

# VILLA ITALIA HOMEOWNERS' ASSOCIATION

P.O. BOX 1497

LA JOLLA, CALIFORNIA 92038

## HOUSE RULES & REGULATIONS

The owners of each of the nine (9) units In the Villa Italia Condominium Building, and through them, any tenant/residents, have exclusive ownership of, and rights to, their individual condominium as well as rights to the building's common areas. These rights are accompanied by responsibilities, as defined in our Codes, Covenants and Restrictions (CC&R's), and by the following House Rules & Regulations.

### OCCUPANT INFORMATION SHEET

Each unit owner is responsible for the completion of an Occupant Information Sheet and for ensuring it is returned to the Board within 30 days of receipt. The form is an addendum to this document. This Occupant Information Sheet provides specific information to be used by the Board in case of emergency and to ensure building security. The Information Sheets are held as confidential information.

Information sheets should be updated regularly. Owners who rent their units are responsible for ensuring that this sheet is completed and signed by the Occupant and returned to the Board. If an owner employs a rental agent, the agent should be reminded of this requirement.

### SECURITY

It is advisable not to let strangers or solicitors into the building. The security of the building is dependent upon the people living in the building. When entering or leaving the building, be sure that doors and/or the garage gate are securely closed and locked. Do not leave doors open and unattended. Do not allow persons unknown to you to have access to the building (if you are called to the intercom, do not release the lock to allow visitors to access other units). If you enter the building, do not permit other people with whom you are not acquainted to enter with you. Ask them to use their own key.

When exiting the building via the garage door, always wait to see that the garage door is closed. Keep vehicle(s) secured and storage areas locked at all times. Garage, door openers and keys should be safeguarded.

Normally, the Board does not have keys to individual units. An owner may request that the Board hold a key under special circumstances. Residents planning to leave their unit unoccupied for any length of time are encouraged to notify a Board member. Residents should have mail and newspapers picked up during their absence. Laundry hoses must be

maintained and laundry valves shut off during a prolonged absence to prevent a leak damaging your unit and/or the unit below. Building keys are available from Board members if lost. Duplication is at the cost of the unit owner. Our garage door is a LiftMaster made by The Chamberlain Group. Contact them if you need a new remote operator, at unit owner expense.

Residents are encouraged to remember that attention to these items can prevent injury, damage, and loss for themselves as well as the other building residents.

## **POLICY/PRACTICE IN ENFORCING LIEN RIGHTS**

Regular assessments are payable monthly, in advance, on the first day of the month to VILLA ITALIA HOMEOWNERS' ASSOCIATION, P.O. BOX 1497, LA JOLLA, CALIFORNIA 92038.

The by-laws of the Villa Italia Homeowners association provide for a mandatory late fee plus interest on dues received after the fifteenth day of the month in which they are due. Smooth running of the Association requires prompt payment by all members.

Payments received are applied to delinquent charges before current charges are retired. The monthly assessment is due and payable on the first day of each calendar month and becomes delinquent subject to a penalty of \$25.00 if payment is not received by the fifteenth (15th) day of each month. In addition, interest will be charged at the rate of 1% of the delinquent amount per month. Penalties and interest are cumulative per month. Reference California Civil Code 1366.

If payment is not received for 60 days, the owner may be sent a pre-lien letter by certified mail and charged for legal fees incurred in preparing this letter. A lien will be filed against the property after 90 days of nonpayment and the owner will be charged for legal fees. If the account is not paid 30 days after the lien is filed, the Board will consider foreclosure action. Late charges and interest will be assessed until all fees are paid. Reference California Civil Code 1367.

## **COMMON AREAS**

There are two types of common areas – those which all owners can use, e.g., the courtyard, walkways and garbage dumpster; and those which are for the exclusive use of the unit owners, e.g., unit balconies/patios, assigned parking spaces and assigned storage box in garage. Any changes to common areas, including exclusive use areas, must have prior approval of the Board.

Every resident should help keep the common area clean by picking up debris and removing newspapers daily. Personal items should not be left in common areas other than those areas for exclusive use which are not otherwise limited (see section on "PARKING"). This prohibition includes personal items left at the doorway of individual units. Exceptions to this are door mats and potted plants.

