

VISTA HOMEOWNERS ASSOCIATION

c/o CHAMPS, a Division of AAM, LLC

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March 22, 2017

All Owners

NOTICE: 2017 Homeowner's Manuals

Dear Homeowner,

The Board of Directors is pleased to announce the UPDATED 2017 Homeowner's Manual, i.e. Rules and Regulations, which is enclosed.

The Homeowner's Manual includes all of the amendments approved since the last full booklet publication and all required Civil Code changes have been incorporated. The UPDATED 2017 Homeowner's Manual will become effective April 2, 2017.

Please take a moment to review and familiarize yourself with the booklet. If you have comments, questions, suggestions or concerns, feel free to provide them in writing or come and discuss the matter with the Board at their next regularly scheduled meeting to be held on Thursday, April 20, 2017 at 10:00 a.m.

As a reminder, it is up to the owner to provide their tenant(s) with a copy of the Rules and Regulations.

Sincerely,

Vista Homeowners Association, Board of Directors
enclosures

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THIS IS YOUR VISTA HOMEOWNERS ASSOCIATION MANUAL
Revised March 21, 2017

Each section in this Manual has the potential for periodic revision. When a revised section or page is issued, it is your duty to remove the obsolete section or page and insert the current paper in the proper place.

The Board of Directors of the Association urges you to become familiar with each of the sections in the Manual at the earliest possible date so that your home, your yard and your use of common property will conform to the applicable requirements, your investment is protected and your enjoyment of living in Vista Del Mar (“VDM”) may be maximized.

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SECTION I

PREAMBLE

The basic Association Governing Documents that control all official actions, which provide the bedrock upon which all rules, regulations and requirements are based, and which outline the duties, responsibilities and authority of the Board of Directors are:

1. The Declaration of Covenants, Conditions and Restrictions, Vista Homeowners Association, dated September 23, 1982, as amended from time to time (hereafter referred to as the Declaration or the CC&Rs).
2. The Articles of Incorporation dated June 30, 1982.
3. The Bylaws of the Vista Homeowners Association dated July 26, 1982, as amended from time to time.

The Vista Homeowners Association is a Community Association. There are benefits and drawbacks to living in this type of Community. A benefit of Community living is that you may enjoy amenities, such as the swimming pool, spa, the Clubhouse, tennis court, and attend social events, etc. However, you must rely on one another to maintain property values, and quality of life. Further, in this form of Community living, you are more accountable to your neighbors. Attractive landscaping and well-maintained homes make the Community more appealing, and therefore, a more desirable place to live. If some Members fail to care for their properties, the values of all properties in the Community may be adversely affected.

Please read this manual and the three (3) documents listed above very carefully to ensure full knowledge of your rights, as well as, your responsibilities as a Member of the Vista Homeowners Association. You have become a Member of the Association upon receiving title to your property. Compliance with the requirements of the various Association Governing Documents will reduce friction, ill feelings and costs for all Association Members. The "Complaint and/or Violation Report" forms are provided on the bulletin board at the Clubhouse. The forms are to be used by Owners to report conditions within the Community, which the Owner believes to be an alleged violation of the Association Governing Documents.

All Members are encouraged to attend the monthly Board of Directors meetings, the Annual Meeting of Members (typically held in August each year), as well as, the various social functions held in the Clubhouse.


Dwight Stratton
President, Board of Directors
Vista Homeowners Association

March 21, 2017

SECTION II

RULES AND REGULATIONS - RESIDENCES

The CC&Rs provide the Board of Directors with the authority to adopt reasonable rules relative to the use of separate interests (private homes and Individual Lots), as well as, Common Areas, which include the Association's private streets. All such rules apply equally to residents, Owners, lessees and renters.

A. SENIOR CITIZENS COMMUNITY

Age Requirements for Vista Homeowners Association

The Vista Homeowners Association is a Senior Citizen Housing Development and all occupants/residents must meet certain minimum qualifications as to age restrictions, in order to reside within the Community.

The following rules are intended to achieve compliance with and are subject to the provisions of all Federal, State and local laws and requirements on age restrictions. If the Federal, State or local laws or requirements change before these rules are amended, then the applicable Federal, State or local laws shall be deemed to apply and to prevail until these rules are amended.

THE ASSOCIATION RESERVES THE RIGHT TO AND PERIODICALLY DOES REQUIRE ALL RESIDENTS TO PRESENT PROOF OF AGE TO ENSURE THAT THE ASSOCIATION CAN DOCUMENT THAT ITS RESIDENTS QUALIFY UNDER THE APPLICABLE AGE RESTRICTIONS.

