not over-load or cause distress to the balcony or building structure.

9. **PATIO/BALCONY FURNITURE.** (Common Area Upper Level) CC&R § 3.2 (a)

9.1 Furniture of approved number, type, material and color may be purchased by owner and placed as shown in the attached Guideline Illustrations. ALL furniture must be board approved.

9.2 Individual chairs shall have arms of at least 24” width.

9.3 Small occasional or end tables shall not exceed 24” wide or diameter and 24” high.

9.4 Furniture shall be purchased new and made of metal or heavy-duty plastic frames and seats of outdoor quality. No wooden or indoor furniture is permitted.

9.5 No upholstered furniture is permitted. Seat cushions of neutral color and in good condition are permitted. Worn or torn cushions are to be removed immediately and replaced by owner.

9.6 Barbecues, hibachis, candles or open flames of any kind are not permitted in the common areas. CC&R § 5.16

10. **COMMON AREA DECKS** CC&R § 3.2 (a)

10.1 The association will approve and purchase all furniture, barbeques, cushions, umbrellas, etc. for the common area decks.

10.2 Owners can request the use of these decks for special events or parties. Additional furnishings may be rented, but must be approved by the Board of Directors and removed following the event within 24 hours.

11. **NOISE.** CC&R § 5.6 (b)

11.1 Excessive noise within a unit or on the balcony/patio, slamming of doors, running, jumping or banging is prohibited. Owners shall control party noise. Party noise audible outside of the unit is prohibited after 10:00 P.M. Sunday

through Thursday and 11:00 P.M. Friday and Saturday. *Owners* are responsible for notifying their neighbors prior to the party.

11.2 No noxious or offensive activity shall be in any unit or common area.

11.3 Loud music and musical instruments must not be heard outside of their units.

12. **RESTRICTIONS ON LEASING OF UNITS.** CC&R § 5.14

12.1 Units may not be leased or occupied by “Violent Offenders” or “Sexual Offenders” as defined in Section 5.11 of the CC&R’s.

12.2 For all persons who purchase a unit after the recordation of the CC&Rs (“New Owners”), the following limitations shall apply:

12.2.1 New Owners shall not lease their units during the initial year of record ownership of their units; CC&R § 5.14 (b)

12.2.2 Once a New Owner is eligible to lease his or her Unit pursuant to subsection (a), above, he or she may lease his or her unit only with the prior written approval of the Board. A New Owner will not be permitted to lease his or her unit if the number of units being leased in the Association plus the New Owner’s unit exceeds 8 units. CC&R § 5.14 (c)

12.3 The following lease restrictions shall apply to all owners:

12.3.1 No lease is permitted for a term of less than one (1) year; CC&R § 5.14 (b) (ii)

12.3.2 Any agreement for the leasing of a unit shall be in writing and shall contain at a minimum, the following terms, which terms shall be binding upon the owner and the owner’s lessee regardless of whether owner breaches his obligation to include them in said lease: (1) lessee shall abide by and be subject to the terms and provisions of the CC&Rs, the Articles, the Bylaws and any other governing documents and failure to comply with the terms of the foregoing documents shall be a default under the lease, (2) there shall be no right of assignment or sublease, (3) lessee understands and agrees to pay rents to the Association in the event the owner becomes delinquent in the payment of assessments to Association, and (4) lessee acknowledges the Association’s right to initiate an unlawful detainer action against the lessee in the event the lessee fails to abide by the terms of the Association’s governing documents; CC&R § 5.14 (b) (ii)

12.3.3 Owners shall be responsible for the actions of their lessees, and the Association shall have the enforcement rights against owners

and their lessees; CC&R § 5.14 (d) (iii)

12.3.4 Owners shall provide lessees with copies of the Association's governing documents, all of which can be found on the Association's website at www.vdphoa.com; CC&R § 5.14

