

THE VILLAS COMMUNITY ASSOCIATION
A California Nonprofit Corporation

Dear New Homeowner:

Welcome to our neighborhood and congratulations on the purchase of your home!

On behalf of The Villas Community Association Board of Directors and the other homeowners of The Villas, we would like to welcome you to your new home and our community. Over the coming months, we look forward to meeting you whether it be walking down the streets, at the pool, or at a community activity.

The operation of your homeowners association is governed by a board of volunteer directors. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Association. The Board is also responsible for maintaining members' compliance with the established covenants and bylaws of the Association. They have specific provisions regarding what can and cannot be done on your property. Please take the time to read through the Bylaws and Covenants documents you received during the home purchase process as The Villas is a Deed Restricted Community. Copies are available on the community website.

Our community website at www.rsjvillas.com provides information on our Board of Directors, Meeting times and Agenda, Meeting Minutes, Newsletters, informational updates, the Villas Residence Guide, Bylaws and CC&Rs, the Architectural Request form, Satellite-Dish Installation form, and a map of the Villas. Please take a few minutes to visit and familiarize yourself with its resources and get to know your community.

Optimum Professional Property Management, Inc. is our contracted property management company and Morgan Winegar, is the Community Manager for The Villas. Optimum can be reached at 714-508-9070 or via email at mwinegar@optimumpm.com. They should be contacted for service issues on community property, complaints regarding specific bylaw violations, or for any questions or concerns regarding The Villas. Our community manager can also advise you of opportunities to participate on various committees or provide information on how to run for the Board of Directors.

As a new homeowner, you may already have some ideas on how you'd like to improve your property. Please keep in mind, the Association has an Architectural Review Committee to help maintain the quality of our neighborhood. See the Architectural Guidelines in the Resident's Guide before any work begins. If work is started without prior approval, the homeowner risks being cited for a violation and may be required to alter or remove the changes.

If you are leasing out your unit, please be sure to forward a copy of the attached Guide to your renter. The responsibility for insuring that The Villas CC&R's and Bylaws are complied with rests solely with the property owner. Any non-compliance matters are subject to fines that will incur to you as the homeowner, not your tenants. Additional copies of the Residence Guide are available from our management company or can be viewed on The Villas website.

The Villas holds monthly board meetings on the fourth Thursday of each month and encourages all residents to attend. Questions or concerns can be addressed to the board at these meetings during the Homeowners Forum.

Again, welcome to The Villas! We look forward to you falling in love with this neighborhood as much as we have. We know you'll find our neighborhood is a great place to live and we encourage your participation in our community.

Sincerely,

The Villas Community Association Board

**The Villas
Community
Association**

A Deed Restricted Community

**Residence Guide
To Be Adopted January 23, 2020**

THE VILLAS COMMUNITY ASSOCIATION

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THE VILLAS ADVANTAGE

The Villas Community Association offers the resident a unique condominium experience.

- We are located near John Wayne Airport, but are not in the flight path.
- We are very close to the premier regional shopping areas of Fashion Island, South Coast Plaza, and the Spectrum.
- The Orange County Arts have come into their own with the Irvine Barclay Theater, South Coast Repertory Theater, and the Performing Arts Center all within 5 miles of The Villas.
- We are located next to the Rancho San Joaquin Golf Course and Irvine Racquet Club.
- We have a local shopping center across the street, and a Senior Center next door.
- A resident could not ask for much more in the way of convenience in a town rated with the lowest crime rate of its size.
- Our Villas have excellent walkways and greenbelts that other developments do not have.
- We have more parking available than other developments.
- We have a beautiful swimming pool and spa.

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IMPORTANT ADDRESSES AND PHONE NUMBERS

Management Company:

Optimum Professional Property Management, Inc.
 Market Place Center
 230 Commerce, Suite 250
 Irvine, CA 92602
 (714) 508-9070
www.optimumpm.com

Community Manager:	Morgan Winegar, x 238	(mwinegar@optimumpm.com)
Admin Assistant:	Nicole Kardos	(nkardos@optimumpm.com)
Maintenance Department	Jackie Hong – x245	(jhong@optimumpm.com)
Billing/Collections:	(714) 508-9070 ext.1	(billing@optimumpm.com)
Escrow Department:	(714) 508-9070 ext.2	(escrow@optimumpm.com)
24 Hours Emergency Svc.	(714) 741-2685	

Irvine City Hall 1 Civic Center Plaza Irvine, CA (949) 724-6000	Irvine Police Department 911 or (949) 724-7000	Orange County Fire Authority 911 or (714) 573-6000
U.S. Post Office 15642 Sand Canyon Ave. (949) 453-4953	U.S. Post Office 17192 Murphy Ave., Irvine 800-275-8777	U.S. Post Office 1 League, Irvine, CA 714-368-3374
S.C.E. Southern California Edison (800) 611-1911 www.sce.com	The Gas Company (800) 427-2200 www.socalgas.com	Refuse – Waste Management (949) 642-1191
Cox Communications 949-240-1212 or 800-234-3993 www.cox.net	AT & T 800-310-2355 www.att.com	Direct TV 800-531-5000 www.directv.com
Water – IRWD Irvine Ranch Water District (949) 453-5300 www.irwd.com		

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A DEED RESTRICTED COMMUNITY

USE RESTRICTIONS

The following rules are a recap from the Villas CC&R's, Article XI.

- Section 1 **Commercial Use.** No part of a residence shall be used for any business except in the manner authorized in the Association Rules.
- Section 2 **Signs.** No commercial sign of any kind shall be displayed except real estate/for lease signs.
- Section 3 **Nuisances.** No offensive activity shall be carried on at any Residence or any part of the property.
- Section 4 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall hereafter be used on any Residence at any time, either temporarily or permanently.
- Section 5 **Vehicles.** See our attached Traffic and Parking Rules.
- Section 6 **Animals.** No animals may be kept, bred, or maintained for commercial purposes. In addition, see our attached Pet Rules.
- Section 7 **Oil and Mineral Rights.** No drilling.
- Section 8 **Unsightly Items.** Any unsightly item shall be regularly removed from the Residence and shall not be allowed to accumulate. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any residence unless obscured from view.
- Section 9 **Antennae.** No person may install any antenna or over-the-air receiving device within the Covered Property except in the manner authorized in the Association Rules.
- Section 10 **Drainage.** All drainage of water from a Residence shall flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any portion of the Covered Property unless an easement for such a purpose is granted.
- Section 11 **Garages.** No Garage doors shall be permitted to remain open except for temporary purpose. Garages shall be maintained so as to accommodate the storage of at least **two (2) vehicles**.

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Section 12 **Window Covers.** Curtains, drapes, shutter, or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

Section 13 **California Vehicle Code.** The City shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections on any private streets contained within the covered property. See attached Traffic and Parking Rules.

Section 14 **Single-Family Residential.** All residences shall only be used for the residential purposes of a family.

CHARCOAL GRILLS / STRUCTURAL RULES / STORAGE CLOSETS

CHARCOAL GRILLS

- Charcoal grills are prohibited in the Villas Community Association.
 - California Fire Code prohibits open-flame cooking devices on combustible balconies, decks, and patios or within 10 feet of combustible construction of multi-family buildings consisting of three or more units.
 - On combustible balconies, decks, and patios without proper clearance, consider using an electric grill or LP gas grill with a container capacity of less than 2.5 pounds.

