

VISTA LADERA CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Adopted
January 18, 2023



**VISTA LADERA
CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS**

I. DEFINITIONS

The Definitions set forth in Article I of the Declaration of Covenants, Conditions and Restrictions of Vista Ladera Condominium Association, Inc. (hereinafter "CC&Rs"), as that governing document may be amended from time to time, are incorporated herein by this reference and include, but are not limited to, the following:

A. Owner: a person or persons holding a fee simple interest of record to any Unit. For the purpose of these Rules and Regulations, "Owner" shall include the Owner's tenants, their family, friends, guests and invitees.

B. Association: the Vista Ladera Condominium Association, Inc.

C. Board: The Board of Directors of the Association and the governing body of the Association. Owners are elected by the membership to serve as a director on the Board.

D. Common Area: ("CA") Property maintained by the Association – all areas except a Condominium Units .

E. Exclusive Use Common Area: individual garages and any assigned parking spaces.

F. DSA: Davis-Stirling Common Interest Development Act.

G. Governing Documents: Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), Articles of Incorporation, Bylaws, Rules & Regulations ("R&Rs"), and Architectural Committee Rules ("ARC Rules").

II. GENERAL INFORMATION AND RULES AND REGULATIONS

Vista Ladera Condominium is in the City of Vista, California. Each owner shall, at his/her expense, comply with all applicable city, state, and federal laws or requirements.

Common area equipment and signs are to be adjusted or removed by authorized personnel only. This includes Association notices posted for resident information.

Board approval is required to alter, construct, or remove anything in the Common Area maintained by the Association. Changes or additions to the CA by residents is not allowed.

Any item placed/stored in/on the CA may be removed and disposed of without notice.

Any action that may negatively impact the Association's insurance is prohibited. This includes storage of flammable or hazardous materials anywhere on the property.

Any activity that interferes with the quiet enjoyment of the premises by others is prohibited. This includes unusually loud noises of any kind at any time. The only exception is unavoidable noise resulting from property maintenance during ordinary business hours and in compliance with the City of Vista noise ordinances.

Any time the Association requires information from the Owners, an Owner must provide all requested information in a timely manner. The Association records need to contain correct owner mailing addresses, tenant/resident information, and emergency contacts. Please

provide the Association with any change in information in a timely manner using the Association current mailing and/or email addresses.

A. DESTRUCTION OF PROPERTY

1. Owners are responsible for all damage to Association property caused by or arising out of the willful or negligent act of the Owner, his or her tenants, their families, guests or invitees or pets. Owners shall reimburse the Association for any costs incurred by the Association to repair any such damage after Notice and a Hearing.

Activates never permitted at any time anywhere in the community include but are not limited to:

- *Throwing or bouncing balls or any other object against any building, wall and/or fence
- *Climbing trees or fences or onto roofs, particularly the flat garage roofs
- *Unauthorized adjusting of Association lighting or irrigation systems
- *Damaging landscaping or landscaping materials

B. SIGNS

1. Owners may place One (1) "For Sale" or "For Rent" sign in the kitchen window. Sign can be no larger than 18" x 24" and this is the only sign allowed/permitted. Non-commercial signs or posts that are more than 9 square feet in size and non-commercial flags or banners that are more than 15 square feet in size are not allowed. No sign, poster, flag or banner may be attached to the outside wall of the building or in any CA..

C. MAILBOXES

1. The mailbox Units are Association property. The lock on each door is the property of the Unit/Owner. The USPS does not provide keys or locks but has information on their website instructing how to replace a lock or lost key.

D. BUILDINGS AND PROPERTY MAINTENANCE

Report Common Area maintenance needs to Management.

This rule is in addition to the provisions of Article 9 of the CC&Rs relating to the maintenance responsibilities.

1. The cost of repairing damage to any Association property when the damage is caused by persons associated with a specific Unit.
2. Maintenance of the Unit and Exclusive Use Common Area, including windows, screens, patios, assigned parking space and garage interior [walls and floor].
3. Prompt completion of all maintenance and repairs within the Unit, which, if omitted, would affect the community, property of others, or any structure, and shall be responsible for all damage that such failure to maintain or repair may cause. If the Board determines maintenance is required, a notice will be issued. If the owner fails

to complete the work in the time given, the Board will impose fines and may have the work completed and require reimbursement from the Unit for the cost.