- 1. Occupancy of Residences.** In general, and except as permitted by Federal or State law as described below, each Residence, if occupied, must be occupied by at least one (1) Qualifying Resident or Senior Citizen (as defined below). All other persons occupying a Residence shall be either a Qualified Permanent Resident (as defined below) or a Permitted Health Care Resident (as defined below).
- 2. Guests.** The Qualifying Resident or Senior Citizen or Qualified Permanent Resident may have as guests, persons under forty-five (45) years of age up to sixty (60) days total for each calendar year.
- 3. Qualified Residents and Qualified Permanent Residents (Hereinafter referred to as QR and QPR).** Those persons described in paragraphs 3.a through 3.b below are authorized under California's Unruh Civil Rights Act (Civil Code Section 51 *et seq.*) (or any superseding statute) to reside in the Community but only under the circumstances identified below, and subject to the limitations imposed by Federal law.

- a. A **“Qualified Resident” (or QR)** is a person who is fifty-five (55) years of age or older (i.e. a “Senior Citizen”) who intends to reside in his or her Residence as a primary residence on a permanent basis.
- b. **“Qualified Permanent Resident” (or QPR)** means a person who meets both of the following requirements:
 - (1) The person was residing with a Qualifying Resident or Senior Citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident or Senior Citizen; and,
 - (2) The person was forty-five (45) years of age or older, or was a spouse, co-habitant¹ or person providing primary physical or economic support to the Qualifying Resident or Senior Citizen.
- c. **“Qualified Permanent Resident”** also means a disabled person or a person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or Qualified Permanent Resident as defined in paragraph b. above, who needs to live with the Senior Citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury.²
 - (1) For any person who would otherwise qualify as a Qualified Permanent Resident under this paragraph, but whose disabling condition ends, the Board of Directors may require the formerly disabled person to cease residing in the Community upon six (6) months written notice. However, the Board may allow the person to remain as a resident for up to one (1) year after the disabling condition ends. [Civil Code 51.3(b)(3)(A), or any superseding statute]
 - (2) The Board may take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident under this paragraph c. if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only if the Board does all of the following: [Civil Code 51.3(b)(3)(B), or any superseding statute]
 - (i) Provides at least ten (10) days notice to the disabled person, (whose occupancy is being challenged) and the co-resident parent or grandparent of that person that a hearing is being held, and the date, time and place of such hearing;

¹ A co-habitant is defined as two persons who live together as husband and wife or persons who are domestic partners within the meaning of Section 297 of the California Family Code (or any superseding statute).

² A “disabling injury or illness” means a physical or mental impairment that substantially limits one or more of the major life activities of the individual, as that term is defined in Civil Code Section 54(b) (or any superseding statute).

(ii) Gives due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the Owner, Board of Directors, or other governing body in order to preserve the privacy of the affected persons.

(iii) In the event the Board elects to prohibit or terminate the occupancy of the disabled person, the Board provides written notice of such decision to the disabled person whose occupancy is being challenged and the co-resident parent or grandparent of that person within fifteen (15) days from the date of the hearing.

4. **Permitted Residents.** The categories of individuals described in paragraphs 4.a through 4.c are “Permitted Residents” and are exempt from the age restrictions in California’s Unruh Civil Rights Act (Civil Code Section 51 *et seq.*) (or any superseding statute) but only under the circumstances identified below, and subject to the limitations imposed by Federal law. *Age restriction waivers provided under the Caregiver provisions of Civil Code 799.9 will require that the patient’s physician complete the Association’s Physician Questionnaire. Generally, waivers will be granted for 180 days and will require a new Physician Questionnaire to extend. However, the Board reserves the right to extend waivers without a new questionnaire, where warranted.*

a. A person, who is not a Qualifying Resident or Senior Citizen or Qualified Permanent Resident, but who had the right to reside in, occupy, or use the housing in the Community on January 1, 1985.

b. “Permitted Health Care Resident” means a person hired for compensation (which includes, but is not limited to, the provision of food and lodging in exchange for care) to provide live-in long-term care or terminal health care to a Qualifying Resident, or a family member of the Qualifying Resident providing that care. The care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. Permitted Health Care Residents may use the Common Areas (Clubhouse, Billiards Room, Spa, Pool, Jacuzzi) **ONLY** when accompanied by an Owner/Resident as their guest.