STRUCTURAL RULES

- Nobody is permitted on the roof, neither homeowners nor workman hired by a homeowner, without prior written permission from the Architectural Committee. Any damage caused by unauthorized roof invasion is the responsibility of the unit owner and repair bills will be added to their account.

STORAGE CLOSETS

- Storage closets are available on a first-come, first-served basis. In the Villas, there is not a storage unit for each address, so please limit your use to one closet only so that as many homeowners as possible have access to storage.

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INSURANCE

The Villas CC&R's, Article VIII requires that Homeowners carry their own HO6 insurance policy.

An HO-6 policy is like a regular homeowner's policy, but for a condominium unit. The HO-6 insurance policies cover the interior of the unit and personal property inside—**commonly known as “studs in” or “walls in” coverage**. It is important to have since our Master Association policy will not cover belongings or provide personal liability coverage if someone is harmed inside of your personal residence. It is designed to coordinate coverage with your condominium or cooperative's master policy.

An HO-6 policy covers interior damage to your unit, improvements, additions and alterations you've made and your personal property. Personal property is identified as any property that may be removed from the premises in the event the homeowner moves away. Homeowners also need to purchase coverage for property attached to the inside of the unit. This includes floor coverings, wall coverings, cabinets, countertops, etc.

Many Homeowners are under the mistaken impression that the master condominium insurance policy covers all damage to the interior of their unit as well as damage to furniture, appliances, etc.

In the event the property is not occupied by the homeowner and is rented, it is recommended that you contact your agent for a Condominium Rented to Others. The coverage is different for liability as a landlord as well as not needing personal property coverage.

Most Lender's require that the HO-6 insurance policy must provide coverage for no less than 20% of the condominium unit's appraised value. Consult with your insurance agent to fully understand your coverage options.

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TRAFFIC AND PARKING RULES

TRAFFIC

The streets and alleys of The Villas are for the orderly, unrestricted flow and movement of vehicular and pedestrian traffic involving motor vehicle operators, passengers, pedestrians and cyclists.

- No activity may be conducted in the streets, alleys, or parking areas that will impede, jeopardize, or create a hazardous condition for the movement of vehicles, cyclists and pedestrians. Persons may not engage in sports or other similar activities or play in the streets.
- The speed limit for all vehicles and cycles shall not exceed 20 miles per hour.
- All vehicles parked or operated on Villas streets or alleys shall comply with all current State, County and Municipal Statutes, Regulations and Ordinances, including valid registration, noise suppression and safety equipment and are subject to these rules and regulations.

PARKING

In developing parking rules for the community, the City of Irvine's parking ordinance was taken into consideration. V.E. - 403.3 requires two (2) covered (garage) parking places per zoning requirements. In pertinent part, Section V.E. – 405.1 of the ordinance states “All parking facilities required by this ordinance shall be maintained for the duration of the use requiring such facilities. Such facilities shall be used exclusively for the parking of vehicles.” The ordinance, together with our CC&R's, provides the basis for the Association's rules that sufficient space must be provided in each of the units to park two cars.

- Vehicles owned or operated by or within the control of a resident and kept in the Villas must be parked in the garage of the resident's unit to the extent of the space available. *Each resident shall ensure that such resident's garage accommodates at least two (2) vehicles.*
- Overnight parking of a vehicle anywhere on the streets in excess of three (3) consecutive nights is prohibited. Parking in the alleys and driveways, except in designated parking spaces, is prohibited at all times.
- No vehicle may be stored on the streets or in the Villas common area parking spaces. Storage is defined as the non-movement or uninterrupted use of a vehicle for a period in excess of seventy-two (72) hours.

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- All vehicles parked on the Villas common area shall be maintained in such a condition as to support and enhance the overall attractiveness of the Villas. No derelict, wrecked, unregistered, or abandoned vehicles may be parked or stored, nor shall any vehicle be painted or repaired on the Villas common area. Excepted activities are restricted to minor repairs or routine maintenance, which do not require substantial vehicle disassembly or overnight parking/storage. No hazardous waste products may be disposed of in the community drains or dumpsters.
- Parking of vehicles owned, leased, borrowed, rented, or operated by a non-resident (guest) on the streets and off street spaces may not exceed seventy-two (72) hours without notification to the management company. **Parking spaces marked for guests are for guest parking only. Members are responsible for their guest's vehicles and for seeing that all Association parking and general conduct rules are obeyed.**
- Expense incurred from any damage to asphalt from a vehicle (e.g. oil or grease stains from a parked vehicle) shall be the financial responsibility of the unit owner to whom the vehicle belongs or where said guest who owns the vehicle is visiting.
- Recreational vehicles, campers (truck mountable or fifth-wheel), trailers (transport, storage or living), self-contained mobile homes, self-propelled motor homes, boats, gliders or any vehicle registered as such by the California Department of Motor Vehicles, U.S. Coast Guard, or Federal Aviation Administration, may be parked for loading and unloading purposes only.

Commercial vehicles owned, leased, borrowed, rented, or operated by Villas owners or residents may not be parked in an uncovered area. Commercial vehicles are determined by the vehicle size (too large for a standard parking space), by the signage affixed to the vehicle, or by the character of the vehicle design.

- Commercial vehicles providing service to residents or their units, including but not limited to moving vans, delivery trucks, repair or service vehicles, or mobile trash receptacles may not be parked on the Villas streets or courts for any period in excess of twenty-four (24) hours after the moving, delivery, repairs or services for which they are required and completed. If the required parking time is expected to exceed this period, the responsible resident shall notify the management company in writing at least two (2) weeks prior to the date on which such parking is expected to begin. The notice shall identify the vehicle and shall state the location, anticipated length of time the vehicle is to be parked, the date on which the parking is to begin, and purpose for which the vehicle or container is required.

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GARAGE USE

- All units have two (2) garage spaces, either attached or detached from their unit. Garages are intended for the primary purpose of parking two (2) vehicles. Residents must park their vehicles in their garages at all times, day or night.
- The first two (2) vehicles of a unit must be parked inside the garage before a third vehicle may be parked outside.
- Garages shall not be used for storage, as a workshop, gymnasium or any other use if such use prevents parking therein of any vehicle owned or operated by any resident therein.
- If an owner chooses to lease/rent their unit, they may not reserve garage space for their own use, if such usage necessitates a resident at that address to park a vehicle outside.
- An owner or tenant may not rent/lease a garage as a separate source of revenue, if by doing so, it would necessitate residents of the unit to park any vehicle(s) outside.
- Garage doors and garage door openers must be maintained in good working order.
- In order to enhance community attractiveness and to deter theft, garage doors must be kept closed except when actually moving a vehicle in or out thereof or when the resident or service personnel are working in or around the immediate vicinity.
- Garages must be maintained inside in a safe and sanitary manner. No trash, furniture, chemicals, flammable or other dangerous materials, waste or other items may be allowed to accumulate to the extent that they become a nuisance to neighbors, become malodorous, and/or attract rodents or present a fire hazard.
- Garage or moving sales must have prior approval of the Board. Request must be in writing.

