# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## Rules and Regulations

Revised

April, 2021

#### TABLE OF CONTENTS

| Cover Letter                         | 1     |
|--------------------------------------|-------|
| Use of a Unit                        | 2     |
| Streets and Drives                   | 2     |
| Noise and Nuisances                  | 2     |
| Drones                               | 2     |
| Fencing/Balconies                    | 2     |
| Vehicle Restrictions                 | 3     |
| Satellite Dishes                     | 4     |
| Garages/Garage Doors                 | 4     |
| Personal Plantings                   | 4     |
| Signs                                | 5     |
| Animals                              | 5     |
| Windows/Screens and Security Doors   | 5     |
| Refuse Disposal                      | 6     |
| General Use of Common Area           | 6     |
| Swimming Pool                        | 7     |
| Air Conditioners                     | 7     |
| Assessments                          | 8     |
| Assignment of Rents                  | 8     |
| Discretionary Powers                 | 8     |
| Enforcement                          | 9     |
| Fines                                | 9     |
| Exhibits A through F and H through I | 10-19 |

#### 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

- Owners will park in their garage 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 for vendor's work during Business hours.

NOTE: A commercial vehicle is defined as one licensed as a commercial vehicle (contains commercial plates) and/or reflecting 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 (1) ton payload weight and motorcycles that are currently licensed, properly registered and in operable condition.
- 10. Vehicles exhaust noise shall not exceed 95 decibels.
- 11. Only one motor vehicle is allowed in an assigned space.
- 12. There will be NO bicycle riding, skateboarding, scooters, roller blades, roller skates and/or anything similar permitted at Vista Park Villas at any time.
- 13. Speed limits on the streets within the community shall be 5 mph.
- 14. 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.
- 15. With the exception of loading and unloading, boats, trailers, campers, recreational vehicles, commercial vehicles and trucks in excess of one (1) ton payload weight are NOT permitted within the Association.
- 16. Parking of commercial vehicles for the purpose of making deliveries or service calls shall be permitted in accordance with Association rules.
- 17. 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.
- 18. A commercial storage container (ie.POD) not more than 7'6" wide and the length not to extend beyond the parking space lines, for not more than 3 days, are allowed in the resident's assigned space.

#### SATELLITE DISHES

- 1. Satellite dishes are allowed **ONLY WITH PRIOR** architectural approval from the Board of Directors.
- 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(or deck).
   Splitting the cable line must be done on the interior.
- 3. 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.

#### GARAGE/GARAGE DOORS

- Garages must be used for the sole purpose of housing the number of vehicles it
  was designed for, i.e. single door, one (1) vehicle double door, two (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.
- Removal of Association plants is PROHIBITED. Fines, cost of replacement plants, plus labor may be assessed to the perpetrator(s).
- 3. 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.
- 4. 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.
- 5. 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 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.

Political signs may not exceed a total of nine (9) square feet and they must be removed not more than two (2) weeks after the election.

#### 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 lease 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 common and/or exclusive use common areas.
- 4. Owners are required to immediately remove their pet's feces and dispose of it in the proper trash receptacles in a bag.
- 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 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.
- $7.\ \ {
  m NO}$  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 dog's 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

- Screen/security doors are allowed so long as they are metal and either white, bronze or black in color and affixed only to the WOODEN door frame.
- 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 covering.
- 5. Retrofit window replacement is allowed provided a owner receives 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.
- 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, ÇA 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.
- 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. Guests are **PROHIBITED** from use of the pool/pool area without the Owner/Resident or Tenant/Resident present.
- 3. 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.
- 4. Children under the age of 14 must be accompanied by an adult at all times per state statute.
- 5. No running, diving or dangerous play is allowed in the pool area. Loud, noisy activities are forbidden.
- Radios are NOT allowed in the pool area, except when wearing a headset or earphones.
- 7. Pets are NOT allowed in the pool area at any time.
- 8. No one is permitted to use the pool wearing anything but proper swimming attire which includes "swimmers or waterproof" diapers, if incontinent. Cutoffs, shorts, etc. are not allowed.
- 9. No one is permitted to use the pool if there is a presence of open sores, bandages, loose bowels or communicable diseases.
- 10. Pool Gates are to remain lock closed at all times.
- 11. The pool gate is **NOT to be propped open at any time**. Any violator caught propping the gate open will lose all pool privileges for a year.
- 12. 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.
- 13. NO GLASS containers are allowed in the pool area.
- 14. NO ALCOHOL can be consumed while in the pool area, however smoking is ALLOWED so long as butts are disposed of in the proper container.
- 15. 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.
- 16. Pool Hours are from 9:00AM to 9:00PM daily, unless temporarily changed by the Board of Directors during a Public Health Crisis.
- 17. 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.
- 18. 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.
- 19. SWIMMING POOL CAPACITY IS 20 PERSONS. You may be asked to vacate the Pool if capacity is exceeded. (Lower capacity limits may be imposed in a public health crisis).
- 20. No portable shade covers are permitted in the pool area.