c. A Permitted Health Care Resident shall be entitled to continue his or her occupancy, residency or use of the Residence in the Community in the absence of the Qualifying Resident or Senior Citizen to whom he/she is providing care, only if both of the following are applicable:

(1) The Qualifying Resident or Senior Citizen became absent from the Residence due to hospitalization or other necessary medical treatment and expects to return to his or her Residence within ninety (90) days from the date that the absence began; and

- (2) The absent Qualifying Resident or Senior Citizen or his/her legal designee, submits a written request to the Board of Directors, authorizing the Permitted Health Care Resident to continue to reside in the Residence in his/her absence. If the Qualifying Resident or Senior Citizen does not actually return within the ninety (90) days, he/she (or his/her legal designee) may submit a further written request to the Board of Directors, authorizing the Permitted Health Care Resident to reside within the Residence for an additional ninety (90) day period.

The Board of Directors shall have the discretion to allow a Permitted Health Care Resident to remain in the Residence for a time period longer than ninety (90) days from the date that the Qualified Resident or Senior Citizen's absence began, if it appears that the Qualified Resident or Senior Citizen will return within a period of time not to exceed an additional ninety (90) days.

5. **Residency Requirements for QPR's in the Absence of a Qualifying Resident.** If the Qualifying Resident or Senior Citizen dies, dissolves his or her marriage, vacates the Residence, is hospitalized, or has a prolonged absence from the Community, the Qualified Permanent Resident may continue to remain a resident of the Community but only if the Qualified Permanent Resident's continued occupancy does not result in less than eighty percent (80%) of the occupied Residences within the Community actually being occupied by at least one (1) Qualifying Resident.

Notwithstanding any exception or exemption that arguably may be permitted under California Law or the above rules, and to ensure compliance with the Federal Fair Housing Amendments Act of 1988, at least eighty percent (80%) of the Residences in this Community shall be occupied by at least one (1) Qualifying Resident or Senior Citizen (i.e. a person fifty-five [55] years of age or older).

6. Any person, who is under fifty-five (55) years of age, and who otherwise qualifies under the Laws of the State of California for residency in this Community may continue to reside in a Residence until such time as the Residence is sold or transferred to any other person, but in no case may any such person reside in the Residence, if such residency would cause the number of Residences occupied only by persons under fifty-five (55) years of age to exceed twenty percent (20%) of the Residences in the Community.
7. Residences sold or transferred by persons under fifty-five (55) years of age, who resided in said Residence by virtue of an exception permitted under the law, shall be occupied, after sale or transfer, by at least one (1) person fifty-five (55) years of age or older (i.e. a Qualifying Resident or Senior Citizen), and by any other persons who otherwise qualify by law to reside within the Community.

B. PROPERTY TRANSFER

Another very important rule is the requirement stated in Article III, Section 3 of the CC&Rs, that both the property transferor and the transferee must notify the Board of Directors, in

writing, of any property title transfer within seven (7) working days of such action. When title to a property changes, the transferor must provide the new Owner with his/her/their copies of all Association Governing Documents as well as his/her/their two (2) keys to the Clubhouse.

C. NON-OWNER OCCUPIED HOMES

Members of the Vista Homeowners Association must keep the Association, through its Management Company, apprised of their mailing address if they live outside of the Community. Failure to do so precludes the timely distribution of essential notices, etc., which in some cases could be costly to the Member.

Any Homeowner who intends to rent, utilize a long-term house sitter or lease his/her Residence in the Community is required to provide to the Secretary of the Association, as well as, to the Association's Management Company, a letter containing the following information:

1. The names and ages of all persons who will be living in the non-Owner occupied Residence.
2. The starting date of the non-Owner occupancy of the Residence.
3. Confirmation that the non-Owner occupants have been provided with a copy of all Association Governing Documents, including the CC&Rs, the Bylaws, and the Homeowners Manual and that the non-Owner occupants understand that, as residents of the Community, they are obliged to comply fully with all requirements therein. However, it is the Member alone who will bear the burden of any and all sanctions, such as Assessments, fines and associated costs for the resident/tenant's non-compliance. Of course, these non-Owner residents are free to partake and enjoy all of the Common Facilities provided for resident members. However, the non-resident Owner is not permitted dual use of Common Facilities.
4. Lease or rental contracts shall be for a minimum of six (6) months. Short term rentals or leases are not permitted.

Failure to provide the above required tenant information in a timely manner could lead to the same sanctions and penalties as authorizing or permitting the residence of persons not meeting the age/time limits set forth in the CC&Rs and the Association Governing Documents.