12.3.5 Within fifteen (15) days after leasing a unit, an owner shall; 1) furnish the Board with the name and telephone number of the lessee; and 2) any change in the address or telephone number of the owner; and 3) the make, color and license number of all motor vehicles owned by such lessee. CC&R § 5.14 (d) (v)

13. **SALE OF UNIT.** CC&R § 5.14

13.1 When a unit is sold or title is transferred to a buyer, copies of all governing documents must be made available to the new owner along with all keys and garage door opener(s). Copies of the Association's governing documents can be found on the Association's website at www.vdphoa.com. CC&R § 5.14 (d) (iv)

13.2 The Board may charge a transfer fee for any change in occupancy in amount necessary to cover the Association's costs for changing its records. CC&R § 7.5 (j)

14. **RECREATION ROOM AND SUN DECKS.** CC&R § 7.5 (c)

14.1 The recreation room and sun decks shall be used by owners, tenants and invited guests only. Owners shall be liable for any damage caused by themselves or their tenants or guests.

14.2 All persons using the recreational facilities shall conduct themselves so their actions will not be offensive to others.

14.3 The recreation room and sun decks may not be used later than 10 PM Sunday through Thursday, not later than 11 PM Friday and Saturday, or on any day earlier than 8 AM. On exiting the recreation room, if no other person is present, the owner, tenant or guest shall assure that the lights are extinguished and the doors are locked.

14.4 The recreation room may be reserved by arrangement with a member of the Board of Directors. All requests should be made using the Association's website at www.vdphoa.com or a letter to the Board of Directors.

14.5 Groups using the recreation room shall be limited to ten persons. Use by larger groups shall require prior approval of the Board of Directors.

14.6 Use of the recreation room for special functions such as club meetings and

parties shall require prior approval of the Board of Directors. A refundable deposit of \$50.00 shall be required.

- 14.7 Smoking shall be prohibited in the recreation room, but is permitted on the sun decks.
- 14.8 Alcoholic beverages are permitted. If served, persons serving and being served must be of legal age. The server is responsible for the actions of those served both on and off the premises. Service of all alcoholic beverages shall be in accordance with all federal, state, and local laws, regulations, and/or ordinances by any authority having jurisdiction.
- 14.9 Following any use of the recreations room, the owner, tenant or guest shall assure that the trash and food scraps are removed or deposited in appropriate containers and the area is restored to its condition before use. The owner shall be responsible also to assure that the exterior areas adjacent to the recreation room are similarly cleaned and restored.
- 14.10 After use of the sun decks, owners shall remove all trash, debris, food scraps and cigarette butts, clean and cover barbeque and restore the area to its condition before use.

15. **SAUNA, JACUZZI AND GYM.** CC&R § 7.5 (c)

- 15.1 These facilities shall be used only by owners and not more than four (4) of their invited guests.
- 15.2 No child under the age of fourteen (14) shall be permitted in the sauna or Jacuzzi unless accompanied at-all-times by a responsible adult.
- 15.3 The Jacuzzi may not be used as a swimming pool, play pool or bath tub. All persons entering the Jacuzzi shall shower with soap before entering the Jacuzzi. Swim suits shall be required but no other clothing shall be worn in the Jacuzzi. Swim fins, snorkels and other such foreign materials shall NOT be worn or placed in the Jacuzzi. No soap, lotions, cream or other foreign material shall be worn or placed in the Jacuzzi.
- 15.4 Owners or guests shall turn off the Jacuzzi jets and sauna promptly on exiting.
- 15.5 No owner or guest shall enter the gym area wearing a wet swim suit.
- 15.6 The sauna, Jacuzzi and gym may not be used later than 10 PM Sunday through Thursday, not later than 11 PM Friday and Saturday. The sauna, Jacuzzi and gym room shall open at 6 AM each morning. On exiting the room, if no other person is present, the owner, tenant or guest shall assure that the Jacuzzi jets, sauna and lights are "OFF" and all doors are locked.