E. PETS

1. Pets/Dogs are never allowed within the fenced pool area. This is a Health Code and can be enforced by the Department of Environmental Health.
2. Dogs must be on a leash held by a person capable of always controlling the animal (see also City of Vista ordinance) when outside the living area.
3. Pets may not urinate or defecate on another Homeowner's property .
4. Dogs may not run free in the Common Area and are to be restrained on a leash.
5. Pets/dogs may not be tied to trees, buildings, fences, stakes, etc or left unattended in the Common Area. Any Pet/dog loose in the common area may be removed by or take to the Humane Society without notice to the pet owner.
6. Owners are responsible for any personal injury or property damage caused by their pet(s).
7. Pet litter (cat litter) is not to be disposed of through the sewer system or by being dumped anywhere in the Common Area.
8. Pet owners must immediately remove any pet waste from the Common Area and dispose of it properly.
9. Pet waste in patios must be removed daily. Patio cannot be cleaned by hosing to the neighboring patio or into the Common Area.
10. Dogs which bark excessively or at unreasonable volumes, as determined in the sole discretion of the Board, shall be considered a "nuisance" for the purposes of the Association's governing documents and the Owner of any such dog shall be subject to the remedies available to the Association to address any such violation.

F. SIGNS AND OTHER COMMUNICATIONS

1. Except for (a) signs permitted by statute, as may be amended from time to time, or the Association's governing documents including Section 10.4 of the CC&Rs. as may be amended from time to time, and (b) notices from the Association (e.g., Board or ARC meetings), signs/advertisements may not be posted anywhere within the Association except as permitted by the ARC Rules (see XXIII for pre-approved signs) or approved by the ARC.
2. In no event may an Owner attach or otherwise affix anything (e.g., signs, tracts, cards, invitations, balloons) to any part of the Association's bulletin board(s), mailboxes, or doggie bag dispensers.

G. ARCHITECTURAL REQUIREMENTS

1. Any improvements or installations that will penetrate the Common Area wall of the structure, including but not limited to, an HVAC installation, must be approved in writing by the Architectural Committee first and will require a License, Maintenance

and Indemnity Agreement (“LMIA”). Cost for the LMIA will be charged to the Unit but drafted by the Association’s legal counsel and recorded against the Unit.

2. Front door screens in black finish may be installed without obtaining approval. Screen doors must be maintained in good condition.

3. Window Air Conditioning units are not permitted or allowed to be maintained.

4. Permanent window coverings must be blinds, shades, curtains or draperies in good condition and in neutral colors. Paint, sheets, foil, cardboard, plastic, stained glass panels, tinting, bright patterned fabric curtains or drapes cannot be used as permanent window coverings. Furniture or other items shall not be visible from the exterior and shall not be used as a window covering.

5. Interior structural changes are permitted only with prior written approval of the Architectural Committee and/or the Board. If applicable, City building permits must be submitted along with the Architectural Application.

H. PATIOS

1. Structures such as tents or storage sheds of any kind shall not be constructed or maintained on any patio.

2. Patios shall not be used as storage areas and shall be maintained in a clean and orderly manner and free of trash and detritus.

3. To avoid attracting rodents and insects, trash shall not be allowed to accumulate on any patio.

4. Owners are responsible for maintenance of their patio plants and decorations to assure that they do not overhang fences or walls.

5. No plants are allowed to grow up or against a building or closer than three feet under the roof overhang.

6. Owners are responsible for all repair of any damages caused by patio plants and/or trees.

7. Patio plant trimmings shall not be left lying in the patio or dumped on the Common Area.

8. Nothing shall be draped over the Common Area fences in the public view (clothing, towels etc.).

9. Exterior clothes drying lines are not allowed.

10. Flagpoles of any size, etc. are not allowed without Board approval. Satellite dishes and antenna must meet the guidelines stated in the “Satellite Dish Installation and Maintenance Policy.”

11. Seasonal decorations may be installed outside units without special Board permission. Such decorations (lights, etc.) may not cause damage to the building or the Common Area and must be removed within two weeks after the holiday.

I. SATELLITE DISH INSTALLATION AND MAINTENANCE POLICY:

1. Satellite dish is allowed but can only be installed on a pole in the back yard and may not be installed on any Common Area including but not limited to the stucco, roof and vinyl fencing.

J. VEHICLES AND PARKING

1. Violation of rules related to vehicles may result in fines established by the Condominium Association, by City Parking Citations, and/or towing the vehicle without notice to the vehicle owner.

2. The driveways are for access to Garages and Parking Spaces, and for vehicles used by service providers while performing their work. The driveways are never to be used as activity areas or for parking. Parking that impedes access to any parking area of any resident, any part of the driveway, or the trash bins is prohibited.

3. Areas Marked "Fire Lane - No Parking" or areas painted with red mean **NO PARKING**. Vehicles parked in these areas, for whatever length of time, are subject to being towed **IMMEDIATELY WITHOUT NOTICE**.

4. Vehicles parked blocking free access to another Resident's assigned parking space or garage, or parking without authorization in another Resident's assigned parking space may be towed, without notice, and are subject to fines to the associated Unit. Any resident who finds an unauthorized vehicle in an assigned parking space may have that vehicle towed at his/her discretion.