D. NEIGHBORHOOD WATCH/SECURITY

Even though the Association has a Neighborhood Watch Program, this does not mean the Association is a "secured" community. The Association is not a gated community, and there are no security guards patrolling the Association grounds. Therefore, Owners, residents, members of their household, their guests, and invitees must act reasonably in protecting

themselves against any criminal misconduct. Such safety precautions may include Owners installing an alarm system, locking the doors and windows of their Residence (even if people are home) and leaving lights on when no one is at home. **The Association emphasizes that these are suggested actions and that the Association cannot and does not guarantee that these precautionary measures will deter or prevent criminal activity.** Thus, the Association does not and cannot guarantee the safety and security of all persons and/or property in the Community.

If Owners and residents want to find out information regarding registered sex offenders residing in this area, you can contact the local police department about accessing this information now available to the public. Owners and residents may also obtain this information from websites, including, but not limited to, <http://meganslaw.ca.gov>. The Association does **NOT** engage in this type of investigation or provide this information to Owners or residents. The California Department of Justice, Sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) subdivision (a) of Section 290.4 of the Penal Code (or any superseding statute). The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

E. GARAGES

1. Each Owner or resident is encouraged to utilize his/her garage to its maximum capacity for the parking of all vehicles attributable to his/her Individual Lot.
2. Garages are to be used for the parking of vehicles and for the storage of miscellaneous personal property. Excessive storage that prevents the parking of the number of vehicles which the resident owns is prohibited.
3. No repairs, restorations, or any mechanical maintenance of any motorized vehicle shall be conducted in the garage, with the exception of minor or emergency automobile repairs, which must be completed expeditiously. Repairs that continue for a period exceeding sixty (60) days in a one (1) year period shall be deemed storage (and will be in violation of these Rules and Regulations). Repairs may be prohibited if such repairs constitute a nuisance.
4. Garage doors should be kept closed at all times, except when exiting and entering the garage. Owners and residents are also urged to securely lock their garages at all times, even when there are people at home.
5. Garages shall not be converted for living or business activities.

F. NOISE

Due to the close proximity of the houses in the Community, noise should be kept at a level that does not interfere with the quiet enjoyment of other Owners and residents. Radios, televisions, musical instruments, party activities, and other noise (including barking dogs, car horns and the extended warming-up of car engines) must be restricted at all times to a level that is not disturbing to other Owners and residents.

Quiet hours in the Community shall be from 11:00 p.m. until 7:00 a.m.

G. PETS

1. No animal, livestock or poultry may be kept on any property without the prior written approval from the Board of Directors. (See Article VII, Section 20 of the CC&Rs.)
2. Only one (1) small pet is permitted per Individual Lot. The one exception to number of animals permitted per Individual Lot is in regard to "service dogs". Dogs must be on a leash at all times (and under the personal control of an individual capable of controlling the animal) when not confined to the Owner's yard. Owners are requested to not allow their cat to roam around the Community.
3. **Animal refuse must not be left on any property within the community of Vista del Mar. This includes both private property and community property. Persons walking a dog in the community must have on their person a means to pick up and dispose the animal waste.**

4. The Board may prohibit the maintenance of any animal on any property or Association Common Area which, in the Board's opinion, creates a disturbance of the peace and/or quiet enjoyment of other Owners/ residents, creates or will create a threat to the safety of other Owners/residents (i.e. the Board determines the animal to be dangerous), or otherwise constitutes a nuisance to any Owner/resident in the Association (i.e. by creating frequent and/or continuous noise).
5. Each person bringing or keeping a pet in the Community shall be responsible and liable for any personal injury or property damage caused by their pets. If the pet Owner is a guest, invitee or tenant (or tenant's guests and invitees, the Owner of the property which is attributable to the pet will be liable.

H. GARAGE / YARD / ESTATE SALES

No Owner or resident may hold a traditional "garage" or "yard" sale - in which unwanted clothes, furniture, other household and miscellaneous items are displayed either inside or outside the Residence for sale to the public - except under the following conditions:

1. A one-time private estate sale may be held by an Owner/resident or by the Owner's/resident's agent at a Residence that is being sold or vacated, provided that:
 - a. Advance written permission of the Rules and Regulations Committee, in consultation with the Committee's Board Liaison, is obtained;
 - b. The sale is held on one weekend (Saturday and/or Sunday) during daylight hours;
 - c. All parking rules and restrictions are obeyed; and signage is limited to the site and to the intersection of Pomelo and Via Del Mar. (It is recommended that an agent of the person conducting the estate sale be stationed at the entrance to provide directions to outsiders.)
 - d. Only one such estate sale may be held in the Community on a given weekend.
2. The Board may periodically authorize a community wide Garage Sale in which residents may participate.