Owners and residents are responsible for their guests' behavior. Visiting children should be supervised in common areas.

## **EXCLUSIVE USE COMMON AREAS**

### **1. STORAGE BOX**

Each unit is assigned a storage box along the West wall of the garage. The door to each unit must be kept closed at all times. Only non-combustible items may be stored.

### **2. ASSIGNED PARKING SPACES**

Owners/Occupants are reminded that all vehicles must be within the marked boundary of their assigned space. Please be sure that you do not encroach upon the adjacent parking space assigned to another unit. Use of assigned parking spaces for special/temporary uses must be cleared with the Board. Each owner (including renters) must register the vehicles authorized to use their unit's parking spaces. Automobile make, model, year and license plate number should be completed on the Occupant Information Sheet, attached, and returned to the Board at the above address. Residents may not rent out their parking spaces to non-residents.

Each owner is responsible for the cleanliness and maintenance of their assigned parking spaces. In cases of excessive abuse where cleaning is necessary and the owner has not been responsive to Board requests, the owner will be billed for the cost of cleaning fees, should the Board determine that use and/or maintenance of the spaces does not comply with the CC&R and/or House Rules & Regulations.

In addition to the assigned storage box along the West wall of the garage, unit owners/tenants may store other personal items in closed storage containers against the wall of their assigned parking spaces, as long as a full size car can still be stored in the parking space. Only storage containers with doors or covers are acceptable. Personal items must be kept from view. Bicycles may be stored outside a container as long as they are against the wall of the assigned parking space. Only noncombustible items can be stored in the assigned storage areas.

Car washing is not permitted in the garage due to the risk of water damage to the elevator. Repair of water damage from actions of owners/tenants will be charged to the unit owner responsible.

### **3. BALCONIES/PATIOS**

Balconies and patios are common property with exclusive use by the unit owner/tenant. Unit owners are responsible for the maintenance of their balconies/patios. Significant changes such as railing color scheme and flooring material are subject to prior approval by the Board of the HOA.

## **GARBAGE**

Current garbage pickup is every Tuesday and Friday mornings. All garbage and trash should be placed in sealed or tied bags prior to disposal in the trash chutes. This is to ensure that all garbage actually makes it to the dumpster and not float outside it, creating an unsanitary condition. When this is not possible, the garbage should be carried to the dumpster room located at the back of the building behind the Utility Room on the first floor. Doors to the dumpster room and trash chute access should be closed after use. All trash chute access areas should be maintained in a clean and orderly condition. If any of your garbage falls on the ground/floor, please pick it up.

## **MOVING**

All moving (in and out) should be registered with the Board prior to the date of moving. Owners of rental units are responsible for informing the Board when a tenant is moving. Arrangements must be made to pick up the elevator hold key. A deposit fee of \$100 is required for all moves to and from the building to prevent damage to the elevator, floors, steps, and walls, and to guarantee return of the elevator key. The deposit will be returned within three (3) days after receipt of the returned elevator key and/or completion of move. ALL MOVES MUST BE MADE THROUGH THE BACK DOOR OR GARAGE. HOMEOWNER IS LIABLE FOR DAMAGES.

## **PETS**

One usual and ordinary house pet is permitted. Pet noise must be kept to an absolute minimum. The pet must be kept on a leash at all times in the common areas. The pet owner is responsible for the pet and for assuring that the building and building grounds are maintained clean and sanitary. The building grounds are not to be used as a run area for pets. Pet owners are required to clean up after their pets.

## **RENTALS**

Renters/tenants are subject to all rules and regulations (CC&R's and these House Rules & Regulations) of the Homeowners' Association. All owners are responsible for the tenants in their unit, and are required to provide copies of these rules and regulations to the tenant on or before the time that the tenant resides in the unit, and for ensuring that the tenant signs and returns the attached Occupant Information Sheet. No rentals of under three (3) months are allowed. Maximum occupancy of any unit is four (4) persons. Owners must notify the Board of Directors when tenants occupy a unit if the owner is not also in residence. Owners will be subject to fines and repair or damage charges caused by their tenants' violation of any rule or regulation. Tenant complaints or problems should be referred to the unit owner only.