COMPLIANCE

All Villas owners, residents, guests (invited or uninvited) and other personnel (including tradesmen, domestic help, service personnel, and the like) shall comply with these parking and traffic rules. Villas owners are responsible for the compliance of their tenants.

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VIOLATIONS

The Villas homeowners, tenants, residents, guests, or service personnel whose vehicles are parked or operated in a manner which violates these parking and safety rules and regulations will be subject to the following enforcement procedures:

- 1st Violation: Written warning notification to be placed on illegally parked vehicles and will also be mailed to the relevant unit owner's address, if known.
- 2nd Violation: Written notification to be provided to the unit owner that a hearing shall be set to determine whether the owner should be fined \$100.00 for the violations. In addition, a written notification will be placed on the vehicle warning that the next violation will result in the towing of the vehicle at the vehicle owner's expense.
- 3rd Violation: After two (2) citations, any additional violations may result in the vehicle being towed at the vehicle owner's expense. In accordance with California vehicle code, any vehicle towed from the premises will be immediately reported to the appropriate law enforcement agency. All tow liability and expenses are that of the vehicle owner's. Said owner shall hold harmless the Association, its members, the tow company, the security company and/or any of their agents as provided by the fullest extent of the law.

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(Sample Notice for Parking Violation Notification)

**The Villas Community Association
Parking Violations**

Make: _____

Model: _____

License #: _____

_____ **First violation - Warning**

Date: _____

Location: _____

Violation: _____

_____ **Second violation - Notice of Hearing - subject to \$100.00 fine**

Date: _____

Location: _____

Violation: _____

_____ **Third violation - Your automobile has been towed**

Date: _____

Location: _____

Violation: _____

1. Automobile has been towed.
2. It was taken to _____ Garage. Call Irvine Police at 949-724-7000.

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POOL AND SPA RULES

ADMITTANCE TO POOL AND SPA

- Pool and spa hours are:
 - 6 am – 10 pm Sunday thru Thursday
 - 6 am – 11 pm Friday and Saturday.
- Pool keys were issued to homeowners. New homeowners should obtain their keys from units' previous owner. Owners may replace lost keys for a fee by contacting the Property Management Company.
- The pool and spa are for the private and exclusive use of the Villas residents. Public and/or commercial use is prohibited.
- Residents shall be responsible for their activities and conduct as well as the activities and conduct of their children and guests. Expense incurred from any damage to equipment, etc. caused by residents, children and/or guests shall be the financial responsibility of the unit owner.
- Children under 14 **MUST BE ACCOMPANIED BY A RESPONSIBLE ADULT** at all times.
- The gates to the pool are to be kept **CLOSED** and **LOCKED** at all times. The gates shall not be blocked, propped open or left unlatched at any time. Climbing over pool area walls or iron fence is prohibited.
- No pets shall be allowed in the fenced pool area at any time.
- The pool shall not be operated as a business.
- Professional Instruction will not be permitted without prior written Board Approval.
 - The Board requires the instructor to show proof of minimum liability insurance coverage of \$1,000,000.00 naming The Villas Community Homeowners Association as an additional insured.
 - Parents desiring instruction for their children must make prior application to the Board, including time & day of instruction, and receive written permission in return before any instruction may begin.

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SAFETY RULES

- All persons using the Villas pool and spa facilities do so at their own risk. No lifeguard is on duty at any time. The Association assumes no responsibility for any accident or injury in connection with use of the facilities, or for any loss or damage to personal property.
- Tampering of pool and spa fixtures and/or equipment is prohibited.
- No running, jumping, diving, pushing, or other forms of rough play shall be allowed.
- Loud radios/music players, yelling, screaming, or profanity is prohibited.
- No bottles, glass containers or other potentially dangerous materials shall be allowed in the pool area.
- Toys, with the exception of toys specifically manufactured for pool use, are prohibited. Large equipment including, but not limited to rubber rafts, surfboards, inner tubes, air mattresses, scuba gear, etc. are prohibited.
- The use of “noodles” and inflatable toys shall not restrict or inconvenience other swimmers, and shall be rinsed off in the shower before use in the pool.
- No toys are permitted in the spa.
- To protect filters and to keep the pool and spa clean, do not use soap, shampoo, or bubble bath. For the same reason, please use suntan lotion rather than oil.

GENERAL DO'S

- Proper, colorfast swimming attire must be worn when using the pool and/or spa. All children not toilet trained must wear a swim diaper.
- Please turn off the spa when not in use.
- Everyone is responsible for his/her own trash and for leaving the pool area clean and orderly. Expense incurred from anyone leaving trash behind shall be the financial responsibility of the unit owner.

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- When using the pool or spa early in the morning or late in the evening, please be considerate of nearby residents by being as quiet as possible.
- Please remember that a sense of community pride and a spirit of cooperation can ensure the pool will be an area of relaxation for everyone.

POOL PATIO/CABANA AREA

- The upper patio/pool cabana area is available on a first come first serve basis only.
- The pool and/or the area around the perimeter of the pool cannot be reserved or used for exclusive use, the pool must be available to all residents at all times.

LANDSCAPE RULES

LANDSCAPE RULES

- Homeowners shall not plant, prune, trim, or cut down trees, shrubs or other landscaping within the Association Common Areas. Violations are subject to fines determined by the Board.
- Homeowners shall not instruct, supervise or otherwise interfere with the Association landscape workers in the performance of their duties.
- Certain trees and vines are prohibited in the courtyards and patios. For specific information, consult the Landscape Committee.

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PET RULES

In developing pet rules for the community, the City of Irvine's Animal Regulations were taken into consideration in conjunction with Article XI, Section 6 of the CC&R's. The City of Irvine's basic ordinances pertaining to animals and the CC&R's constitute the Pet Rules of this Association.

LEASH LAW (RESTRAINT)

No person owning or having charge, care or custody of any dog shall cause, or allow the same to run at large upon any highway, street, alley, or other public place, or on the private property of another without his written consent, unless such dog is restrained by a substantial leash, not to exceed six (6) feet in length, and in charge of a person competent to restrain such dog.

TRESPASSING

No person owning or having charge, care of custody of any animal shall permit such animal to trespass or be upon the property of another person without the consent of such person.

PROPERTY DAMAGE

No person owning or having charge, care of custody of any animal shall permit such animal to damage or destroy the property of any person other than that of the owner of such animal.

TYING ANIMALS TO TREES

No person shall tie any animal to any shrub or tree growing along any public sidewalk or street of the City.

EXCRETA NUISANCE PROHIBITED

It shall be unlawful for any person having charge, custody or control of any animal to permit, either willfully or through failure to exercise due control, any such animal to commit any nuisance by leaving its excreta and to allow such nuisance to therefore remain on any public property or any improved private property other than that of the owner or person who has custody or control of such animal.

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NOISE NUISANCE

It shall be unlawful for any person to keep, maintain or permit any lot, parcel of land or premises under his control, any animal that by any sound or cry shall disturb the peace and comfort of the inhabitants of the neighborhood or interfere with the reasonable and comfortable enjoyment of life or property.

