

# **VISTA PARK VILLAS CONDOMINIUM ASSOCIATION**

**Rules and Regulations  
Revised March 27, 2025**

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# Vista Park Villas Condominium Association

Dear Owners:

Enclosed, please find your copy of the revised Rules and Regulations, adopted by resolution of the Board of Directors, for your review. When you purchase a unit in the Vista Park Villas Condominium Association, you automatically become a member. The Association manages and operates the Common Areas pursuant to the governing documents, i.e. Articles of Incorporation, By-Laws and Covenants, Conditions, and Restrictions. The Rules and Regulations is an extraction of the CC&R's, a summary easier to read and understand.

Further, the Association provides a base for interaction among the owners on a variety of issues. The Board of Directors meets monthly on the third Tuesday of each month. Agendas for these meetings are posted at the property to inform you of the exact time and place. All owners are welcome and encouraged to attend.

Before each regular session Board of Directors meetings an Open Forum discussion takes place. Each owner has five (5) minutes to express their concerns and/or requests. If an owner has a specific topic to be discussed, he/she should send a written request to management at least ten (10) days prior to the meeting so that it may be added to the agenda.

**Owners who rent or lease their unit are responsible to provide their tenant(s) with copies of these Rules and Regulations, as all tenant(s) who live on the premises are expected to follow all the rules and regulations of the Association. As an owner who rents, please remember that you remain ultimately responsible for your tenant's actions, as well as the actions of their guests.**

In order to maintain an orderly and pleasurable living environment within Vista Park Villas, these rules and regulations have been established and will be enforced.

Sincerely,

**THE BOARD OF DIRECTORS**  
Vista Park Villas

## USE OF A UNIT

A unit shall be used solely for residential purposes by owners, tenants and guests. No trade or business shall be conducted from a unit. No outbuilding or structure of a temporary nature shall be used at any time as a residence.

Residents shall be limited to two (2) persons per bedroom per unit.

No unit or portion thereof shall be used in connection with any timesharing agreement, exchange or time interval ownership arrangements. All rentals must be for 30 days or more.

Owners are required to update their Owner/Resident registration information each time a new tenant is procured. See Exhibit "A" which is the form required of owners to submit to Management.

## STREETS AND DRIVEWAYS

All streets and common area parking spaces shall be maintained by the Association, whereas personal patio slabs shall be maintained by the resident/owner. Personal patio slabs may be improved, provided plans and specifications are submitted in writing to the Board of Directors and/or Architectural Committee. Approvals of such improvements are at the sole discretion of the Board of Directors and the Architectural Committee.

## NOISE AND NUISANCES

As a condominium owner, we live very close to one another. Disturbing noises, which may interfere with the quiet enjoyment of other owners **CAN NOT** be permitted. Excessively loud talking, radios, televisions, or other loud noises or conduct will be considered a nuisance. Excessive dog barking is also considered a noise nuisance.

## DRONES

To assure privacy, safety and peaceful enjoyment in the community, at this time the use of drones is prohibited over common and exclusive use areas by owners, residents and/or their guests.

## FENCES/BALCONIES

1. No one shall be allowed to hang items such as clothing, rugs, towels, laundry, etc. over patio fences or balcony railings.
2. Upper balcony railings can be child and/or pet proof by the installation of a clear Plexiglas material. See Exhibit "B" for specific guidelines.



## VEHICLE RESTRICTIONS

1. Owners will park in their garages and/or their assigned parking spaces at all times.
2. Guest parking is designed for guests **ONLY**.
3. **NO** motorized vehicles shall be parked in the common area except in designated parking areas.
4. Vehicle washing is **NOT** allowed in the common area and/or streets of the Association.
5. Parking along the sides of the streets or in front of the garages is **NOT** permitted at any time. Our streets are not wide enough to permit parking on either side of the street. **Violators will be towed without notice and at the vehicle owner's expense.**
6. Commercial vehicles of any kind are **PROHIBITED** to be parked or stored on Association property **EXCEPT** in a rented space in the RV lot.

**Note-** A commercial vehicle is defined as one licensed as a commercial vehicle (contains commercial plates) and/or reflects advertising of a business. Temporary signage, the type that adheres with magnets, does not fall into this category as long as the signage is removed when parked in the common area.