SECTION III

RULES AND REGULATIONS – COMMON AREA

A. CLUBHOUSE AND RECREATIONAL FACILITIES

1. Use of Facilities

- a. The Clubhouse and kitchens may only be reserved by a QR or QPR for a meeting or private party. A QR or QPR may reserve the Clubhouse for private use by completing an “Application for Private Use of Clubhouse Facilities,” and submitting it to the individual in charge of scheduling Clubhouse Events, at least ten (10) days before the scheduled Clubhouse Event. Please note that insurance requirements may be applicable when reserving the Clubhouse for private use.
 - i. A reservation calendar will be maintained by the person in charge of scheduling Clubhouse Events. All functions to be held in the Clubhouse must be scheduled on this calendar. The calendar will be posted on the bulletin board and distributed to each household in the monthly newsletter. The Social Committee will have priority on the use of the Clubhouse.
 - ii. Set up can begin at 10:00 a.m. on the day of the function, prior to the scheduled time of the function. If there is a function scheduled for the next day, clean up must be completed by 10:00 a.m. or prior to the scheduled time of that function, whichever comes first.
 - iii. The Social Committee will be responsible for setting deadlines for the resident and guest reservations for the Vista Del Mar social events. These dates will appear on the flyer for the event.
 - iv. If attendance is open to all Homeowners, no deposit is required.
 - v. Memorial Services and such other emergency events, where alcohol will not be served, will be given exceptions as determined by the Clubhouse scheduler.
- b. A private party is an event that is by invitation only and hosted by an Owner or a resident. These may be parties such as anniversaries, weddings, birthdays, memorial or similar services of spouse and immediate family and may include invited guests. However, commercial, political, fraternal, religious meetings, or any gathering of an outside organization will not be permitted. No parties are allowed that would be exclusively for children. Each household may host up to four (4) parties per year. Except for the Board of Directors, reservations may not be made more than six (6) months in advance.
- c. QR or QPR may only use the Clubhouse rooms needed for the party. The billiards

- room, swimming pool, spa and tennis court will be available at all times for other residents' use.
- d. Private party sign(s) may be placed at the reserved rooms only. Do not place signs at the entry gate, which may incorrectly discourage a non-attende from entering the Clubhouse area.
 - e. The number of people allowed will be limited to the posted room capacity.
 - f. The QR or QPR host is responsible for enforcing all of the Clubhouse rules during the Clubhouse event and cleanup. **Please use the cleaning procedure checklist on the kitchen wall.** Cleanup is allowed until midnight of the day of the Clubhouse event.
 - g. Events must be scheduled with the person in charge of scheduling the Clubhouse Events. An application will be required, including a \$100 private party use fee. There is also a \$500 cleaning/damage deposit, which will be refunded after inspection of the clubhouse has been completed, the day after the function. If damage occurs or extra cleaning is necessary, the deposit will be withheld for the extra costs, and the balance refunded. A written list will be kept of any damage or general use wear and tear. The QR or QPR hosting the Clubhouse function is financially responsible for the cost of repairs or damage resulting from use by him/her or his/her guests, members of his/her household, invitees, etc.
 - h. No functions may last after 11:00 p.m., except for New Year's Eve functions.
 - i. No cleated or tap shoes are allowed on the dance floor.
 - j. No smoking is allowed in the Clubhouse and enclosed (common) area.
 - k. No lit candles are allowed in the Clubhouse.
 - l. All food and beverage must be removed from the Clubhouse after the function, or such material will be discarded during inspection the next day.
 - m. Furniture, if moved, must be returned according to the diagram posted on the kitchen and the storage room walls. Piano is not to be moved.
 - n. Nothing is to be attached to the inside or outside of the Clubhouse without prior approval. The use of scotch tape, masking tape, or thumbtacks on painted walls is prohibited.
 - o. Lavatories must be checked after the party: Toilets flushed, no running water, lights and thermostats turned off, windows and doors closed and locked.
 - p. Residents wishing to borrow folding chairs or folding tables for use in their homes for no more than seventy-two (72) hours may do so by contacting the Clubhouse and

Grounds Committee to request the loan. Oral arrangements will be made during the contact to have the storage area unlocked and specified items loaned to the Member. The borrower's name, date and items loaned will be recorded on a form kept in the storage area. The borrower will also sign that entry on the form. Upon the return of the items in the same condition as when loaned, the one who issued them shall cross out the transaction and sign the form a second time. Any damage occurring must be repaired or replaced at the borrower's expense. Items from the Clubhouse, other than those described above, are not to be loaned.