Put simply, these ordinances mean:

- 1) Keep your dog on a leash at all times when outside your residence or patio.
- 2) Keep your dog out of other people's patios, and the swimming pool area.
- 3) Do not permit your dog, or cat, to damage other people's property. This includes landscaping, shrubs, trees, flowerpots, window boxes and roofs.
- 4) Do not tie your dog to a tree.
- 5) Pick up all excreta. It should be placed in a bag before placing it into the dumpster--another city ordinance.
- 6) Excessive barking is considered a disturbance of the peace. Train your dog, please. Any pet creating a nuisance for Residents is subject to action by the Board of Directors, which may include, but is not limited to, fines.

And, we expect dogs to get along with other dogs as well as people. Dogs that jump on people or other dogs may, in your opinion, just be friendly, but to many people they are frightening. This is another reason for a leash.

A special request to owners who rent: Be sure your tenants know the pet rules. No doubt you expect no damage in your unit from the pet, and we expect compliance with the pet rules, so there will be no problems in the common area or for other residents.

THE VILLAS COMMUNITY ASSOCIATION

SIGN RULES

No Signs, other than Association-approved “For Sale”, “For Lease”, “Open House” or “Garage Sale” signs, are permitted to be displayed within the Association boundaries.

FOR SALE AND FOR LEASE SIGNS

- a. Only one (1) exterior Association-approved sign per unit is permitted at any one time, stating “For Sale” or “For Lease”.
- b. Signs may not exceed 18” x 24”.
- c. Only one (1) exterior Association-approved sign rider per unit is permitted at any one time, stating “In Escrow” or “Sold”.
- d. Placement: The sign may be placed no further away from the dwelling unit than half the distance from the dwelling and the sidewalk
- e. It is the responsibility of the Homeowner to make sure that signs posted by Realtors conform to Association specifications. No other signs are acceptable. Any Realtor may contact the Association office Monday through Friday, during normal business hours.
- f. Signs must be removed within 24 hours of closed sale or the signing of a lease or rental agreement.

OPEN HOUSE SIGNS

- a. Open house signs can be posted from 8:00 am to 6:00 pm only.
- b. Placement: The signs must be displayed at the intersection of streets, a maximum of one (1) sign per change in direction, in the landscaped area between the street, curb and sidewalk. One (1) sign may also be placed on the lot during specified open house days and hours.

Signage is prohibited in the Villas front monument planter.

ENFORCEMENT

In the event a Homeowner fails to abide by the Sign Rules, a fine of \$10.00 will be levied for each day a sign is posted in violation of the Rules. The Management Company will notify the Homeowner of the fine(s) and follow the procedures specified in the Association By-Laws. For purposes of these Sign Rules, the correction of the Violation (i.e., removal of any sign which is in violation) is considered satisfactory if it is done immediately on notification of violation.

THE VILLAS COMMUNITY ASSOCIATION

MAINTENANCE AND UTILITY RESPONSIBILITY CHECKLIST

Following is a general breakdown of maintenance and utility responsibility as between an association expense and a member (homeowner) expense.

As with anything, each situation will be determined taking into account extenuating circumstances, if any. The checklist is to provide a general understanding of each party's responsibility.

Not included in the checklist, but necessary to address, are the mature tree roots growing into the foundations, walls, sewer and sidewalk areas. Generally, if the tree is planted within the member owned area, then area damage sustained will be a responsibility of the member.

ITEM	ASSOCIATION	OWNER
<u>LANDSCAPE</u>		
Atrium		X
Front Entry Patio		X
Front Yard (common area)	X	
Patio/Courtyard Drains		X
Rear Patio		X
<u>EXTERIOR PAINTING</u>		
Back Doors (Alisal model only)	X	
Building Exterior	X	
Exterior Walls/Fences	X	
Exterior Gates (recoating/painting except for Carmeno model)	X	
Front Doors	X	X
Garage Doors (if replaced) (requires architectural approval)		X
Garage Doors (if original)	X	X
Patio Covers (requires architectural approval)		X
Utility Doors	X	

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ITEM	ASSOCIATION OWNER	
<u>BUILDING EXTERIOR & BUILDING STRUCTURE</u>		
Atrium Door	X	
Back Door (Alisal model only)	X	
Decks-Patio		X
Front Door	X	
Front Door (if replaced) (requires architectural approval)		X
Front Door Hardware (requires architectural approval)		X
Front Landing (outside gate line)	X	
Fire Doors (garage to atrium / garage to kitchen)	X	
Garage Doors (requires architectural approval)		X
Garage Door Springs & Hinges		X
Garage Side Entry Door (from outside)		X
Rain Gutters:		
▪ Alisal Model: Interior/Exterior Atriums (all walls) And Drip Cap over Front Door	X	
▪ Carmeno Model: Interior Atrium (3 sides)	X	
▪ Portola Model: None		X
▪ Solano Model: Interior Atrium (3 sides)	X	
Skylights (Alisal model only)	X	
Skylights (all other models) (requires architectural approval)		X
Sliding Glass Doors – Original	X	
Sliding Glass Doors – Replaced (requires architectural approval)		X
Stairway & Railing (common area)	X	
Utility Doors	X	
Wall – Bearing	X	
Wall—Partition		X
Window boxes		X
Windows – Original	X	

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Windows – Replaced (requires architectural approval)

x

ITEM

ASSOCIATION

OWNER

INTERIORS, DOORS & WINDOWS

Ceiling

x

Door Frames

x

Door Hardware

x

Fireplace & Chimney Interiors

x

Floor Coverings

x

Front Door (interior painting)

x

Interior Doors

x

Interior Wall Surfaces (paint, wallpaper)

x

Screen Doors

x

Sliding Doors – glass only

x

Utility Outlets

x

Window Glass

x

Window Screens

x

UTILITIES

Cable TV

x

Gas

x

x

Electric

x

x

Phone

x

Trash (included in monthly assessment)

x

Water (included in monthly assessment)

x

PLUMBING & ELECTRICAL

Air Conditioner (requires architectural approval)

x

Circuit Breakers (common area)

x

Electrical Outlets and Fixtures

x

Electrical Wiring (common area)

x

Exterior Front Door Light

x

THE VILLAS COMMUNITY ASSOCIATION

ITEM	ASSOCIATION OWNER	
Exterior Garage Light	X	
Furnace		X
Garage Door Openers (electric)		X
Hot Water Heater		X
Patio Light		X
Phone Wiring		X
Pipes – Gas (original)	X	
Pipes – Gas (replaced)		X
Pipes – Sewer	X	
Pipes – Water (original)	X	
Pipes – Water (replaced)		X
Plumbing Outlets and Fixtures		X
Water Pressure Regulators	X	
 <u>OTHER</u>		
Address Light	X	
Address Numbers	X	
Front Fences/Walls (except Carmeno entry gate)	X	
Gate Hardware and Locks (requires architectural approval)		X
Mailbox	X	
Mailbox Stand/Structure	X	
Pest Control Interior		X
Pest Control Exterior	X	
Rear Fences/Walls	X	
Side Fences/Walls (except Carmeno Model)	X	
Unit Front Entry Gate (except Carmeno model)	X	
Unit Rear Entry Gate	X	

THE VILLAS COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES

PURPOSE

Written approval must be obtained from the Architectural Committee and the Board of Directors for any alteration. In addition, a permit may be required from the City of Irvine. A covenant will be required when a change encroaches upon the common area, such as a skylight, window replacement or patio covering. The covenant attaches responsibility to the owner and subsequent owners for the change. Failure to complete these requirements will constitute a violation of the Covenants, Conditions and Restrictions (CC&R's) and could require modification or removal at the expense of the owner. The Architectural Committee/Board, by setting these standards and approving proposed alterations, does not intend to stifle improvements for utility and comfort, but does hope to assure harmony of design to maintain appearance and enhance the overall value of the property. However, the nature of the improvement and its impact on liability of the Association will be a major concern.