#### 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.

#### **ASSESSMENTS**

Monthly dues assessments are due on the first of each month and become delinquent on the  $15^{\rm th}$  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 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 wil 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. The hearing letter shall provide no less than ten (10) days notice prior to the date of the hearing.

The owner may come to the hearing and speak in person or submit his/her 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 with 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**

#### VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

#### OWNER/RESIDENT REGISTRATION FORM

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

| ART I - Owne      | er's Information | Pool Ga                     | ite.Card #              |
|-------------------|------------------|-----------------------------|-------------------------|
| roperty Addre     | 9ss:             |                             |                         |
| )wner's Name      | si               |                             |                         |
| Mailing Addres    | SS:              |                             |                         |
| Contact Phone     | e#:              |                             | () Home () Work () Cell |
| Contact E-mai     | il:              |                             | 14                      |
|                   | ,                |                             |                         |
| PART II - Ten     | ant/Lessee Infor | <u>mation</u> (if applicabl | e)                      |
| Management        | Company:         | . 4                         | Phone:                  |
| Address:          |                  | - 14                        |                         |
| Tenant's Nam      | ne:              |                             |                         |
| Contact Phon      | e#:              | ,                           | () Home () Work () Cell |
| Contact E-ma      | ail:             |                             |                         |
|                   |                  |                             |                         |
|                   | ccupancy Inform  |                             |                         |
| Number of Pe      | eople In Unit:   | Adults _                    | Children                |
| PETS:#            | Breed            |                             | Weight                  |
|                   | Breed            |                             | Weight                  |
| VEHICLES:<br>Year | _ Make           | Model                       | Lic. Plate#             |
|                   |                  | Model                       |                         |
|                   |                  |                             |                         |
| O                 | n oturo          |                             | Date                    |
| Owner's Sig       | nature           |                             |                         |

## VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

#### Guidelines for Upper Balcony Unit Decks

#### Deck Surfaces:

No items may be placed on decks that prevent airflow underneath, as this damages the deck surface and can cause the deck's waterproofing membrane to fail.

All plants shall be in lightweight plastic or fiberglass decorative pots with saucers, that allow airflow underneath

Pots, with a diameter larger than 16," are limited to three.

No items are to be placed on the landing at the top of the stairs

Railings: (Plexiglass additions)

Architectural Submission must be made to the Board of Directors for their approval before installation of this product.

If you submission is approved, it does not allow a resident the right to leave their pet or child unattended on the patio balcony.

Plexiglas is to be maintained in good repair by the owner

Plexiglas will be removed when an owner who installed this product sell his/her unit.

Owners are responsible to advise the Association of any safety or waterproofing issues regarding their stairs, deck and/or their upper patio railings.

Please take care not to sweep debris from the decks in the gutters as this increases gutter maintenance and cost for the Association.

"EXHIBIT B"

## VISTA PARK VILLAS CONDOMINUM 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

### VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

#### ARCHITECTURAL REQUEST FORM

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

| OWNERS NAME:LOT#: |   |   |  |  |
|-------------------|---|---|--|--|
| ADDRESS:          |   | LOT#;   |  |  |
| PHONE #:          | ()<br>HOME  | ()  |  |  |
| DESCRIPTION       | ON OF PROPOSED IM   |   |  |  |
|                   |   |   |  |  |
|                   |   |   |  |  |
|                   | A to the second |   |  |  |
|                   |   |   |  |  |
| PROPOSED:         | START DATE  | COMPLETION DATE                                 |  |  |
|                   |   | plans/specifications that provide the following |  |  |
| 1.                |   | s/dimensions of proposed improvement            |  |  |

- nsions of proposed improvement. 2.
  - Materials to be used & color if applicable
- 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.

Vista Park Villas Condominium Association Architectural Request Form Page -2-

| Date _                     | Applicant Signature                      |  |  |  |  |  |
|----------------------------|--|--|--|--|--|--|
|                            | Co-Applicant Signature                   |  |  |  |  |  |
|                            | REQUIRED SIGNATURES, If Applicable       |  |  |  |  |  |
| ADJA                       | CENT/AFFECTED NEIGHBORS:                 |  |  |  |  |  |
|                            | CENT/AFFECTED NEIGHBORS:                 |  |  |  |  |  |
|                            | CENT/AFFECTED NEIGHBORS:                 |  |  |  |  |  |
|                            |  |  |  |  |  |  |
| Archite                    | ctural Committee Recommendation          |  |  |  |  |  |
| [ ] Unconditional Approval |  |  |  |  |  |  |
| []                         | Conditional Approval (as follows):       |  |  |  |  |  |
|                            |  |  |  |  |  |  |
|                            | •  |  |  |  |  |  |
| [ ]                        | Disapproval (for the following reasons): |  |  |  |  |  |
|                            |  |  |  |  |  |  |
|                            |  |  |  |  |  |  |
|                            | Date: Signature: Committee Chair         |  |  |  |  |  |
|                            | Date: Signature: Board Member            |  |  |  |  |  |
|                            | Board Member                             |  |  |  |  |  |
| ***                        | **************************************   |  |  |  |  |  |
| 1                          | RETURN TO:                               |  |  |  |  |  |