- q. No pets, other than service animals, are allowed within the fenced area of the Clubhouse lot.
- r. Children fourteen (14) years and under may not use the billiard tables at any time.
- s. An Owner/resident must always accompany all guests in the locked fenced area of the Clubhouse lot.
- t. Clubhouse keys:
 - (1) Keys shall not be loaned to guests including non-resident family members.
 - (2) Owners shall be charged \$10 for replacement of a lost key.
 - (3) Upon the sale of a Residence, the seller shall make the keys available to the new Owner. There will be a \$100 per key charge to the Owner/seller for any key not available to the new Owner.
- u. Use of the Clubhouse lot, inside the locked doors and gates, is not permitted between the hours of midnight and 5:00 a.m. without the prior approval of the Board of Directors.
- v. The Clubhouse Bulletin Boards are to be used for VDM Board of Directors' business, VDM Committees' business and VDM Clubs' business. Residents' personal property "For Sale" notices may be posted on 3" X 5" cards (signed and dated by the resident) for a maximum of thirty (30) days. No commercial, religious or political notices, announcements or solicitations may be posted at any time.
- w. Any conduct considered disorderly or disruptive, whether physical or verbal is not allowed in the Clubhouse and all common areas. All Owners/residents and their guests must follow any and all directives from Board representatives.
- x. Under California law, hosts are responsible for intoxicated guests.
- y. Neither the Association nor its Board of Directors is responsible for any property lost or stolen from the Clubhouse premises.

2. Pool and Spa Use

NO LIFEGUARD IS ON DUTY! LIFEGUARD OR SUPERVISORY SERVICE IS NOT PROVIDED AT ANY TIME. ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK, RESPONSIBILITY, AND LIABILITY.

Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the spa. Use of the spa by children under the age of fourteen (14) is prohibited.

Owners/Residents must accompany their guests at all times when using the pool or the spa.

- a. Pool hours between April 1 and mid-December will be 8:00 a.m. to 10:00 p.m. Pool hours between mid-December and April 1 (winter) will be 9:00 a.m. to 5:00 p.m. The pool pump/filter system will operate only during pool open hours. The pool gas heater does not operate during winter hours. The solar heater system will remain operational anytime the pump/filter is operational. Pool and spa regulations are **posted at the pool area**.
- b. Spa hours are 8:00 a.m. to 10:00 p.m. daily - year round.
- c. Maximum occupancy of the pool and spa is as posted in the pool and spa area.
- d. The use of the swimming pool and spa (collectively referred to herein as the “pools”) are expressly limited to Owners/residents and their guests. Persons using the pools must obey posted signs regarding the use of the pool and spa.
- e. For health and safety reasons, the use of the swimming pool by children fourteen (14) years of age and younger is restricted to the hours between 12:00 p.m. (noon) and 4:00 p.m. and they must always be under the direct supervision of a responsible adult who is, or is accompanied by an Owner/resident. **Use of the SPA by children under the age of fourteen (14) is prohibited.**
- f. Because of easily clogged pool filters, long hair must be tied back or worn under a swim cap.
- g. No persons shall enter the pool after the application of any tanning preparation without first taking a hot shower to remove such substances from their skin. This requirement does not apply to the use of sunscreen or sun block lotions or sprays.
- h. Playing with, destroying, or placing any of the poolside furniture in the pools will not be tolerated.
- i. No glassware of any kind will be allowed in the pool area. Unbreakable containers will be allowed, provided that they are disposed of in the proper manner and are not