## **INSURANCE**

All owners are encouraged to carry insurance coverage on their units. Building insurance

covers only common property and joint liability coverage and does not protect the individual owner, their possessions, or individual liability.

Owners of rental units are encouraged to require their tenant to carry renter's insurance to cover that which is not covered under common property insurance (building insurance).

## **NOISE**

No Unit shall be used in any manner as to obstruct or interfere with the enjoyment of the occupants of other Units or annoy them by unreasonable noises. No Owner shall permit noise including, but not limited to, the playing of musical instruments or playing of sound reproduction equipment, running, jumping, and other athletic activities, which would unreasonably disturb another Owner's quiet enjoyment of his Unit or of the Common Area. If a new flooring system is installed by the Owner, a high quality sound-deadening underlayment should be considered.

## **EMERGENCIES**

When an emergency occurs that could affect common areas or other residents, please contact a Board member. If no Board member is available, use the Building Contact List located on the bulletin board in the garage next to the elevator door and Member Roster to assist in contacting other association members and to make necessary immediate repairs. Retain all documentation and provide this to the Board for consideration of repair claims.

Items NOT building-related, such as maintenance and repair of windows, screens, glass doors, appliances, plumbing, electrical, and heating systems should be taken care of by the individual unit owner.

## **MISCELLANEOUS INFORMATION**

Owners are responsible for the cleanliness and appearance of their unit. No laundry, rugs or clothing are to be hung from railing or windows.

Use of the unit is restricted to residential purposes only. No business or commercial use of the unit is permitted.

Windows are replaced at the unit owner's expense. All replacement windows must be of the slider-type to match existing windows in the building. External color must match existing window colors (dark brown). Owners must receive Board approval before replacing any windows.

Only window coverings that are usual and customary are allowed. Blankets, sheets, plastic, foil, etc., are prohibited.

Replacement or painting of doors or addition of screen doors must receive prior approval of the Board.

Clothes dryer vents are to be kept free of lint. If lint is observed at the dryer vent discharge, please clean your filter and vent pipe immediately, to avoid a fire hazard.

If your unit is equipped with a fireplace, it is designed to be used with natural gas only, using the manifold provided. Do not attempt to burn wood in your fireplace.

Your HOA has an annual contract with a termite control company. Please report any termite sightings inside your unit to a Board member right away. Our contract requires that each unit must be inspected annually by the termite company. We request your cooperation in gaining access to your unit at the appropriate time. All units must be inspected at the same time.

## **SUGGESTIONS**

Suggestions and complaints should be made in writing and mailed to the Homeowners' Association at Post Office Box 1497, La Jolla, California 92038. Attendance by members at Board meetings is also encouraged, especially to discuss issues which may be controversial.

The above has been approved by the Board of Directors on June 20, 2011

## OCCUPANT INFORMATION SHEET

TO: ALL OCCUPANTS - VILLA ITALIA CONDOMINIUMS

FROM: HOMEOWNERS' ASSOCIATION – BOARD OF DIRECTORS

For the purposes of building maintenance, repair, emergency, and security, the Homeowners' Association requires the following information from all occupants of Villa Italia. If you own your unit but are renting it to someone else, you are responsible for having the occupant sign and return this completed form to the HOA:

UNIT # \_\_\_\_\_  
OCCUPANT'S NAME(S) \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER (DAYTIME: \_\_\_\_\_; EVENING: \_\_\_\_\_)

E-MAIL ADDRESS: \_\_\_\_\_

VEHICLE #1 (MAKE/MODEL/YEAR) \_\_\_\_\_ (LICENSE) \_\_\_\_\_

VEHICLE #2 (MAKE/MODEL/YEAR) \_\_\_\_\_ (LICENSE) \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

MARQUE LISTING AT BUILDING INTERCOM \_\_\_\_\_

I have read and will comply with these Villa Italia Condominium House Rules & Regulations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(Unit Occupant)

In case of emergency (fire/earthquake/etc.) the Fire Department or Police may have to access your unit by force. In case of a water leak, the HOA may do the same. Your assistance in completing this form will help to protect you and the other occupants of the building. Return completed form to:

VILLA ITALIA HOMEOWNERS' ASSOCIATION  
P.O. BOX 1497  
LA JOLLA, CA 92038