7. Vehicle repairs are **NOT** permitted to be performed in any garage, driveway, parking area or in the streets in the Association's common area.
8. **NO** vehicle may be used as temporary living quarters at any time.
9. Only the following vehicles shall be permitted to be parked in the common area: standard passenger vehicles, including sport utility vehicles (SUV or VAN), trucks which do not exceed one-half ton in gross weight and motor cycles that are currently licensed, properly registered and in operable condition.
10. Only one motor vehicle is allowed in an assigned space.
11. There will be **NO** bicycle riding, skateboarding, scooters, roller blades, roller skates and/or anything similar permitted at Vista Park Villas at any time.
12. Speed limits on the streets within the community shall be 5 mph.
13. Street Legal off-road vehicles (dune buggies, mini bikes, etc) are allowed only to enter and leave the premises and they must be operated in such a manner as not to obstruct traffic or cause a nuisance. These vehicles are not for recreation within our property limits.
14. With the exception of loading and unloading or renting a parking space in the Association's RV lot, boats, trailers, campers, recreational vehicles, commercial vehicles and trucks in excess of one-half tons in gross weight are **NOT permitted** within the Association.
15. Parking of commercial vehicles for the purposes of making deliveries or service calls shall be permitted in accordance with Association rules.
16. Guest parking spaces are for guests, not owner residents or tenants. Parking is allowed in guest parking for 4 hours at a time. Overnight guest parking requires a permit. See Exhibit "C" for guest parking permit guidelines.

## SATELLITE DISHES

1. Satellite dishes are allowed **ONLY WITH PRIOR** architectural approval from the Board of Directors.
2. One satellite dish per unit, with only one cable entering the unit at the base of the building near the sliding door in the patio enclosure. Splitting the cable line must be done on the interior.
2. Approval will be given only if submission is for a free standing dish. No dish is allowed to be attached to the roof, building or fence. **See Exhibit "D"** for Architectural Request Form.

## GARAGES/GARAGE DOORS

1. Garages must be used for the sole purpose of housing the number of vehicles it was designed for, i.e. single door, 1 vehicle – double door, 2 vehicles.
2. Garage doors must be kept closed at all times except for ingress and egress.
3. Garages may not be used for storage or be converted to any other uses, except to house vehicles.
4. Vehicle repairs and vehicle washing are prohibited inside garages.
5. The interior door in the garage is a fire door. These doors may **NOT** be propped to stay open at any time. It is a violation of the fire code laws.
6. Removing or tampering with your fire door could potentially increase the rate of the Association's insurance. Owners are prohibited from disconnecting, damaging or modifying any protection system. (A fire door with a hinge that is designed to automatically close the door is considered a protection system).
7. Each owner is responsible for the maintenance, repair and replacement of his or her exclusive use garage door. **See Exhibit "E"** which is the application form for a new garage door that must be submitted for Board approval prior to installation. The approved model is a Sequoia, short panel, white, no windows door.

## PERSONAL PLANTINGS

1. Any personal planting in the common area must have architectural approval. Approval will be based on the type of plants used and their water usage.
2. Owners take full responsibility for the maintenance of their plants and that if they sell their unit they must make sure the new owner is aware of their responsibility to maintain what was personally planted.
3. Plants in Nursery Pots are **NOT** allowed. Plants must be in decorative pots if left outside your unit in the common area. The Association's landscapers have been instructed to remove any plants left in nursery pots from the premises.
4. Owners understand that if they fail to maintain their personal plantings, the Association has the right to remove the plants and assess the owner for any costs incurred.

## SIGNS

No business signs or advertising may be displayed in the Association without the express written approval of the Board of Directors, but this provision does not prohibit the display upon any space of a sign of customary dimensions advertising the property for sale or rent. Open House signs to be posted in front of the property must have approval from the Board of Directors.

## ANIMALS

1. Residents are allowed two (2) domestic pets, each not to exceed 50 pounds in weight. (Animals required for the health and safety of a resident, including sight assistance dogs, shall be allowed and exempt from weight limits).
2. Pets must be on a leash with a collar showing current license tag(s) at all times in the common area. Pets found in the common area of the Association not on a leash and/or without current tags will be removed to a pound or animal shelter within the jurisdiction of San Diego County.
3. Pets may **NOT** be tied up and/or left unattended in the common area.
4. Owners are required to immediately remove their pet's feces and dispose of it in the proper trash receptacles.
5. **NO** pets are to be bred or kept on the property for commercial purposes.
6. For insurance reasons, **NO** aggressive pet or pets with a bite history are allowed, along with breeds of dogs known as "Pit Bulls" that include American Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or any dog displaying the majority of physical traits of any one of the above breeds along with Akitas, Bulldogs, Bullmastiff/Mastiff, Chows, Dobermans, German Shepherds, Malamutes, Huskies, Rottweilers and any combination thereof. Dogs living on-site as of April, 2012 are grandfathered.
7. **NO** pets are allowed in the swimming pool enclosure or the pool itself at any time.
8. The Association has no liability for any damage or injury to persons that a pet may cause to owners, tenants and/or guests.
9. Owners are required to control their dog or dogs barking. Excessive barking is a noise nuisance and a violation of these rules. (Bark collars are available at local pet stores).