- 15.7 Care shall be taken when using the equipment provided in the gym. Weights shall not be permitted to drop freely, but shall be lowered quietly and gently.
- 15.8 Animals are not permitted in the sauna, Jacuzzi and gym areas at any time.
- 15.9 Smoking shall be prohibited in the sauna, gym and Jacuzzi.
- 15.10 NO owner, tenant or guest is permitted to take any equipment out of the gym.

16. GARAGE AND PARKING CC&R § 5.9

- 16.1 Owners or tenants shall park their vehicles only in their two assigned parking spaces. CC&R § 5.9 (a)
- 16.2 Parking spaces are to be used for the parking of standard passenger vehicles, including sports utility vehicles, and shall not be converted to living quarters or workshops or used for the storage of boats, trailers, campers, recreation vehicles or any other items. CC&R § 5.9 (a)
- 16.3 Vehicles parked in an owner's parking spaces must fit completely within the spaces. No parked vehicle shall encroach upon another's parking space common driveway area. CC&R § 5.9 (a)
- 16.4 Each owner shall maintain such owner's assigned parking space(s) in a neat and orderly condition and free of oil, brake fluid, power steering fluid or other fluid leaks, at all times. If an Owner fails to comply with this subsection, after being given notice to clean such parking space and after notice and a hearing is afforded to the Owner, such Owner shall be assessed by the Board for the cost of cleaning the parking space, together with any other costs and attorneys' fees as a Special Assessment. CC&R § 5.9 (b)
- 16.5 No personal property may be stored in parking spaces except that in storage cabinets installed at the front of such owner's parking spaces. Storage cabinets may be installed at the front of such owner's parking spaces only with Prior Architectural Approval in accordance with Article XII of the CC&Rs and a building permit. CC&R § 5.9 (b)
- 16.6 Washing of automobiles shall be permitted in the garage provided there is no interference with the movement of other vehicles in the garage. Following washing, vehicles shall be promptly removed to proper parking space. There are electrical outlets outside each trash area that are for common use for cleaning automobiles and use of light power tools. Any other electrical outlets in the garage ~~may~~ *are to* be used for light power tools only. CC&R § 5.9 (h)

- 16.7 Persons entering or exiting the garage shall assure that doors are locked. Garage keys shall not be distributed to persons other than owners or renters without permission of the Board of Directors. CC&R § 5.9 (h)
- 16.8 Owners shall maintain their parking areas in accordance with the requirements of the Torrance Fire Department and other City and County ordinances. CC&R § 5.9 (h)
- 16.9 No motor vehicle shall be constructed, reconstructed or repaired within the Project and no dilapidated, unregistered or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Project; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs to the extent necessary for the movement thereof to a proper repair facility. CC&R § 5.9 (d)
- 16.10 Vehicles parked in violation of the Rules may be subject to tow at the vehicle owner's expense. CC&R § 5.9 (e)
17. **GUEST PARKING.** CC&R § 5.9
- 17.1 Designated guest parking areas within the common area are to remain open for use by guests only and are not to be used by owners or other residents, either permanently or temporarily, for the parking of their authorized vehicles or the storage of boats, trailers or similar items of personal property. CC&R § 5.9 (c)
- 17.2 A person shall not be considered a "guest" if he or she is an overnight visitor of a resident on a regular basis. CC&R § 5.9 (c)
- 17.3 Daily parking is between 6:00 A.M. and 11:00 P.M. Overnight parking is between 11:00 P.M. and 6:00 A.M. A parking permit is required for overnight parking and can be obtained from Association's website at www.vdphoa.com, or a letter to the Board of Directors. The following information is required: make, model and license number of the vehicle, the name of the guest and reason for request. A permit will be given or sent back to the unit owner to be placed in the windshield. CC&R § 5.9 (h)
- 17.4 Guests must place a note in plain view in their windshield identifying the unit they are visiting. This will allow the Association to contact the guest in case of emergency. (This includes service vehicles.) CC&R § 5.9 (h)
- 17.5 Only passenger vehicles and "light duty" trucks and vans may park in guest parking. CC&R § 5.9 (h)
- 17.6 In the guest parking area, vehicles shall be parked in a manner to prevent direct impingement of engine exhaust products on the

walls.