PROCEDURE

The owner has scale drawings or plans of the proposed alteration prepared and submit them to the Architectural Committee/Board for approval. Exhibits and documents submitted for approval will be retained for Association files. If the standards have been satisfied, the Committee will provide the homeowner with a written approval of the proposed operation within forty-five (45) days. The homeowner shall then obtain a permit and covenant, if required, and may then proceed with construction.

Construction must be commenced within sixty (60) days of the date of approval, or issuance of the building permit, whichever is later, or approval is void and a new application shall be required. Cessation of work for more than thirty (30) days shall become subject to action of the Board of Directors.

Upon completion of the improvements, the homeowner must notify the Architectural Committee/Board by written notice delivered to Optimum Professional Property Management, Inc. An inspection will be conducted to ensure the completed improvements conform to the approved plans.

Standard Improvement Agreement prepared by the Associations legal counsel to use when homeowners request to install new windows throughout the community. Furthermore, the Homeowner is financially responsible for the notary required for the Standard Improvement Agreement while the Association is financially responsible for the Attorney to record the Standard Improvement Agreement.

GUIDELINES

THE VILLAS COMMUNITY ASSOCIATION

1. Room additions, eaves or balconies are not permitted. No improvement, which extends the habitable portion of any unit in the Common Area, is permitted.
2. Drawings shall be drawn to scale or reasonably proportioned and shall contain the following:
 - a. Plot plan or floor plan and detailed drawing:
 - (1) Indicate legal description, address, name, North direction, scale used, and a brief description of work.
 - (2) Show all buildings, fences and other improvements, labeling them as existing or proposed.
 - (3) Show all dimensions of the work to be considered.
 - b. Floor plan and detailed drawing:
 - (1) Indicate all walls, columns, opening and any condition or feature that will affect the exterior and interior design of the building.
 - (2) Indicate all plumbing and electrical alterations that will affect the building.
 - (3) Accurately describe the dimensions of all items and parts of the plans and details.
 - (4) Note all items on the exterior that cannot be clearly noted on the elevation.
3. Specifications shall list the materials, quality, color and finish as well as complete description of uncommon materials as to weight, thickness, etc.
4. All paint and/or stain color must be shown and must match approved existing colors. (Information on existing colors can be obtained from the management company.)
5. Sunshades, arbors, trellises, window boxes:
 - a. Structures shall be of wood construction. The Committee/Board must approve other materials.
 - b. Height and placement shall not obstruct a neighbor's view. Exposed surfaces shall match existing colors of the building.
6. Permanent type flagpoles are not permitted. However, wall-mounted brackets for a flag will be acceptable.
7. Weathervanes, clotheslines and other such equipment are prohibited. All other mechanical equipment, including water softeners, exposed to the public view shall require approval and must conform to the noise control regulations, if applicable.

THE VILLAS COMMUNITY ASSOCIATION

8. Screen doors must be approved by the Committee/Board and must be almond, brown, or black. Doors must be maintained by the owners in “like new” condition.
9. Door knockers or other exterior decorative ornaments must be submitted for approval.
10. Holiday decorations are permitted but must be removed 15 days after the holiday.
11. Modification or alteration or removal of any original concrete walkways within patios must be approved by the Committee prior to the commencement of work.
12. Architectural approval is required for floor/ground surface improvements in the patio and atrium. Brick, concrete, pebbles are acceptable; Astroturf and outdoor carpeting is not.
13. Only iron gates are permitted and must conform with existing gates. Approval is required before installation.
14. Rain gutters may be installed and must be painted to match existing color of stucco and fascia. Architectural approval is required.
15. Atrium covers are permitted, but not roofing. Prior approval is required.
16. Skylights require a prior approval and installation by an approved roofer to avoid cancellation of warranty on the roof. A covenant will be required.
17. All maintenance, both by present owners and future, will be borne by homeowners.
18. Satellite dishes shall be installed in compliance with the August 2014 Resolution: Rules Regarding Over-The-Air Reception Devices (OTARD). In summary:
 - a. May not be installed on any Common Area component, except as noted herein.
 - b. Upon written approval from the Association, may be installed on Common Area flat roofs.
 - If mounted on the flat roof, a walking pad shall be placed on the gravel surface under a metal tray or sled which has the satellite attached to it.
 - The tray or sled must then be placed on the roof with 4 to 6 cinder blocks used as a ballast to hold the disk in place.
 - There shall be NO penetrations through the roof.
 - c. May not be installed on a wall that houses a unit owned by another homeowner.
 - d. May be installed within a patio or atrium, or on a flat roof as described above,

THE VILLAS COMMUNITY ASSOCIATION

under the following conditions:

- The satellite dish shall be installed so that it cannot be seen from the sidewalks.
 - When possible, the dish shall be installed so it may not be seen from other homes.
 - All cables should be unobtrusive and concealed as best as possible.
 - The satellite dish, cable, mounting hardware or brackets cannot be placed on other homeowners' units and may not penetrate any surface maintained by the Association.
- e. Homeowner shall submit a notice to the Property Manager describing the location of any satellite dish within fifteen (15) days of installation of the dish.
- f. If installed in a manner inconsistent with these Rules, the Owner shall be subject to fines and the cost of removal of the satellite dish and cables (including restoration of the building surface) after appropriate due process procedures have been pursued
- g. The Owner shall be responsible for the cost of any damage in the community caused by the satellite dish.
19. Portable On Demand Storage Units (PODS) may be placed on designated parking spaces in compliance with the August 2014 Resolution: Rules Regarding Portable On Demand Storage Units. In summary:
- a. Common Area shall not be used for the storage of PODS unless written consent has been obtained from the Property Manager.
 - b. PODS may be placed on parking spaces (not to exceed the boundaries of the parking space), such that they not obstruct the view from corners of streets within the community or present safety hazards.
 - c. PODS may not exceed four (4) consecutive days.
 - d. The placement shall be for the sole and limited purpose of storage of household goods prior to moving in or out of housing within the Association.
 - e. Placement in yards or lawn areas is prohibited.
 - f. If installed in a manner inconsistent with these Rules, the Owner shall be subject to fines after appropriate due process procedures have been pursued.
 - g. The Owner shall be responsible for the cost of any damage in the community caused by the PODS. The cost of any such damage or removal fees shall be assessed against the unit owner as an assessment.