- thrown into the pools, or left to litter the pool area.
- j. No pets are allowed in the pools at any time. Violations of this rule could result in an Assessment and/or fine to the Owner whose property is associated with the pet.
 - k. Ball playing, tag games, cannon balling, running or boisterous play of any kind is not permitted in the pool or spa area. All individuals using the pool/spa must be thoughtful and considerate of others. Unsafe or offensive conduct is prohibited. Splashing, screaming, dunking, boisterous behavior, "horse-play", loud noise or music are not allowed. Diving is strictly prohibited. Running on the pool deck is prohibited. Radios, cassettes, CDs and other sound device volumes and voices should be kept at a minimum level and confined to your personal area only, so as to not disturb others.
 - l. Trash containers have been provided. Please use these containers and keep the area surrounding the pools clean.
 - m. All persons using the pool and spa must wear appropriate swimsuit attire and shower prior to entering the pool and spa. Children and adults are not allowed in the pool or spa in diapers, unless they are in undergarments specifically approved for pool use.
 - n. The pools are cleaned and serviced on a regular basis. Should the pools be occupied when the maintenance men arrive, please leave while the necessary work is performed and completed.
 - o. There will be no throwing of tennis balls, baseballs, footballs, basketballs, Frisbees or any other objects into or around the pools. No beach balls, surfboards, or inflated rafts are allowed in the pools. Do not take or throw non-floating items, such as rocks, marbles, coins and the like into the pool or spa.
 - p. Absolutely no cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.), non-floating items (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into the pool or spa. The Owner responsible for those persons doing so will be assessed the cost of draining, cleaning, and refilling the pool, together with all other costs incurred due to pool or spa damage. Owners are reminded that they are also responsible for and will be assessed the cost of any damage caused by any individuals attributable to that Owner's Individual Lot.
 - q. Anyone not abiding by the posted rules may be asked to leave the pool or spa areas by a member of the Board.

3. Multi-purpose Court Use

- a. The multi-purpose court is for the exclusive use of Owners/residents and their guests. A guest must at all times be accompanied by a resident and residents are responsible for the actions of their guests. Guests may not use the court until the resident arrives. The QR or QPR must also be present on the court in use by his/her guest at all times.
- b. Non-marking tennis shoes and suitable attire must be worn by all players.
- c. **The Multi-purpose court is set up as a single tennis court with four (4) Pickleball courts positioned on the tennis court. Pickleball is scheduled in the monthly calendar in the *Breeze Hill Beacon*, the community newsletter. Tennis court use requires the Pickleball nets to be repositioned off the tennis court. After tennis use, the Pickleball nets shall be correctly positioned on each Pickleball court.**
- d. A Tennis reservation “chart” is posted and maintained on the Clubhouse bulletin board. QR or QPR may sign up for his/her residence only. Reservations must be made no more than one (1) week in advance and for no more than two (2) hours of play per day per resident. Play is open to any resident and/or guest if the court is not reserved, as set forth below.
- e. Reservations may be canceled by players who are waiting to play, if the reservation is not utilized within ten (10) minutes after the scheduled time. If no one is waiting, the players on the court may continue to play.
- f. The court shall be given up at the end of the time scheduled. In the event the court is not scheduled and players are waiting to play, play is limited to one (1) set for singles and two (2) sets for doubles.
- g. Sets or games not completed during the scheduled time must be terminated by completing only the game in progress.
- h. The court will be open for play daily from 7:00 a.m. to 10:00 p.m.
- i. Scheduled and unscheduled practice time may not overlap scheduled playing time.
- j. No pets are allowed in the court area.
- k. No glass, food or alcohol is allowed on the court at any time.
- l. No skateboards, in-line skates, bicycles or other similar objects are allowed on the court.
- m. For health and safety reasons, an adult must accompany all children under the age of fourteen, and infants and toddlers are not permitted on the court at any time.

- n. Unsportsmanlike behavior will not be tolerated. Continued abuse may lead to restricted or revoked use of the Association's recreational facilities.
- o. The court may be closed temporarily for cleaning, maintenance, etc.

B. FIRE LANES

1. Parking Regulations

- a. The intent of these parking rules is to allow limited parking on the fire lanes during daylight hours. The limited parking is necessary to permit certain functions to be performed, such as temporary parking for passenger vehicles, service vehicles, loading/unloading of vehicles such as moving vans, recreational vehicles and other delivery vehicles. In accordance with our Rules and Regulations, this authorized limited parking will be restricted to these necessary functions. Residents are prohibited from routinely parking in the fire lanes.
- b. Vehicles must NOT be parked in such a manner as to impede the passage of emergency vehicles. Any vehicle parked in such a manner will be subject to immediate towing at the vehicle Owner's expense. Parking overnight on any of the fire lanes will not be permitted under any circumstances. Visitors are required to utilize the visitor's parking areas provided throughout the Community. Violators are subject to penalties as indicated in Section V of these Rules and Regulations (The Association's Enforcement Policy).
- c. **Parking will be allowed only during daylight hours on one side of the street as posted. Both sides of Via Del Mar are marked as Fire lanes, with no parking on either side.**

2. Speed Limit

The maximum speed limit as posted on signs is **15 MPH** throughout the Community.