Vista Park Villas HOA C/O GRG Management P O Box 1186 Carlsbad, 92018-1186

#### 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/FAXDESCRIPTION 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 approve   | ed the door mentioned abo | e: SEQUOIA, SHORT PANEL, WHITE, NO WINDOWS.   |  |  |  |  |
| Pleases submit this request and wait for approval prior to the installation so that we may have it for your files.  |                           |   |  |  |  |  |
| 1. OWNER understands that AS\$OCIATION shall not provide any insurance coverage whatscever, 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 AS\$OCIATION, its directors, officers and members, and agrees to hold the AS\$OCIATION 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 |                           |   |  |  |  |  |
|   |                           |   |  |  |  |  |
| [ ] Di  | ng reasons):              |   |  |  |  |  |
| Da  | ate:                      | Signature: Committee Chair  |  |  |  |  |
|   | RETURN TO:                | Vista Park Villas HOA<br>C/O GRG Management<br>P O Box 1186<br>Carlsbad, 92018-1186 |  |  |  |  |

#### Vista Park Villas .

#### 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 under the Forms tab at the top of the home page.

#### 1. General Provisions

٠.,

- 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-hing, jalouse/lonvered 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 frames 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 complete an owner registration within 30 days of purchase and subsequently fails to keep their information current at all times.
- 2. 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.
- 3. Any owner who has outstanding fines or balances (excluding dues) that remain unpaid for more than 30 days.
- 4. 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 4<sup>th</sup> Thursday of the month with no exception.

EXHIBIT "H"

#### VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

#### ASSESSMENT COLLECTION POLICY

Because the Association is responsible for managing, maintaining and repairing the common areas, timely payment of assessments is extremely important to the operations of the Association. Owners' failure to pay assessments when due creates a cash flow problem for the Association and disrupts operations. As a result, the Board has adopted the following policies for the collection of delinquent assessments.

Assessment Due Date. Regular assessments are payable monthly in twelve (12) equal installments. Each installment is due on the 1st day of each month and delinquent if not paid by the 15th of the month. Any billing statements are sent as a courtesy. Payment of assessments is required even if you do not receive coupons or a billing statement. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment.

Delinquent Assessments. Delinquent assessments will be subject to late charges and interest as follows:

• Late Charge. Delinquent assessments will be assessed a late charge of \$10.00 or ten percent (10%) of the amount of the delinquent assessment, whichever is greater. A late charge will not be imposed more than once per delinquent installment.

• Interest. Any installment not paid by the thirtieth (30th) day of the month will accrue interest at the rate of twelve percent (12%) per annum.

Liability for Collection Costs. All late charges, interest, attorneys' fees, and collection costs incurred by the Association will be added to the owner's account and will become the liability of the owner.

Enforcement Rights. Assessments are the separate debt of owners. In addition to any other rights provided for by law or described in the Association's CC&Rs, Bylaws or other governing documents, the Board has the right to collect delinquent assessments as follows:

- •File Suit. The Association may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's Unit for the delinquent assessment. In any action to collect delinquent assessments, late charges or interest, the prevailing parity will be entitled to costs and reasonable attorneys' fees. If such costs and fees are awarded to the Association, they will become a reimbursement special assessment against the owner.
- Lien and Foreclosure. The Association may file a lien against the owner's Unit for the amount of the delinquent assessment together with any late charges, interest, costs, attomeys' fees and penalties. The association shall follow all statutory requirements before filing such lien, and may foreclose upon such lien, either judicially or non-judicially, as provided by law. The Association, through its Board, may bid on the Unit at the sale, and may hold, lease, mortgage, and convey the acquired Unit.
- Suspend Privileges and Voting Rights. The Board may suspend the common area privileges and voting rights of any owner who is more than thirty (30) days definquent in paying any assessment. Common area privileges and voting rights will remain suspended until the delinquency, including any accumulated penalties, interest and costs of collection, has been paid in full.
- Publish Names. Delinquent owners may be listed in Board meeting minutes along with the action, if any, taken by the Board such as placement of a lien, suspension of privileges, etc.
- Additional Remedies. The remedies described above are in addition to and not in substitution of any other rights and remedies the Association may have.

Returned Checks. Returned checks are subject to the maximum service fee permitted by law.

No Offsets Allowed. As required by law, owners may not offset payment of their assessments for any reason.

Crediting Payments. Any payments received will be credited to the outstanding balance in the following order: special assessments, reimbursement special assessments, regular assessments, monetary penalties and fines for rules violations, late charges, attorneys' fees and costs, and interest.

Attorneys' Fees. If a lawsuit or foreclosure action is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default but also reasonable costs of collection, including title company charges and attorney fees as provided for by statute as well as the Association's CC&Rs, Bylaws or other governing documents.