

VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Adopted: April, 2012

VISTA PARK VILLAS RULES AND REGULATIONS

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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 plus one (1).

No unit or portion thereof shall be used in connection with any timesharing agreement, exchange or time interval ownership arrangements.

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.

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. All vehicles parked in the common area and/or the RV lot must be currently licensed, properly registered and must be in operable condition.
10. There will be **NO** skateboarding, scooters, roller blades, roller skates and similar vehicles permitted at Vista Park Villas at any time.
11. Bicycles may be ridden on the streets of the Association but **NOT** on sidewalks or breezeways. Appropriate safety gear must be worn when riding in the common area streets.
12. Speed limits on the streets within the community shall be 5 mph.
13. Off road vehicles (dune buggies, mini bikes, etc) are allowed for ingress and egress only and they must be operated in such a manner as not to obstruct traffic or cause a nuisance.

GARAGES

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 are prohibited in garages.
5. The interior door in the garages are fire doors. These doors may **NOT** be propped to stay open at any time. It is a violation of the fire code laws.

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) pets weighing up to a maximum of 80 pounds each. Notwithstanding the foregoing, animals required for the health and safety of a resident, including without limitation sight assistance dogs, shall be allowed.
2. Pets must be on a leash at all times in the common area. Pets found in the common area of the Association not on a leash 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. Pets are **NOT** allowed to defecate in the common area. Owners are required to immediately remove the feces and dispose of it in the proper receptacles.
5. **NO** pets are to be bred or kept on the property for commercial purposes.
6. The Association has no liability for any damage or injury to persons that a pet may cause to owners, tenants and/or guests.

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 **will NOT be 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 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)

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. Unusually loud and noisy activities are also forbidden in the common area.
6. No one shall be allowed to hang items such as clothing, rugs, towels, laundry, etc., from windows, over patio fences or balcony railings.
7. Owners are liable for any damage done to the common area either by them, their tenants and their guests.
8. All living units, as well as, approved owner improvements shall be maintained in a neat and clean manner by the owner.
9. Any personal landscape plantings in front of the units must be approved by the Board of Directors, and once approved, maintained by the owner.
10. Satellite dishes are allowed **ONLY WITH PRIOR** architectural approval from the Board of Directors. The dishes must be free standing and not attached to the roof, building or fences.

SWIMMING POOL RULES

1. Swimming pool use must be in accordance with the posted rules in the pool area 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 guests.
3. No running, diving or dangerous play is allowed in the pool area. Loud, noisy activities are forbidden.
4. Radios are **NOT** allowed in the pool area, **except** when using a headset.
5. Pets are **NOT** allowed in the pool area at any time.
6. No one is permitted to use the pool wearing anything but proper swimming attire. Cutoffs, shorts, etc are not allowed.
7. No one is permitted to use the pool if there is a presence of open sores, bandages or communicable diseases.
8. Pool **Gates are to remain closed** while using the pool. Gate is not to be propped open at any time.
9. 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.
10. **NO GLASS** containers are allowed in the pool area.
11. **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.
12. 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.
13. Pool Hours are from 9:00 a.m. to 9:00 p.m. daily.
14. If you lose your pool key, replacement keys are available through the management company for a fee of \$75.00.

RECREATIONAL VEHICLE LOT

1. The RV lot is available to all resident owners and resident tenants. Anyone wishing to use this lot will be required to sign an RV agreement and present proof of current registration and insurance. This paperwork is available through the management company.
2. The fee to rent a space in the lot is \$25.00 per month
3. Hours of operation are from 9:00 a.m. to 9:00 p.m. daily.
4. If you have an excessive amount of storage, you are encouraged to rent a space in the RV lot. You can then rent a POD to put in the lot to house your excessive storage.

ASSIGNMENT OF RENTS

1. 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

1. 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 shall have the right to enforce all Restrictions, Conditions, Covenants, Reservations, liens and charges now or hereafter imposed by the Governing Documents. Each owner of a condominium shall have a right of action against the Association or any owner for failure to comply with the provisions of the Governing Documents. Failure by the Association or any owner to enforce any provisions of the governing documents shall in no event be deemed a waiver of the right to do so thereafter.

In connection with the general power of enforcement, the Association may discipline owners for violation of any of the provisions of the governing documents by one or more of the following:

- (1) Suspending the member's membership rights, including voting rights.
- (2) By imposing monetary fines
- (3) Recording a Notice of Non-compliance subject to the following:
 - a. Owner shall be given written notice of a hearing before the Board no less than 14 days from the date of mailing
 - b. Owner may appear at this hearing or submit a written response at least 5 days prior to the hearing date.
 - c. Owner will be informed of the Association's decision by mail. This decision may include a fine. Failure to pay fines will lead to legal action taken to collect said fines.
- (4) Notice of Violation procedure is as follows:

First Offense	Warning letter sent
Second Letter	Non-compliance will result in a Hearing
Third Letter	Sets Hearing Date
- (5) Fines are as follows:
 - a. \$100.00 plus hearing administration fee of \$15.00 for each violation and an additional \$100.00 for every month the violation remains uncorrected.
 - b. Intentional damage to the Common Area will be fined \$100.00 plus the cost of the repair.

VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

AMENDMENTS TO THE RULES AND REGULATIONS

As approved by the Board of Directors at a duly held meeting on March 28, 2013, the following amendments are now made a part of your 2012 Rules and Regulations.

Vehicle Restrictions:

#4 Vehicle washing is not allowed anywhere in the common area or inside an exclusive use garage.

Garages:

#4 Vehicle repairs and vehicle washing are prohibited inside garages.

General Use of the Common Area:

#5 No skateboarding, bicycle riding, rough playing, running or other dangerous play is allowed in the common area at any time. Unusually loud and noisy activities are also forbidden in the common area.

#8 All living units, as well as approved owner improvements, must be maintained in a neat and clean manner by the owner. Window screens must be kept in good repair. Window coverings must be of a neutral color, i.e. white, cream, beige.

#10 Satellite dishes are allowed, ONLY WITH PRIOR ARCHITECTURAL APPROVAL, from the Board of Directors. Owner/Residents are only allowed to have one satellite dish per unit, with only one line into the unit. The dishes must be free standing and not attached to the roof, building or fencing.

VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

AMENDMENT TO THE RULES AND REGULATIONS

As approved by the Board of Directors at a duly held meeting on July 25, 2013, the following amendment is now made a part of your 2012 Rules and Regulations.

Enforcement and Fine Schedule:

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, Bylaws and Rules and Regulations.

When an owner and/or tenants/guests violate the governing documents a warning letter will be sent, with either an immediate cease and desist or depending on the violation up to 30 days to comply.

If, after the given compliance time, the violation remains uncorrected, the owner will be sent a second letter requesting them to appear before the Board for a hearing on the matter. This hearing letter shall provide no less than two weeks (14 days) notice prior to the date of the hearing.

The owner may come to the hearing and speak in person or submit a written statement if received 5 days prior to the hearing.

The owner will be informed of the Association's decision by mail within 10 days.

If fines are assessed, failure to pay them will lead to legal action being taken to collect.

First Warning Violation letter – No fine
Second Letter – Sets Hearing Date

If fined as a result of the hearing:

First Fine - \$150.00 plus a \$15.00 Administration fee for each violation

Second Fine for same violation - \$300.00 plus a \$15.00 Administration fee with an additional \$300.00 assessed for every month the violation is not corrected.

Intentional damage to the common area will be fined \$150.00 plus the cost of the repair.