- 17.7 Vehicles parked in violation of the Rules may be subject to fines and or towing at the vehicle owner's expense. CC&R § 5.9 (h)

18. **ELECTRIC VEHICLE CHARGING STATIONS ("EVCS").** CC&R § 5.9 (g)

- 18.1 If an owner desires to install an EVCS in the common area and/or portions of the parking space area of the Owner's unit, the owner shall comply with the following procedures:

- 18.1.1 Seeking Approval for EVCS. The requesting owner shall seek approval for the installation of an EVCS by submitting to the Board of Directors complete plans and specifications showing the nature, kind, shape, height, materials, locations and metering of the proposed EVCS and related wiring and design;
- 18.1.2 Time Frame for Approval. The Board of Directors will approve or deny an owner's request to install an EVCS within 45 days after receipt of complete plans and specifications therefor. The 45-day review period shall not commence unless and until the Board of Directors deems a submission complete;
- 18.1.3 Declaration of Restrictions. Any approval granted by the Board of Directors for the installation of an EVCS shall be conditioned upon the requesting owner executing and fully complying with a Declaration of Restrictions in a form provided by the Board of Directors to be recorded against title to the owner's unit. Such a Declaration of Restrictions must be executed by the owner before the EVCS is installed;
- 18.1.4 Must Install Within 60 Days. Once approval to install an EVCS is granted by the Board of Directors, the owner shall install it within sixty (60) days after the date of such approval or the approval will be automatically revoked and the owner must begin the request again;
- 18.1.5 Permits and Separate Meter Installation. In addition to approval from the Board of Directors, the owner must obtain building permits from City of Torrance. A separate meter for the EVCS must be installed by the local utility provider;
- 18.1.6 Electricity Usage. The owner shall pay for all electricity usage associated with the EVCS;
- 18.1.7 Liability Insurance. The owner shall maintain an umbrella liability insurance policy in the amount of One Million Dollars (\$1,000,000.00) covering, without limitation, the

owner's liability for damage to the EVCS, the Association's common area and units at the Association property. Such policy shall name the Association as an additional insured. Such insurance shall be maintained by the owner regardless of if the EVCS is actively being used, and evidence of such insurance shall be provided to the Association before the EVCS is installed and, thereafter, annually for each year in which the owner has an EVCS installed in his or her parking space.

19. **ASSESSMENT FEES/COLLECTION POLICY.**

The effective and prompt collection of assessments is critical to the running of our Association. Only through the collection of these assessments can we maintain and, hopefully, increase the value of our property. The policies and practices of Vista Del Parque ("Association") with regard to the collection of delinquent assessments are as follows:

- 19.1 Assessments are due on the first day of each month and are delinquent if not received by the 30th day of each month. If a special assessment is necessary, you will be notified of the due date therefor. All fees are to be mailed to the management company at:

Cammarata Management Inc.
2539 Narbonne Ave.
Lomita CA 90717
(310) 325-1110

- 19.2 In the event an assessment is not received within thirty (30) days after it is due, the Association will send a reminder notice to the owner. Additionally, at that time, the owner will be required to pay to the Association a late charge in the amount of ten dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater. Additionally, at that time, interest at the rate of six percent (6%) per annum will be added to the owner's account each month.
- 19.3 If payment is not received within forty-five (45) days after the original due date of the assessment, the matter will be turned over to the Association's attorneys, or to a trustee, for further handling. Upon receipt from the Association of such a matter, the Association's attorneys, or the trustee, will send a late notice by certified mail demanding immediate payment and stating that a Notice of Assessment (lien) will be recorded if the payment is not received within thirty (30) days from the date of the letter.
- 19.4 If the payment is not received within thirty (30) days from the date of such letter, and after approval of the board of directors in accordance with California law, a lien will be recorded with the Los Angeles County

Recorder's office. Within ten (10) days after the lien is recorded, the lien will be sent to the owner by certified mail.