5. Any apparently inoperable vehicle may be towed after 96 hours once the notice has been posted on that vehicle.

6. Only approved vehicles in proper operating condition with a current DMV registration may be parked anywhere on the property, including in the garages. Proper operating condition means the vehicle is not a hazard or a nuisance as a result of noise, exhaust emissions or fluid leaks.

6. Approved Vehicles. Standard passenger vehicles, pickup trucks of no more than 1 ½ tons gross weight with racks or shells no higher or wider than the cab of the truck, sport utility vehicles mass-produced by an auto manufacturer and consisting of an enclosed body on a truck chassis.

7. Vehicles not allowed to be parked anywhere on the property are commercial vehicles, recreational vehicles, trailers, campers, boats, ATCs, motorhomes, junk or inoperable vehicles, etc. The only exception is a commercial vehicle being used in connection with providing service(s) to the property.

8. Standard pickup trucks with racks or shell higher or wider than the cab and large vehicles that interfere with adjoining parking spaces or traffic flow are considered to be commercial or recreational.

9. Each Living Unit is assigned one garage and one open parking space for parking approved vehicles, with the right of ingress and egress (in and out) in and upon said parking areas.

10. The Association assumes no responsibility for vehicles parked anywhere on the property.

11. Storage that prevents parking a vehicle in any garage is prohibited.

12. Storage of flammable or combustible materials in garages is prohibited.
13. Electrical equipment or appliances other than a garage door opener may not be installed in any garage.
14. Garage doors shall not remain open except for temporary purposes such as ingress and egress of a vehicle, loading or unloading a vehicle, cleaning and maintenance of the garage.
15. Use of a garage as a living area, sitting area, or for any recreational or other activity is prohibited.
16. **Vehicle repair, maintenance, painting or washing** is prohibited in a parking space, garage or driveway. *The only exception is occasional short-term emergency repairs to remove a disabled vehicle from the property, such as changing a flat tire, battery replacement, etc.*
17. Any vehicle leaking excessive fluids is prohibited from being parked anywhere on the property.
18. Unit owners are responsible for the costs of repairing damage to hard surfaces caused by leaking oil, gas, chemicals, or other negligence of persons associated with their Unit.
19. Motorcycles, mopeds, or any other two-wheel motor vehicle shall not be ridden on the property except for ingress and/or egress to/from parking spaces.
14. Damage to property result from any vehicle-related circumstance is the responsibility of the Unit associated with the involved vehicle, regardless of the status of the vehicle owner (visitor, tenant, service provider, etc.). This responsibility applies to any damage, including but not limited to, damage to building, garage door, other vehicles, landscaping, signs, lighting equipment, or driveway surfaces.

K. SWIMMING POOL

1. POOL/SPA hours are posted at the pool.
2. The pool may be closed during cold weather months.
3. The pool is not heated.
4. One not-to-be-duplicated key for the pool and restrooms is provided to each Unit. Replacement keys may be purchased from the Association for \$50.00.
5. California State Law requires that an adult 18 years or older supervise persons in the pool who are 13 years or younger.
6. No lifeguard is on duty and the Association does not assume liability or responsibility for the safety of anyone using the pool or adjacent area. Residents using the facilities do so at their own risk and assume full responsibility for themselves, children under their supervision, and their guests.
7. Pool use is limited to residents and up to three (3) guests per Unit.
8. Residents are responsible for their guests' conduct and for assuring that their guests do not interfere with the reasonable use of the facilities by other residents.

The responsible resident must be always present when his/her guests are in the pool area.

9. Only proper bathing attire may be worn in the pool. Street clothes, cutoffs, or other unhemmed garments are not allowed. Hair pines or other hair ornaments may not be worn in the pool. For health reasons, those in diapers must wear securely fitting plastic pants over the diapers, or diapers made specifically for water immersion, while in the pool.

10. Small inflatable toys intended for pools may be used in the pool. No large floats, rafts, boards, etc. are allowed in the pool at any time.

11. Diving is prohibited.

12. Before entering the water, everyone must shower to remove soap, oils, lotions, etc.

13. PROHIBITED IN THE POOL AREA AT ALL TIMES: Breakable items including but not limited to glass containers, alcoholic beverages, food, rough play and/or running, loud noise from talking, yelling, radios, stereos, etc. Pets.

14. Lifesaving equipment is for emergency purposes only. And anyone using this equipment for a purpose other than intended will lose pool privileges and could be subject to fines.

15. The pool gate must be securely closed and always locked. The gate should never be propped open. Violation of this requirement will result in temporary pool closure at the discretion of the Board of Directors.