## WINDOWS, SCREEN DOORS AND SECURITY SCREEN DOORS

1. Screen doors are allowed so long as they are metal and either white, bronze or black in color.
2. Windows and screen doors must be maintained in good repair. Broken windows or bent frames or torn mesh on window screens must be repaired within 7 days.
3. Window coverings are to be a solid color of white or beige.
4. Sheets, blankets, multi-colored curtains/drapes, tin foil, cardboard are all prohibited as a window coverings.
5. Retrofit window replacement is allowed provided you get architectural approval beforehand. See **Exhibit "F"** for Window Replacement Guidelines.

## REFUSE DISPOSAL

1. All rubbish/trash should be properly bagged and removed regularly to the dumpster enclosures.
2. All boxes and cartons must be broken down and placed flat in the dumpster.
3. Do not leave trash on the enclosure floors as it may attract rodents.
4. Bulk trash such as sofas, refrigerators, etc. **are NOT allowed** to be placed in the dumpsters or dumpster enclosures. Bulk items must be disposed of by the Owner/Tenant offsite in an appropriate and legal manner.
5. No refuse from remodeling or redecorating projects are to be placed in the dumpsters. Owners are responsible to notify their contractors that they are **NOT** allowed to use Association dumpsters.
6. Hazardous waste such as grease, oil, paints, and other toxic substances are not to be placed in trash receptacles or dumped anywhere on the premises. Residents should contact the Recycling and Household Hazardous Materials Program (as listed below) to recycle hazardous waste.

County of San Diego  
Recycling and Household Hazardous Materials Program  
San Diego, CA 92101  
1-877-713-2784 (toll free)
7. Electronic equipment must also be disposed of off-site. Old televisions, computers, vcrs, etc. can be brought to the Good Will on East Vista Way.

## GENERAL USE OF COMMON AREA

1. All Common Area recreational facilities are for the sole use of Owners, tenants and their respective guests. These recreational facilities are to be used by residents only.
2. Owners are responsible for their tenant's violations of rules and regulations and for any damage that may be done to the Common Area.
3. Guests may use the recreational facilities only when accompanied by the resident.
4. Owners are responsible for the behavior of all guests. Guests who cannot or will not conduct them in a courteous and restrained manner must be escorted by the resident owner/tenant from the premises.
5. Rough playing, running or other dangerous play is forbidden in the common area.
6. All living units, as well as, approved owner improvements shall be maintained in a neat and clean manner by the owner.
7. No owner/resident shall store items or construct anything on or in the common area.
8. Soliciting in **NOT** permitted in Vista Park Villas without the express written permission of the Board of Directors. Appropriate signage is posted at the entrance.

## SWIMMING POOL RULES

1. Swimming pool use must be in accordance with the posted rules in the pool area enclosure. Residents **MUST** have their pool key card in their possession at all times while in the pool enclosure.
2. The Association will **NOT** be liable for loss, damage or injury to persons or property in any manner or incident relating to the use of the swimming pool by owners, tenants and/or their guests.
3. Children under the age of 14 must be accompanied by an adult at all times.
4. No running, diving or dangerous play is allowed in the pool area. Loud, noisy activities are forbidden.
5. Radios are **NOT** allowed in the pool area, **except** when using a headset.
6. Pets are **NOT** allowed in the pool area at any time.
7. No one is permitted to use the pool **wearing anything but proper swimming attire which includes swimmers on babies not regular diapers. Cutoffs, shorts, etc. are not allowed.**
8. No one is permitted to use the pool if there is a presence of open sores, bandages, loose bowels or communicable diseases.
9. **Pool Gates are to remain lock closed at all times.**
10. The pool gate is **NOT to be propped open at any time.** Any violator caught propping open the gate will lose all pool privileges for a year.
11. If you bring food, snacks or drinks into the pool area, make sure all left over trash is deposited into the trash container in the pool area. Gum chewing is **NOT** allowed in the pool area.
12. **NO GLASS** containers are allowed in the pool area.
13. **NO ALCOHOL** can be consumed while in the pool area, however smoking is **ALLOWED** so long as the cigarette butts are disposed of in the proper container.
14. Emergency and life saving equipment are for emergency use **ONLY**. If you witness anyone playing with this equipment, you must report them to management immediately.
15. Pool Hours are from 9:00 a.m. to 9:00 p.m. daily.
16. If you lose your pool key card or pool bathroom key, replacement keys are available through the management company for a fee of \$75.00 each
17. The Vista Park Villas Board of Directors reserves the right to suspend the use of the Pool to any owner. **See Exhibit "H"** that outlines reasons for suspension and how your key card can be reactivated.
18. **SWIMMING POOL CAPACITY IS 20 PERSONS. You may be asked to vacate the Pool if capacity is exceeded.**