THE VILLAS COMMUNITY ASSOCIATION

20. Conditions not defined within these guidelines shall become a matter of judgment on the part of the Architectural Committee/Board.

THE VILLAS COMMUNITY ASSOCIATION

ARCHITECTURAL CONTROL COMMITTEE MODIFICATION FORM

(Please Print Clearly and Submit Original and 2 Copies)

Homeowner's Name *(please print)*

Property Address

Mailing Address *(if different than property address)*

Home Phone: _____ Work Phone: _____ Email: _____

Forecast Start Date (after approval): _____ Forecast Completion Date: _____

DESCRIPTION OF PROJECT:

LOCATION OF PROJECT:

Front Right Side (From Street)
 Rear Interior
 Left Side (From Street)

CHECK ALL THAT APPLY FOR THIS PROJECT:

<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Extension	<input type="checkbox"/> Lighting	<input type="checkbox"/> Room Addition
<input type="checkbox"/> Awnings	<input type="checkbox"/> Fence/Wall	<input type="checkbox"/> Painting	<input type="checkbox"/> Screen Door
<input type="checkbox"/> Basketball Backstop	<input type="checkbox"/> Garage Door	<input type="checkbox"/> Patio Cover	<input type="checkbox"/> Spa
<input type="checkbox"/> Children's Fort	<input type="checkbox"/> Gazebo	<input type="checkbox"/> Playhouse	<input type="checkbox"/> Other _____
<input type="checkbox"/> Deck/Balcony	<input type="checkbox"/> Green House	<input type="checkbox"/> Pool	
<input type="checkbox"/> Doors	<input type="checkbox"/> Hardscape	<input type="checkbox"/> Rain Gutters	
<input type="checkbox"/> Drains	<input type="checkbox"/> Landscape	<input type="checkbox"/> Roof	

PLEASE FILL IN DETAILS BELOW IF NOT SHOWN ON PLANS:

Type of materials to be used: _____

Type of wood surfaces: _____

Color Scheme: _____

City of Irvine Building Permits Attached? YES _____ NO _____ Comments: _____

Impacted Neighbor Statement Attached? YES _____ NO _____ Comments: _____

Are all existing modifications shown on plans? YES _____ NO _____ Comments: _____

Three Copies Attached? YES _____ NO _____ Comments: _____

Note: Plans that are approved are not to be considered authorization to change the drainage plan as installed by the developer and approved by the City of Irvine. The review is intended to consider aesthetic appearance of the drains, pipes and coring and other applicable aspects of drainage. If plans denied or modified a new Impacted Neighbor Statements must be submitted.

Owner may also need to acquire approval from the City of Irvine for permission to encroach within City easement. Furthermore, owner is responsible to comply with all building codes and laws for proposed modifications.

**THE VILLAS COMMUNITY ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE MODIFICATION FORM**

Home Modification Disclaimer Statement

I/we certify that I/we have read and understand all pertinent sections of the Association's applicable CC&Rs and the Architectural Guidelines/Rules & Regulations. I/we believe that the information on this application, including the plans and any other attachments are accurate and complete. I/we understand that I/we are responsible for the actions of our contractors.

I/we understand that the Association will inspect the modification during and after construction to verify conformance with the approval. I/we understand and agree that any failure to complete the modification in accordance with the approved application, plans, and schedule may result in reconstruction at my/our expense, forfeiture of deposits, additional fines, and future action by the Association, as deemed appropriate by the Association.

Property Owner's Signature

Date

FOR ARCHITECTURAL COMMITTEE/BOARD OF DIRECTORS USE

The Architectural Application is:

_____ APPROVED as submitted

_____ APPROVED with the following changes and/or conditions: _____

_____ DENIED for the following reason(s): _____

_____ DENIED Incomplete Submission. Resubmit to include: _____

Architectural Consultant Signature: _____ Date: _____

Architectural Committee Member Signature: _____ Date: _____

Architectural Committee Member Signature: _____ Date: _____

Architectural Committee Member Signature: _____ Date: _____

WORK SHALL NOT COMMENCE WITHOUT RETURN RECEIPT OF THIS APPLICATION WITH ARCHITECTURAL COMMITTEE MEMBER SIGNATURES. FAILURE TO OBTAIN WRITTEN APPROVAL PRIOR TO COMMENCING WORK MAY RESULT IN A FINE AND THE COST TO RESTORE TO ORIGINAL CONDITION.

MAIL COMPLETED APPLICATION TO:

Optimum Professional Property Management, Inc. (ACMF)
Accredited Community Management Firm
230 Commerce, Suite 250
Irvine, CA 92602

THE VILLAS COMMUNITY ASSOCIATION
Facing, Adjacent and Impacted Neighbor Statement

The attached plans were made available to the following for review:

(DATE RECEIVED STAMP)

FACING NEIGHBOR:

Name	Address	Signature	Date
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FACING NEIGHBOR:

Name	Address	Signature	Date
------	---------	-----------	------

ADJACENT NEIGHBOR:

Name	Address	Signature	Date
------	---------	-----------	------

ADJACENT NEIGHBOR:

Name	Address	Signature	Date
------	---------	-----------	------

IMPACTED NEIGHBOR:

Name	Address	Signature	Date
------	---------	-----------	------

IMPACTED NEIGHBOR:

Name	Address	Signature	Date
------	---------	-----------	------

The above neighbors have seen the plans being submitted to the Architectural Committee for review. I understand that neighbor objections do not in themselves cause denial. However, the Architectural Committee may contact neighbors to review their comments, if necessary.

SUBMITTED BY:

Homeowners Name *(please print)*

Homeowners Signature

Property Address *(please print)*

Date

THIS STATEMENT MUST BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE WITH THE COMPLETED REQUEST FOR MODIFICATION AND PLAN.

THE VILLAS COMMUNITY ASSOCIATION

Re-Paint Application

(Must submit original and 2 copies with color samples attached to each form)

Homeowner Name _____ Signature _____

Property Address _____

Mailing Address (if different than property) _____

Home Phone _____ Work Phone _____

Email _____

PROPOSED COLORS

STUCCO	Attach Color Sample
Paint Manufacturer:	
Color Name and Number	

TRIM	Attach Color Sample
Must specify each wood trim area to be painted. Attach additional sheets/forms if necessary.	
Trim Area _____	Color & Number _____
Trim Area _____	Color & Number _____
Trim Area _____	Color & Number _____
Trim Area _____	Color & Number _____

ACCENT	Attach Color Sample
Must specify each accent wood area to be painted. Attach additional sheets/forms if necessary.	
Accent Area _____	Color & Number _____
Accent Area _____	Color & Number _____
Accent Area _____	Color & Number _____
Accent Area _____	Color & Number _____

OTHER	Attach Color Sample
Location _____	

PROPOSED COLORS

Architectural Consultant Signature: _____ Date: _____

Architectural Committee Member Signature: _____ Date: _____

Architectural Committee Member Signature: _____ Date: _____

Architectural Committee Member Signature: _____ Date: _____

WORK SHALL NOT COMMENCE WITHOUT RETURN RECEIPT OF THIS APPLICATION WITH ARCHITECTURAL COMMITTEE MEMBER SIGNATURES. FAILURE TO OBTAIN WRITTEN APPROVAL PRIOR TO COMMENCING WORK MAY RESULT IN A FINE AND THE COST TO RESTORE TO ORIGINAL CONDITION.