- 19.5 In the event the payment is not received within thirty (30) days after the lien was recorded, and after approval of the board of directors in accordance with California law: (a) if the Association's attorneys are handling the matter, a Complaint will be filed in the Superior Court for all appropriate causes of action (including to foreclose on the lien), at the earliest date allowed by law (once the matter is filed in the Superior Court, the case is handled as any other lawsuit); (b) if the matter is being handled by a trustee, the trustee will proceed with a non-judicial foreclosure in accordance with California law, at the earliest date allowed by law.

- 19.6 The case will be dismissed, or the foreclosure action will be terminated, and the lien released, only upon payment of all delinquent maintenance assessments, special assessments, late charges, lien fees, any and all collection costs incurred by the Association, attorney's fees, attorney's costs, and any other charges against the property.

20. **ENFORCEMENT**

- 20.1 In addition to any other rights and remedies which the Association may have, the Board shall have the authority to impose monetary penalties and/or suspend voting and/or common area privileges for violations of the Association's governing documents including, but not limited to, an owners' failure to pay assessments. *Unless stated otherwise in these Rules & Regulations*, The Board shall impose monetary penalties and/or suspend voting and/or common area privileges against an owner as follows:

20.1.1 First Violation - A warning letter will be sent to the owner identifying the alleged violation, and, if appropriate a time frame for correcting the violation.

20.1.2 Repeat Violation - If the same violation is committed within a twelve- month period, the Board will send a written notice to the owner, identifying the nature of the alleged violation, stating that the Board intends to impose a monetary penalty against the owner and/or suspend the owner's voting and/or common area privileges, and stating the date, time and location of the hearing concerning such alleged violation. The notice shall identify the amount of the proposed monetary penalty, which shall be \$50 for the first repeat violation, \$75.00 for the second repeat violation, \$100.00 for the third repeat violation, or \$200.00 for each subsequent repeat violation. The hearing date will be at least ten (10) days from the date of notice. Owners have the right to attend the hearing and address the Board regarding this matter. Owners may, but need not, be represented by counsel at any or all stages of these proceedings. If an owner fails to attend the hearing or to submit any written evidence on his behalf to the Board at the hearing, the monetary

penalty will then be imposed against the owner. The Board will provide the owner notice of the disciplinary action taken against him within fifteen (15) days after the Board's decision.

20.1.3 On-Going Violation - If a violation is not corrected within the time frame referenced in the warning letter, the Board will send a written notice to the owner, identifying the on-going nature of the alleged violation, stating that the Board intends to impose a fine of \$50.00 against the owner, and the date, time and location of the hearing concerning such violation. The hearing date will be at least ten (10) days from the date of notice. Owners have the right to attend the hearing and address the Board regarding this matter. Owners may, but need not, be represented by counsel at any or all stages of these proceedings. If an owner fails to attend the hearing or to submit any written evidence on his behalf to the Board at the hearing, the monetary penalty will then be imposed against the owner. The Board will provide the owner notice of the disciplinary action taken against him within fifteen (15) days after the Board's decision. If the violation continues past the hearing and first fine stage, the fine will increase automatically every thirty days without further hearing until corrected as follows: \$50 for the first thirty days, \$75.00 for the next thirty days, \$100.00 for the next thirty days, and, thereafter, \$200.00 each thirty days until corrected.