## AIR CONDITIONERS

1. Air conditioner units require architectural approval prior to installation.
2. Window a/c units also require architectural approval prior to installation and will only be approved with clear Plexiglas above the unit. **See Exhibit "D"** for the proper submission form.

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## Plexiglas Guidelines for Upper Balcony Units

Adopted 6-23-15

1. Architectural Submission must be made to the Board of Directors for their approval before installation of this product.
2. If your submission is approved, it does not allow a resident the right to leave their pet or child unattended on the patio balcony.
3. Plexiglas is to be maintained in good repair by the owner.
4. Plexiglas will be removed when an owner who installed this product sells his/her unit.
5. Owners are responsible to advise the Association of any safety issues regarding their stairs and/or their upper patio railings.

## Policies Adoption as of January 25, 2024

### **Vista Park Villas Deck, Patio and Common Area Rules**

All space outside a unit's airspace, including building walls, fences, plants and the ground are the Association's property per the community's CC&Rs.  
Association plantings are not to be removed or trimmed by residents/owners

#### **EXCLUSIVE USE COMMON AREA includes patios & decks and exterior stairs.**

#### **COMMON AREA includes any outside space that all owners share access to.**

Note: Deck and structural damage due to weight, pots without saucers, patio furniture, caused by the unit's owner shall be the responsibility of the that owner.

All plants on decks must be contained ONLY in lightweight fiberglass or plastic decorative pots with **saucers** and filled solely with lightweight potting soil.

No one pot with plant shall exceed 30 lbs.

No items are allowed on the cantilevered deck landings at the top of the stairs.

Plants and patio furniture should not cover more than 1/4 of the total deck area and no objects are NOT to be placed in front of the fire extinguishers.

Patios: Small plants may be planted within patio areas.

Trees are prohibited in patios and on decks.

No trees are allowed due to the small size of the patios and decks and risk they present to the building foundation, walls and roof.

No personal belongings, trash, umbrellas, seating, decorations shall remain in the **common area** overnight. Exclusive use common areas are decks and patios.

This criteria is instituted to protect buildings, foundations, walls, roofs, plumbing, fences and hardscape from damage, as well as conserving the Association's water.

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## Guest Parking Permit Guidelines

Overnight Parking for guests in designated guest spaces is allowed by parking permit only.

Permits guarantee overnight parking ONLY from 12 midnight to 6:00 a.m.

Only four (4) guest permits will be active on any given date.

A Guest Permit allows a guest vehicle to park in guest parking for any amount of time during the valid issued dates, when space is available.

Owners who rent must have a current redacted copy of their tenant's lease and the completed owner/tenant registration form on file with the Association.

Owners must not be delinquent in Association dues, legal fees, late fees or violation fines.

Owners shall not have any on-going violations of the governing documents.

Applicants must provide their name, unit address, phone number along with the name of their guest, their phone number and vehicle information to include the year, make, model, color and license plate number of the vehicle that will be parking overnight.

Applicants must provide the date(s) desired for parking overnight and you must allow a minimum of 24 hours to receive the overnight parking permit.

Permits must be displayed on the rearview mirror with the date facing outward so that it can be seen. Any alteration to the permit will void the permit and make that vehicle subject to immediate towing at the owner's expense.

The maximum duration of each permit is 5 days, issued a maximum of 2 times per month on a first come first serve basis.

Parking permits will be issued as long as there are sufficient volunteers to support this program.

FOR MORE DETAILED INFORMATION ON OVERNIGHT GUEST PARKING PERMITS AND HOW TO APPLY, PLEASE VISIT [www.vistaparkvillas.com](http://www.vistaparkvillas.com)



# Vista Park Villas HOA Solar Panel Installation and Maintenance Requirements

**Final Approval March 27, 2025**

Under Civil Code 4746 (a), Vista Park Villas HOA must require the following:

- The applicant is to notify each owner in the building of the proposed solar energy system installation.
- Owner/successive owners shall carry an additional insured policy for homeowner liability coverage naming the HOA, and must provide the HOA with proof of insurance within 14 days of approval and annually thereafter.