THE VILLAS COMMUNITY ASSOCIATION

SATELLITE DISH INSTALLATION FORM

Homeowner's Name (*please print*)

Property Address

Mailing Address (*if different than property address*)

This is to acknowledge that I understand and agree that the satellite dish that I am having installed will meet the following requirements:

- May not be installed on any Common Area component, except as noted herein.
- Upon written approval from the Association, may be installed on Common Area flat roofs.
 - If mounted on the flat roof, a walking pad shall be placed on the gravel surface under a metal tray or sled which has the satellite attached to it.
 - The tray or sled must then be placed on the roof with 4 to 6 cinder blocks used as a ballast to hold the disk in place.
 - There shall be NO penetrations through the roof.
- May not be installed on a wall that houses a unit owned by another homeowner.
- May be installed within a patio or atrium, or on a flat roof as described above, under the following conditions:
 - The satellite dish shall be installed so that it cannot be seen from the sidewalks.
 - When possible, the dish shall be installed so it may not be seen from other homes.
 - All cables should be unobtrusive and concealed as best as possible.
 - The satellite dish, cable, mounting hardware or brackets cannot be placed on other homeowners' units and may not penetrate any surface maintained by the Association.
- If installed in a manner inconsistent with these Rules, the Owner shall be subject to fines and the cost of removal of the satellite dish and cables (including restoration of the building surface) after appropriate due process procedures have been pursued
- The Owner shall be responsible for the cost of any damage in the community caused by the satellite dish.

Property Owner's Signature

Date

THE VILLAS COMMUNITY ASSOCIATION

THE VILLAS COMMUNITY ASSOCIATION

A California non-profit mutual benefit corporation

WATER INTRUSION POLICY

Policy Overview: The Villas Community Association (“Association”) and unit owners are both responsible for maintaining and repairing certain components damaged as a result of water leaks and/or other water intrusions, based upon the Association’s governing documents. These responsibilities depend, in part, on the source and cause of the water leak/intrusion. While the Association is generally responsible for common area water leaks, owners are typically responsible for water leaks emanating from within their unit. However, each instance of water intrusion needs to be reviewed on a case-by-case basis as the particular facts and circumstances of each case may shift these general maintenance responsibilities from one party to another. This Water Intrusion Policy is intended to inform owners about these general water repair and maintenance responsibilities, and to have a procedure in place when a water leak or other water intrusion incident occurs to hopefully minimize the damage it causes.

Association’s Responsibility:

- 1. Pipes:** The Association is responsible for the maintenance and repair of plumbing and sewer pipes, wherever located, except for the outlets thereof located within the units. (CC&Rs, Article I, Section 8; Article VII, Section 1(a)) This includes pipes located within the perimeter walls of a unit and pipes located in, or beneath, the concrete slab/foundation beneath a unit.
- 2. Roof:** The Association is responsible for the maintenance and repair of roofs of the dwelling units. (CC&Rs, Article I, Section 8; Article VII, Section 1(a))
- 3. Windows:** Association is only responsible for original window frames (CC&Rs, Article VII, Section 2(b))

Owner’s Responsibility:

- 1. Windows:** If an owner replaces the windows to their unit, then the unit owner is responsible for the maintenance, repair and replacement of the window, window frame and all appurtenances. (CC&Rs, Article VII, Section 2(b))
- 2. Outlets and Fixtures Within the Unit:** Owners are responsible for the maintenance, repair and replacement of the outlets of water and waste pipes located within their unit, from the point of entry from the perimeter

THE VILLAS COMMUNITY ASSOCIATION

wall or slab to the appliance or fixture to which it is attached. (CC&Rs Article VII, Section 2(a)) Components for which owners are typically responsible include, but are not limited to, toilets, stop valves, angle stops, faucets, pipes/components from the wall to a sink or other fixture, dishwasher, washing machine, etc. When these components, and any other component for which the unit owner is responsible, malfunctions, fails, breaks or leaks, the unit owner is responsible for all resulting damage including damage to their own unit, neighboring units, common area, and the other Association owned/maintained property.

Precautionary Measures: As a precautionary measure to hopefully avoid water leaks and other water intrusions, owners should turn off the water to their unit when leaving for any extended period of time, such as for the weekend or other lengthy vacation.

Reporting and Notification: When you suspect that a water leak, from either the roof, window, a pipe or other fixture, or water otherwise appears in or about your unit, regardless of the suspected source of the water, you should immediately:

- 1) **Shut off the water to your unit, and**
- 2) **Contact the Association and report the water/leak:**

The Villas Community Association
c/o Optimum Property Management
230 Commerce, Suite 250
Irvine, CA 92602
(714) 508-9070

If the water cannot be shut off and the water intrusion is substantial, then the incident should be treated as an emergency situation.

Duty to Mitigate - Mold: If a water leak is not timely reported to the Association (i.e., not reported within 24 hours of discovery) or is otherwise not timely addressed by the unit owner, and moisture is allowed to remain in the unit and/or in Association walls, structures and/or common areas, additional and otherwise avoidable damage can occur. In that circumstance, the unit owner may become responsible for all of the additional expense incurred due to the delay. Such expense often consists of mold remediation costs and additional repairs/replacements that would have been unnecessary had the water been timely reported.

Tenants: Owners must provide their tenant(s) with their emergency contact information and the Association's management's contact information (above) so that water leaks and water intrusions can be reported immediately by the

THE VILLAS COMMUNITY ASSOCIATION

tenants. Homeowners must also provide emergency contact information and tenant contact information to the Association's manager for use in the event a leak is reported in or near their unit.

Inspection and Repairs: Upon notification of a water leak/water intrusion, the Association's manager will contact the appropriate Association vendor to inspect and determine the source of the water and to assess the damage and necessary repairs. For water leaks or water intrusions caused by a common area component (i.e., a broken/leaky pipe located inside a wall or in the concrete slab, or the roof) for which the Association is responsible, the Association will perform the necessary repairs to the common area (including repairing, taping and texturing holes in the drywall or concrete). All repairs inside the unit (i.e., paint, wallpaper, cabinets, flooring, etc.) are the responsibility of the unit owner. However, if a common area leak is caused by an act of a unit owner or his/her family members, tenants, or guests, then the owner may be responsible for the cost of the common area repairs caused thereby. (CC&Rs, Article VII, Section 7)

In the event of a leak or water intrusion caused by the failure of a component for which a unit owner is responsible (such as a pipe extending from the unit wall to a toilet or washing machine, or a replaced window), the unit owner is responsible for the cost of repairs to his/her unit. Further, the Association will undertake to repair all elements of the Association common area (including, but not limited to drywall and building structure). However, the cost of that Association work will become the responsibility of the unit owner, after a hearing. Absent written Association authorization, owners are not permitted to conduct repairs to the Association common area or other structures or items that are the maintenance/repair/replacement responsibility of the Association.