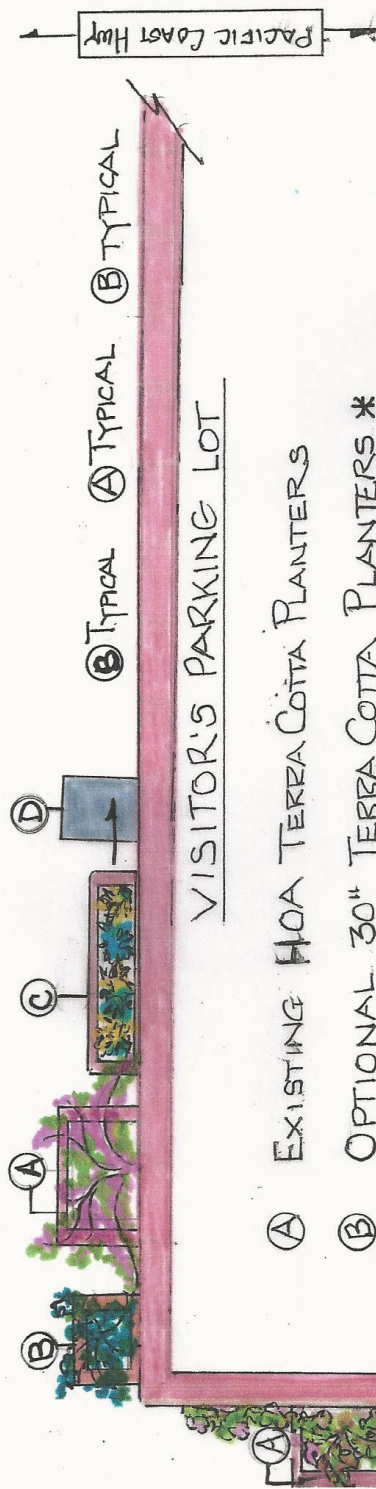
20.1.4 Individual Special Assessment: The board may, after notice and hearing, impose a special assessment to recover costs incurred by the Association to repair damage to the common area caused by an owner and for such other purposes as set forth in the CC&Rs. Collection of such special assessments shall be in accordance with Section 19.

GUIDELINE ILLUSTRATIONS **[TO BE ATTACHED]**

- Illustration A: Inside perimeter walls of the Visitor Parking Area.
- Illustration B-1: 5920 seating and planter area.
- Illustration B-2: 5920 alternate seating area. *
- Illustration C: 5924 seating and planter areas.
- Illustration D-2: Planter area under building overhang without storage area.
- Illustration D-3: Planter area under building overhang with storage area.
- Illustration E: Planter area at stairway walls adjacent to the stairways next to the entry and exit driveways.

* Note: An alternate illustration is provided for the 5920 side of the common area, due to differences in dimensions between the 5920 and 5924 sides of the Upper Common Area.