Under Civil Code 4746 (b), the Association is imposing reasonable provisions that:

- Require owners to provide a survey of “usable solar roof area” for the entire building the panels will be installed at, prepared by a licensed contractor/knowledgeable salesperson.
- Require the survey to include an equitable allocation of usable solar roof area for all owners sharing the roof/garage as well as indicating the exact route and place of all equipment and conduit on the building.
- A construction deposit will be required before start of the installation based on cost of the installation and building area.
- **An inspection of \$500 deposit will be returned after an inspection of the roofing membrane and adjacent common area determines that no area was compromised.**
- **A fee of \$550 is required for the Association’s legal counsel to develop and record an Indemnity Agreement.**
- The cost of the inspection is to be paid by the owner of the proposed solar panel system.

Vista Park Villas HOA requires owner/successive owners to be responsible for:

- Costs for damage to any common area resulting from the installation/ maintenance/ repair/ removal/ replacement of the solar panel system.
- The owner shall sign and notarize a maintenance agreement that shall run with the property (meaning it is recorded on the unit to bind the current and future owners) for costs related to the maintenance/ repair/ replacement of solar energy system installation until it’s removal, and not limited to routine maintenance to the common area roof.
- Restoration of all common area and separate interests after removal.
- Disclosing the solar energy system installation to prospective buyers and all related responsibilities.
- The owner shall be responsible for an annual inspection by a state licensed, insured, bonded Contractor carrying Workman’s compensation and provide proof thereof to the Vista Park Villas HOA. This inspection is to include the entire solar system, including conduit. A detailed report

shall be provided to the HOA. • All owners in the building and the HOA shall be given a minimum of 14 days' notice before the system's panels are cleaned. License, bonding, insurance and proof of workman's compensation will be provided to the HOA before cleaning is to take place.

A fully completed Architectural Request submission is required along with the following documentation:

- A Building site survey including all requirements as detailed above.

**No wall mounted equipment will be approved on the exterior of the building except for the system's emergency shutoff. All wall mounted equipment must be mounted within owner's garage space. Bollards are prohibited. There are no exceptions unless the local authority having jurisdiction refuses to issue a permit under this condition.**

- Provide the name of the Solar Panel Energy Company and all subcontractors (installers).
- Contractors and Subcontractors' liability policies shall have Vista Park Villas HOA as a named insured on these policies.
- If the Contractor does not subcontract, then a statement shall be provided stating that "no subcontractors/3rd party installers are involved in this installation."
- The Solar Panel Company and all subcontractors' contractor licenses, bonding and workman's compensation policies shall be submitted with the Architectural Request.
- A copy of the City of Vista's issued permit shall be provided before installation starts.

Information for Unit owners considering Solar Panel installation:

- Flat roof membrane an average expected life span of 20 years. Owner should consider the cost of removing, storing and replacing the solar panels
- A solar panel owner shall be responsible for the cost of system removal for proper maintenance of the Association's reinstalling the system every 20 years.

**• The unit owner shall be responsible for any roof leaks after solar installation**

**The Association's membrane warranty will be voided by the installation of solar panels and the owner and subsequent owners of the solar panels assumes financial responsibility for the roofing membrane.**

- Due to noise issues the Association requires air conditioning equipment to be mounted on the roof and the solar panel system may not leave enough area for the air conditioning equipment to be installed and/or maintained. The only exception to roof mounted air conditioning units is for the ground level, single story units. Those units must have their air conditioning equipment placed within their exclusive use patio area, also due to noise issues.

## Window Replacement Guidelines

The originally installed silver aluminum window frames are an item of HOA responsibility per Exhibit D of the CC&Rs. If you would like to install replacement or retrofit windows (which requires removal, modification or covering of those frames) the following policy applies:

NOTE: Before any window is replaced following the guidelines below, an architectural submission form must be submitted and approved by the Board. Forms can be found at [www.VistaParkVillas.com](http://www.VistaParkVillas.com) under the Forms tab at the top of the home page.