L. TRASH DISPOSAL

1. The Association contracts for trash pickups each week.

2. Trash bags should not be left at the front door of a Unit for any length of time.

3. The trash company employees empty the trash bins. They DO NOT pick up items left on the ground.

4. Trash bin lids are not always open and anyone not tall enough to open the lids should not be tasked with disposing of trash as this will result in trash bags left on the ground.

5. Trash bags are to be tied shut to prevent odor, bugs and flying debris.

6. Please be considerate of other residents if you are planning to dispose of a large amount of trash. Dispose of your trash over several scheduled trash pickups. Unscheduled emergency trash pickups are expensive. If there is plenty of space in a trash bin on the day before a scheduled pickup use the space and avoid overflowing the bin. Overflowing trash or trash on the ground is unsanitary and poses a health hazard and attracts rodents.

7. The trash bins are for disposing of Association household trash only. It is a violation of Association policies to bring trash in from elsewhere for disposal in our trash bins. Violations may result in fines assessed to the Unit.

8. Household items that do not fit into a trash bin may not be left on the ground in the trash area. The expense for removal of these items is paid by everyone. Leaving household items is a violation of the Association rules and may result in fines assessed to the Unit.

9. Dangerous items such as motor oil, paints, etc. may not be disposed of in the trash bins. The City of Vista provides a facility for disposing of such items. Please contact the City of Vista or visit their website.

10. Christmas trees MAY NOT be placed in the trash bins at any time. The City of Vista provides a disposal site each year. Please contact the City of Vista or visit their website for more details.

III. RENTALS

A. RENTAL OF UNIT

1. No Owner may rent or lease his or her Unit for transient or hotel purposes, or for a period of less than 30 consecutive days.

2. The Owner of a rented or leased Unit must provide the Association with the names and contact information for the Owner's tenants and must provide the Association with a copy of the rental or lease agreement which agreement must comply with Section 8.2 of the CC&Rs, as may be amended from time to time.

3. The Owner must provide their tenants with a copy of the CC&Rs, R&Rs and ARC Rules, and their tenants must abide by all Association governing documents.

4. The lease must be subject to the Association governing documents and any failure to comply with the governing documents is a default under the lease.

B. ARCHITECTURAL REVIEW COMMITTEE APPROVAL

1. Before beginning **any** addition, alteration, physical change or construction involving the patio area or Unit, the Owner must submit a complete application, including plans and specifications, to the ARC, and must obtain the prior written approval of the ARC before commencing the work. **NOTE: Architectural Control is more specifically set forth in Article 7 of the Association's CC&Rs and the Association's Architectural Guidelines.**

2. Application forms are available from the Association's management company.

IV. RULES ENFORCEMENT

The Association through its Board of Directors is authorized to enforce rules and require compliance and may impose fines or pursue legal action upon discovery of non-compliance or upon written notification of a violation of the governing documents. Only the Board of Directors has the authority to determine if an issue constitutes a violation of the governing documents.

Cooperation is important to assure that all alleged violations are corrected in a timely manner. To submit a written complaint to the Board please mail or email the matter to the management company.

Complaints must provide the following details to enable the Board of Directors to consider the matter and act:

1. Details about what happened and when.
2. Who was involved and that can include names and/or Unit number.
3. Date, time and exact location of the incident.
4. Complainant's name and phone number in case the Board needs to additional information and to make inquiries.

Failure of an Owner to voluntarily comply with the rules may result in fines levied against the Unit in accordance with the Violation Procedure and Fine Schedule.

V. GENERAL NOTICE

If a provision of the Governing Documents or of the DSA requires delivery of a document via "General Notice" to the membership, the document may be delivered by one or more methods provided in the DSA, [*Civil Code* Section 4045] including inclusion in a billing statement or posting on the Association's bulletin board (now located in the CMA on the south side of Plum Tree Road, between Robinea Drive and Bluebonnet Drive). In the event of a conflict between a bulletin board notice and another delivery method, the bulletin board notice shall control.

If a member requests, in writing by first class mail, to receive general notices under this section by individual delivery, the member shall specify whether they wish to receive the notice via first class mail or electronic mail, and all such general notices shall be so delivered to that member.

If a general notice is delivered by:

Mail: delivery is deemed complete on deposit into the United States mail;

Electronic Mail: delivery is deemed completed at the time of transmission;

Posting on the bulletin board: delivery is deemed complete at the time of posting.

Unless otherwise provided in the Governing Documents or in the DSA, general notice of a Board meeting shall be given at least four (4) days prior to the meeting, except that general notice of an "Executive Session" Board meeting shall be given at least two (2) days prior to the meeting.

For additional provisions relating to notices, see the Governing Documents and the DSA.

VI. SEVERABILITY

If any provision or part thereof of the Governing Documents is held invalid or unenforceable, it shall not affect the validity or enforceability any other provision or part thereof.