BUILDING
FOOTPRINT



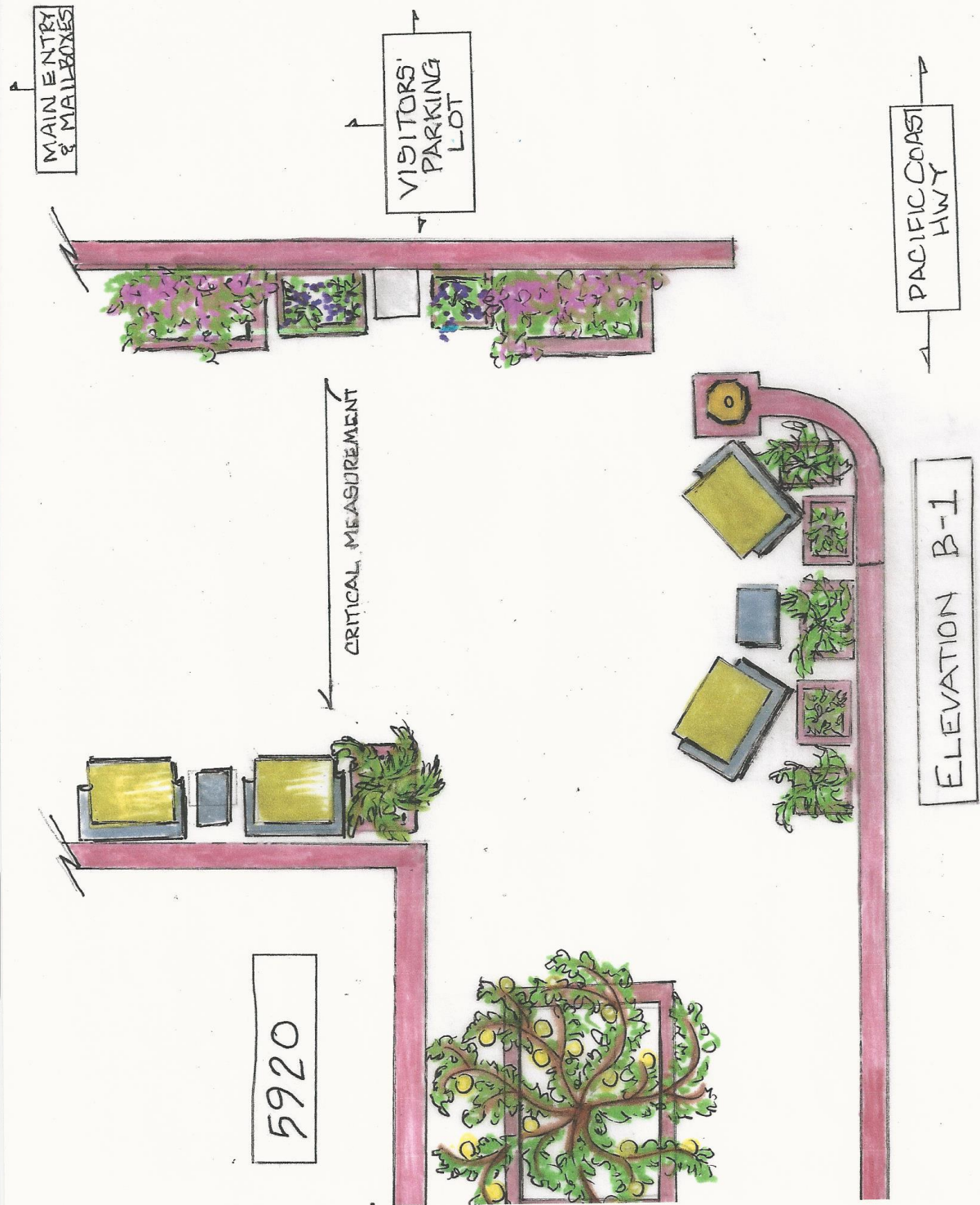
VISITOR'S PARKING LOT

- Ⓐ EXISTING HOA TERRA COTTA PLANTERS
- Ⓑ OPTIONAL 30" TERRA COTTA PLANTERS *
- Ⓒ OPTIONAL 24" DIAM OR 12"D X 24"W TERRA COTTA PLANTERS **
- Ⓓ EXISTING FIRE EXTINGUISHER CABINET