### 1. General Provisions

- a. Replacement or retrofit windows shall meet all building code standards in effect at the time of installation.
- b. Replacement or retrofit windows shall not alter the size or shape of the existing enclosure of those windows that are being replaced or re-fitted. If exterior wood trim and/or stucco must be altered, board review and approval is required prior to installation and must be returned to an acceptable condition based on Board review upon completion of the installation.
- c. Replacement or retrofit windows shall retain the same window operation type. Lites, grids, or greenhouse windows are not permitted. Casement, awning, hopper, double-hung, jalouse/louvered or pivoting window are not permitted with the exception of upper stairway windows (two story units), which may be stationery or pivoting.
- d. Window frames shall be of good quality and shall provide adequate seal against the elements to protect both the appurtenant interior and exterior surfaces of the unit.
- e. Windows and frames shall be installed in a workmanlike manner by individuals skilled in performing such installations. Licensed, bonded and insured contractors are required.
- f. The unit owner accepts all liability for installation, and for all work performed by installers, as well as for any damage done to common areas or exterior building surfaces. Any and all refuse created in the course of installation is required to be hauled away by the installer or owner.
- ✓ g. The responsibility for care and maintenance of the replacement window is that of the unit owner. A Maintenance Indemnity Agreement is required.
- h. The policy does not apply to circumstances only requiring the repair of originally installed window frames.

### 2. Specifications

- a. Replacement or retrofit windows shall consist of frames composed of anodized aluminum, vinyl, or fiberglass.
- b. Replacement or retrofit windows shall consist of frame which, on the exterior facing surfaces, are white.

c. Windows shall be equipped with screens; frame color shall match that of the window. No grids or lites are permitted

d. Maximum width of any one side of the exterior of the window frame shall not exceed three and one half (3.5) inches when measured from the exterior glass outward to the edge of the frame touching the exterior enclosure.

### **3. Partial Replacements**

With the exception of patio sliding glass doors as specified in Section 4 below:

a. Excepting the patio sliding door, all windows on a single wall of a unit must be replaced in the same installation if the replacement or retrofit windows are of a different frame color than that of any other window frames of the unit.

b. When the width of the replacement or retrofit window frame exceeds the width of any adjacent window frame of the unit on the same floor level and facade by more than one (1) inch, all windows on that facade of the unit shall be replaced in the same installation, even if the frame color of the replacement window matches that of the other windows on the facade of the unit.

### **4. Patio Sliders**

A homeowner wishing to replace only a patio sliding glass door which faced onto the unit's patio may do so in the approved color or material without the necessity of replacing any other windows in the unit.

### **5. Prior Installations**

All replacement or retrofit window installations made prior to the effective date of this policy are grandfathered.

### **6. Variances**

Installations not provided for in these guidelines require a variance, in writing, after a review of plans for the proposed installation submitted by the homeowner, issued by the Architectural Control Committee and/or Board of Directors.

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## Pool Key Card Suspension Policy

The Board of Directors of the Vista Park Villas Condominium Association has approved a policy that reserves their right to suspend the use of the pool to any owner who:

1. Fails to report to the Association within 30 days their new tenant(s) information. They must provide the Association with a copy of that new tenant's lease showing that the new tenant has received a copy of the Rules and Regulations and understands that they are to adhere to them while a resident of the Association. The lease must also state that a breach of the Rules and Regulations is considered a breach of the lease.
2. Any owner who has outstanding fines that remain unpaid after 30 days.
3. Any owner whose account is past due in the equivalent of two months of homeowner dues.

Once an owner complies and/or makes their account current, the suspension can be removed by:

1. Paying a reactivation fee of \$25.00.
2. Reactivation of a pool key card takes place every 3<sup>rd</sup> Friday of the month with no exceptions.

## **ASSESSMENTS**

1. Monthly dues assessments are due on the first of each month and become delinquent after the 15<sup>th</sup> of each month. See Exhibit "I" for full details of the Association's Collection Policy.

## **ASSIGNMENT OF RENTS**

As security for the payment of assessments and other sums owed to the Association, members who lease their lots hereby pledge their rights as landlords (including the right to receive rent) to the Association. In the event a member becomes delinquent in payment of assessment to the Association, the Association may require the tenant to direct any and all rent payments to the Association until such deficiencies have been paid in full. Members shall have no right to collect these amounts from tenants and may not evict tenants for complying with the Association's demand for rents.

## **DISCRETIONARY POWERS**

The Board of Directors may from time to time, at their own discretion, make exceptions to these Rules and Regulations, or grant extensions of time to a member or tenant, if the Board determines that extenuating circumstances exist so as to warrant such exception or extension.

## **ENFORCEMENT**

The Association may levy fines and/or suspend membership rights or voting rights against an owner for violations of the governing documents which include the CC&Rs, By-laws, and these Rules and Regulations.

When an owner and/or tenants/guests violate the governing documents a warning violation letter will be sent with a period of time to correct/comply from immediately or up to 30 days depending on the nature of the violation.