Association's Right to Repair: In the event that an owner fails to accomplish the necessary maintenance and repair to their unit following a water leak, the Association may, but is not obligated, to perform the repairs. After reasonable notice to the owner, the Association may enter the unit and conduct the necessary repairs or replacements, the cost of which shall be charged back to the owner as a reimbursement assessment, after notice and hearing. (CC&Rs, Article VII, Section 3)

Insurance: The Association is required to maintain a comprehensive public liability policy and master policy of fire/casualty insurance, which may or may not include coverage for water damage. (CC&Rs, Article VIII, Section 1) Owners are responsible for maintaining insurance on his/her personal property and improvements made by an owner to his/her unit. (CC&Rs, Article VIII, Section 10) Repairs to the interior of a unit are the responsibility of the unit owner. Such repairs may include (but are not necessarily limited to, painting, carpet/flooring replacement, furniture and/or cabinets, etc.). A lack of insurance coverage for any particular condition/event does not relieve a unit

THE VILLAS COMMUNITY ASSOCIATION

owner of financial responsibility! As such, all owners are encouraged to carefully review their coverage with their own insurance professionals.

ASSESSMENT COLLECTION POLICY

The Board of Directors of your association has an obligation to collect all association assessments in a timely manner. Based upon the Association's Covenants, Conditions and Regulations (CC&R's) and in compliance with the Civil Code Sections 5650 thru 5740, the following is the current billing policy in effect:

ASSESSMENT DUE: First day of the month

AT 15 DAYS PAST DUE: A \$10.00 late fee or 10%, whichever is greater, will be assessed

AT 30 DAYS PAST DUE: Unpaid assessments are delinquent 30 days after they are due (Civil Code § 5650(b)). (CC&Rs Art. IV, Sec. 1). Any installment of annual assessments and special assessments not received within thirty (30) days after the due date, plus all reasonable costs of collection (including attorneys' fees) and late charges, shall bear interest commencing **30 days** from the due date until paid at the rate of **12%** per annum (CC&Rs Art. IV, Sec. 1).

AT 75 DAYS PAST DUE: A LIEN for the amount of any delinquent assessments, late charges, interest and costs of collection, will be recorded against the owner's real property if the amount set forth in the NOTICE OF INTENT TO RECORD ASSESSMENT LIEN is not received within 30 days of the postmark of said letter and said lien was approved by the Board. A copy of the lien will be sent to the owner(s) at his/her address of record via certified and first class mail. The lien may be enforced in any manner permitted by law including without limitation, a small claims judgment, judicial or non-judicial foreclosure. LIEN PROCESSING FEE of \$300.00 will be assessed to the owner's account which includes the Lien

THE VILLAS COMMUNITY ASSOCIATION

Release Fee.

NO SOONER THAN 30 DAYS AFTER THE PRE ATTORNEY LETTER HAS BEEN MAILED: ACCOUNT IS REFERRED TO COLLECTION ATTORNEY at the expiration of thirty (30) days following Pre Attorney Letter. The lien may be enforced in any manner permitted by law, including but not limited to, judicial or non-judicial foreclosure (Civil Code §5700(a)). The owner will also be responsible for all reasonable costs of collection, including attorney's fees to collect any delinquent sums (Civil Code §5650(b)(1)). ATTORNEY PACKAGE FEE of \$300.00 will be assessed to the owner's account.

All costs incurred by the foregoing actions are a charge to the account of the delinquent homeowners and the actions will be terminated only after both the association assessments and legal fees have been received. Once the foregoing proceedings are begun all correspondence or telephone communication will be referred to the association attorney's office.

It is the sincere desire of your Board of Directors to cooperate with the homeowners in matters of delinquent accounts. Should you require special consideration, please contact your Board of Directors in writing immediately so attention may be given to your account before legal action occurs and legal costs have been incurred.

As provided for in the declarations, all collection costs incurred are a charge to the account of the delinquent homeowners and are subject to change.

THE VILLAS COMMUNITY ASSOCIATION

ENFORCEMENT PROCEDURES

Any Owner/Tenant of The Villas Community Association has the right of complaint, through the Board of Directors, as to any infraction or violation of the Association's Covenants, Conditions and Regulations (CC&R's) or of the Rules and Regulations duly adopted by the Board of Directors (Rules). The procedure for investigating a complaint and the subsequent action to be taken by the Board of Directors shall be as follows:

1. When an Owner/Tenant desires correction of a violation or infraction of the CC&R's or of the Rules, a letter should be sent to the Board of Directors, c/o Optimum Professional Property Management, Inc. (230 Commerce, Suite 250, Irvine, CA 92602).
2. Upon verification that the reported offense is, in fact, a violation of the Association's CC&Rs or Rules, a warning letter shall be sent, certified mail, to the alleged violator within ten (10) days of the receipt of the notice of violation.
3. Should the violation not be corrected within the time period specified in the warning letter, or the violation continues to be repeated, a Notice of Hearing (copy of form attached) shall then be sent, certified mail, to the Owner (and Tenant if applicable) for the purpose of the Board's addressing any dispute of the violation prior to constituting a penalty assessment against property occupied/owned by the noticed violator. Any assessment of a penalty shall be at the discretion of the Board of Directors. Repeated violations may result in a legal action on behalf of the association to enforce the CC&Rs and/or Rules.

THE VILLAS COMMUNITY ASSOCIATION

FINE SCHEDULE

In conjunction with the enforcement procedures adopted by The Villas Community Association Board of Directors on April 24, 1986, the following fine schedule has been assembled to assist the Board in its enforcement of the Association's CC&R's and Rules and Regulations. The enforcement procedures will be administered as follows, along with, but not limited to, a fine(s) if deemed necessary by the Board:

1. Upon verification of a violation a warning letter will be sent to the violators.
2. Should the violation not be corrected within the time period specified in the warning letter, or the violation continues to be repeated, a Notice of Hearing shall be sent to the Owner (and Tenant if applicable) for the purpose of the Board's addressing any dispute of the violation prior to instituting a penalty assessment against property occupied/owned by the noticed violator. Assessment of a penalty shall be at the discretion of the Board. If a fine is levied, the schedule of fines shall be administered in the following order:

First violation	\$100.00
Second violation	\$200.00
Third and subsequent violations	\$300.00 each

The Board of Directors reserves the right to use legal action or penalty assessments to obtain compliance and help enforce the CC&Rs and/or Rules and Regulations.

THE VILLAS COMMUNITY ASSOCIATION

NOTICE OF HEARING

To: _____

Date: _____

The Board of Directors of The Villas Community Association request that you take action to eliminate the alleged violation(s) as described to you in our letter dated _____. Since you have apparently failed to eliminate the alleged violation(s) by the specified date, the Board will hold a hearing on the matter at which you may appear and present facts to dispute the alleged violation(s).

If you fail to appear at the hearing, or if it is determined that the violations(s) did occur as alleged, the Association intends to institute a penalty assessment against your property in the amount of \$_____.

The hearing has been scheduled on the _____ day of _____, 20____, _____ (time).

Location of the hearing will be at:

If you have already eliminated the alleged violation(s) or have any questions regarding the scheduled hearing, please contact _____ at _____.

Sincerely,

The Board of Directors