VISITOR'S
PARKING LOT

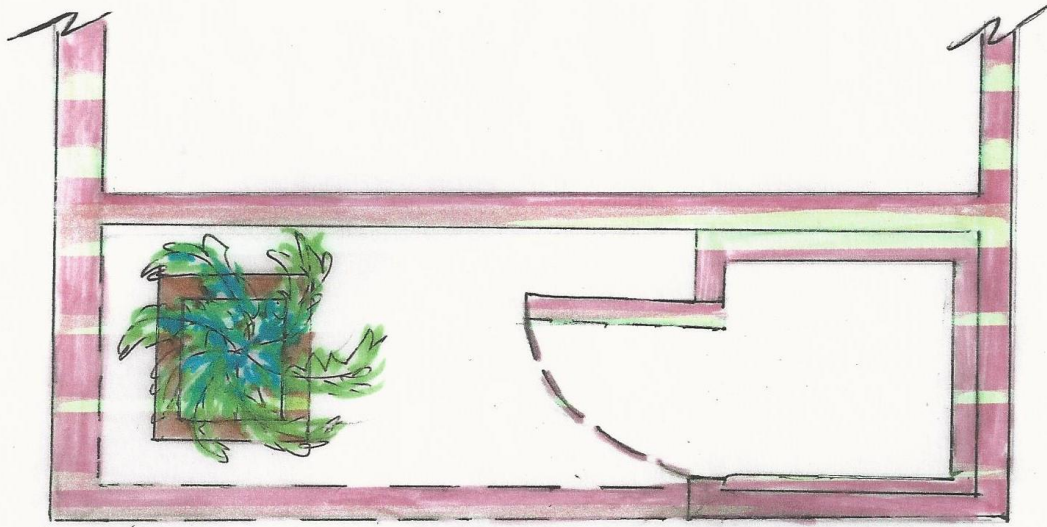
LEGEND	
*	1ST OPTION
*	UNDER FIRE EXTINGUISHER BOX ONLY

ELEVATION A

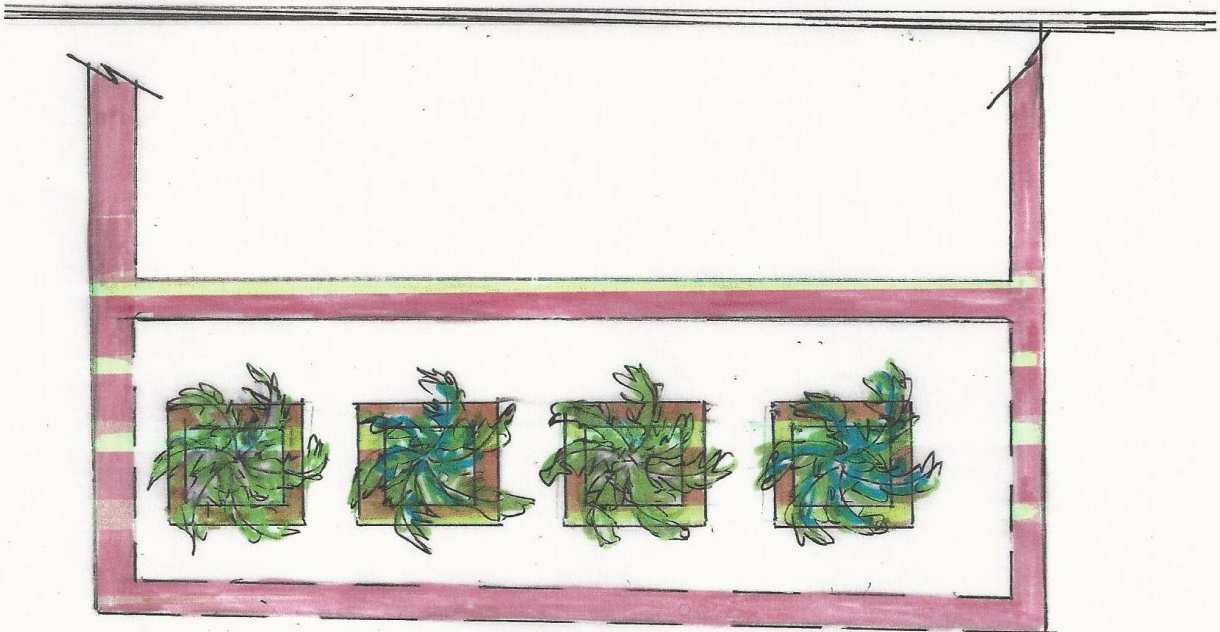








ELEVATION D-3	BLDG OH WITH STORAGE
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ELEVATION D-2	NO STORAGE WITH BLDG OVERHANG
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