If, after the given compliance time the violation remains uncorrected, the owner will be sent a letter requesting their presence at a hearing before the Board of Directors. This hearing letter shall provide no less than ten days (10) notice prior to the date of the hearing.

The owner may come to the hearing and speak in person or submit his written testimony if received 5 days prior to the hearing. Tenants are not allowed to attend.

The owner will be informed of the Board's decision by mail within fifteen days (15) after the hearing date. If fines are assessed as a result of the hearing, failure to pay them will lead to legal action being taken to collect.

## **FINES**

As a result of a hearing a fine is assessed, fining is as follows:

First Fine - \$150.00 plus a \$15.00 administration fee per violation

Second Fine for the same violation - \$300.00 plus a \$15.00 administration fee plus an additional \$300.00 will be assessed for every month thereafter until the violation is corrected.

Intentional damage to the common area - \$150.00 fine plus the cost of the common area repair.

# EXHIBITS

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## VISTA PARK VILLAS PLUMBING REROUTE PROCESS

### **FIRST!!!!**

If you hear or notice continuous running water, go out to the water valves between the double garage doors and turn off valves until the running water stops. If you are able to isolate the valve with the leak, keep that valve off. If not, keep all valves off to reduce property damage.

Call VPV's management company.

Once VPV's plumbers diagnose a slab leak, the plumbers may advise residents that they may be able to turn the water off and on at the valve as needed, until the reroute takes place. This is only for very short periods for those who don't wish to relocate and for interiors such as garages or tiled areas.

The plumber's proposal is sent by email to the Board and usually completes emergency approval quorum quickly. The scheduling of the reroute is then handled by the Plumbing Company after city permits are obtained.

The owner should expect, in a hot and cold reroute the following:

Access to ALL parts of the unit may be necessary.

- a. Multiple holes may need to be cut throughout the unit in order to run the new copper piping. An adjoining unit may also be impacted, with holes cut in it as well. Depending on the particular unit, this may include cabinets.
- b. In some locations this new copper piping may be exposed. This is typically in locations such as the garage and laundry room.
- c. New copper will be run to the water heater and fixtures.
- d. The reroute itself will normally take 2-3 days, depending on the cooperation of the owner(s) and workload.
- e. A city inspector will have to be allowed access to sign off on the permit to the unit after the reroute is complete.
- f. New drywall will be installed, taped and textured after the reroute is complete.

g. Owner is responsible for painting after job is complete per CC&Rs:

"6.6 Water Intrusion Damage. The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to personal property, decorations, floor or wall coverings, appliances, fixtures and other similar items within a Unit resulting from water which may leak or flow from outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, agents or employees.

An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property due to water intrusion, or the cost of repair or replacement of damaged items for which such Owner is responsible." Page 25

ANY DELAY BY THE OWNER(S), INCLUDING LACK OF COOPERATION BETWEEN OWNERS OF ADJOINING UNITS MAY CAUSE A DELAY IN THE REROUTE. OWNER(S) CAUSING DELAY MAY BE LIABLE FOR DAMAGES RESULTING FROM DELAY. COPPER PLUMBING WITHIN THE WALLS IS HOA PROPERTY. NO PRIVATE PLUMBERS ARE PERMITTED TO WORK ON COMMON AREA PLUMBING. HOA OWNERS ARE RESPONSIBLE FOR THEIR OWN LODGING DURING COMMON AREA REPAIRS. CALIF. STATUTE 4775(b) "(b) The costs of temporary relocation during the repair and maintenance of the areas within the responsibility of the association shall be borne by the owner of the separate interest affected."

**\*Please note, due to the extensive work of reroute, permits are required in which cannot be obtained after hours, on weekends, or holidays, as the City is closed. Proceed to notify Management, though understand that this work will take place during normal business hours.**

Thank you,

Board of Directors

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## ARCHITECTURAL REQUEST FORM

(MUST BE SUBMITTED FOR APPROVAL BEFORE ANY WORK CAN BEGIN)

OWNERS NAME: \_\_\_\_\_ LOT #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
HOME WORK/FAX

### DESCRIPTION OF PROPOSED IMPROVEMENT:

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**PROPOSED:** START DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_

Please enclose sketches and/or detailed plans/specifications that provide the following information:

1. Complete measurements/dimensions of proposed improvement.
2. Materials to be used & color if applicable
3. Drawing(s) showing affected elevations (patio covers, gates, etc.).

Any City Ordinances and/or Building Code requirements regarding this architectural request is strictly between the homeowner and these regulating bodies. Approval of this request **does not** imply that the Association's acceptance is based upon the above mentioned regulations. It is your responsibility to contact these regulating bodies before any work can begin.

Your request must be reviewed by the Architectural Committee, as well as, the Board of Directors. You will be given a decision within **thirty (30)** days from receiving this application, along with all plans, specifications and any other data required by the Committee/Board.

1. OWNER understands that ASSOCIATION shall NOT provide insurance coverage with respect to the approved alteration, and OWNER agrees to provide for all the necessary coverages.
2. OWNER, agrees to hold the ASSOCIATION harmless from any loss incurred in connection with the construction or maintenance of the herein-approved alteration.
3. Construction of the herein-approved alteration shall be pursued diligently and completed no more than ninety (90) days from the date the work begins.
4. OWNER agrees to be responsible for and to pay for any damage and/or leaks that are caused by the installation of the modification/alteration.
5. OWNER agrees to be responsible for any and all damage resulting to common area and/or drainage from installation of the modification/alteration.
6. OWNER agrees to hold ASSOCIATION harmless from any and all claims arising from the modification/alteration.

Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_

**REQUIRED SIGNATURES, If Applicable**

ADJACENT/AFFECTED NEIGHBORS: \_\_\_\_\_

ADJACENT/AFFECTED NEIGHBORS: \_\_\_\_\_

ADJACENT/AFFECTED NEIGHBORS: \_\_\_\_\_

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Architectural Committee Recommendation

☐ **Unconditional Approval**

☐ **Conditional Approval** (as follows):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Disapproval** (for the following reasons):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Committee Chair

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Board Member

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**RETURN TO:**

**Vista Park Villas HOA**

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## OWNER/RESIDENT REGISTRATION FORM

The Rules & Regulations require that you provide the Association with the following information.

### PART I - Owner's Information

Pool Gate Card # \_\_\_\_\_

Property Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ ( ) Home ( ) Work ( ) Cell

Contact E-mail: \_\_\_\_\_

### PART II - Tenant/Lessee Information (if applicable)

Management Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ ( ) Home ( ) Work ( ) Cell

Contact E-mail: \_\_\_\_\_

### PART III - Occupancy Information

Number of People In Unit: \_\_\_\_\_ Adults \_\_\_\_\_ Children \_\_\_\_\_

PETS: # \_\_\_\_\_ Breed \_\_\_\_\_ Weight \_\_\_\_\_

Breed \_\_\_\_\_ Weight \_\_\_\_\_

#### VEHICLES:

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Lic. Plate # \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Lic. Plate # \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

# VISTA PARK VILLAS HOMEOWNERS' ASSOCIATION

## GARAGE DOOR REQUEST FORM

MUST BE COMPLETED BEFORE ANY WORK CAN COMMENCE

LOT #: \_\_\_\_\_

OWNERS NAME: \_\_\_\_\_ LOT #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
HOME

### WORK/FAX DESCRIPTION OF WORK:

REPLACE EXISTING GARAGE DOOR WITH SHORT PANEL, WHITE, SEQUOIA  
METAL ROLL UP - NO WINDOWS.

The Architectural Committee has approved the installation of metal roll up garage doors at Vista Park Villas. The owner is responsible for the entire cost of the replacement door. The Committee has approved the door mentioned above: **SEQUOIA, SHORT PANEL, WHITE, NO WINDOWS.**

Please submit this request and wait for approval prior to the installation so that we may have it for your files.

1. OWNER understands that ASSOCIATION shall not provide any insurance coverage whatsoever, with respect to the herein approved alteration, and OWNER agrees to provide for himself/herself all requisite insurance.
2. OWNER, for himself/herself, his heirs, successors and assigns hereby indemnifies the ASSOCIATION, its directors, officers and members, and agrees to hold the ASSOCIATION harmless from any loss incurred in connection with the construction or maintenance of the herein-approved alteration.
3. Construction of the herein-approved alteration shall be pursued diligently and completed no more than one hundred twenty (120) days from the date of commencement of work.
4. OWNER agrees to be responsible for and to pay for repairs of any leaks or other damage that are caused, in any way, by installation of the modification/alteration. OWNER also agrees to be responsible for any and all damage resulting to common area and/or drainage from said installation of the modification/alteration, and OWNER agrees to hold ASSOCIATION harmless from any and all claims arising out of the modification/alteration.

Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_

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**Architectural Committee Recommendation**

- [ ] **Unconditional Approval**  
[ ] **Conditional Approval** (as follows):

- \_\_\_\_\_
- [ ] **Disapproval** (for the following reasons):
- \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Committee Chair

**RETURN TO: Vista Park Villas HOA**