3. Other Restrictions

- a. For purposes of safety, skateboard riding, in-line skating, roller-skating, recreational scooters, pocket bikes, Segways and similar equipment are not allowed to be used on any fire lane or sidewalk in the Community.
- b. All trash enclosures, woodpiles, and storage piles shall be kept screened and concealed from view from other properties and from the street.
- c. Trash containers shall not be placed out for pickup prior to 12:00 p.m. (noon) the day before pickup is scheduled. Containers must be returned to a garage or trash enclosure before 11:00 p.m. the day of the pickup.

C. VISITOR'S PARKING AREAS

The visitor parking spaces within the Community are to be used primarily for guest parking, and may not be used to park an Owner's or resident's vehicle or for the parking or storage of recreational vehicles. However, when special circumstances warrant, the vehicle of an Owner/resident may be parked in a visitor parking area for a maximum of five (5) days, with the prior written approval of the Board. If a longer period is needed, the Owner or resident needs to obtain written approval from the Board of Directors.

D. OTHER VEHICLE RESTRICTIONS

1. No vehicle may be parked or operated on any sidewalk or landscaped area in the Community.
2. Inoperable/unlicensed motor vehicles will not be left in driveways for more than thirty (30) days. After this time, the vehicles will be subject to removal at the vehicle Owner's expense.
3. Vehicles parked in an unauthorized manner will be subject to tow-away and impound or fine, at the vehicle Owner's expense. Further, the Owner of the Individual Lot to which the vehicle is attributable, will be subject to the Association's Enforcement Policies.

SECTION IV

ARCHITECTURE AND LANDSCAPING MODIFICATIONS/IMPROVEMENTS

The Board of Directors shall have the power to appoint from the membership an Architectural and Landscape Committee to ensure compliance with the rules pertaining to the exterior architecture and landscaping of our properties. The intent is to preserve the quality of the appearance of the homes and lots in our Community. The Architectural and Landscape Committee shall consist of a minimum of three (3) members (Article VIII, Section 13. Architectural Committee) who serve at the pleasure of the Board. This section applies only to Property Owners and Qualified Permanent Residents (QPRs). Tenants are NOT permitted to submit any plans for modifications to any Architecture or Landscaping Committee.

Approval by the Committee of documents for any project on a property does not guarantee that the finished product will be satisfactory to the Homeowner. Therefore, the Committee or the Board cannot be held liable for any dissatisfaction resulting from the work. The Committee and/or the Board's decision on an Owner's application for improvements is not intended to violate any governing provision of law, including, but not limited to, the Fair Employment and Housing Act, Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code or a building code or other applicable law governing land use or public safety. It is the Owner(s) responsibility to ensure that the proposed improvements comply with all applicable statutes and/or codes. Further, the Owner(s) must obtain all required permits from any applicable municipal and/or governmental entities. **See section VI for requirements for contractors hired by homeowners.**

As of the publication of this version of the Vista Homeowners Association Manual, the building of homes on all of the lots has been completed. For the rare event of the need to rebuild one of our homes, the requirements are retained in Section VIII, Appendix, of this document.

It is expected, however, that there will be continuing needs to make significant additions or alterations to the structures or properties, such as retaining walls, patios, fences and painting. Some rules and guidelines are necessary for these as follows:

A. SUBMITTAL REQUIREMENTS

1. No modification, alterations or additions are to be made to the exterior of a Residence, including the yard, without the prior written approval of the Committee. "Modification" or "Improvement" shall be interpreted to include, but not be limited to, any additions, modifications, and alterations that may affect the exterior of a residence, such as re-roofing, painting, awnings, screens, and modifications to patios. Plans and/or specifications for all exterior construction and modifications must first be submitted to the Committee for approval. Two sets of all data shall be provided, especially when a set must be given to the City of Vista if permit(s) are required. Prior to submitting such plans or specifications, they shall be reviewed for conformance with these requirements and those of the CC&Rs. Plan application forms are available at the Clubhouse bulletin board. When applicable, the submitted request shall include:
 - a. A plot plan showing the entire lot and outlines of the locations of all structures.

- b. Detailed elevation drawings for any above grade construction.
 - c. Drawings shall be to scale, preferably ¼" = 1' - 0".
 - d. Description of materials and colors to be used.
2. The Committee shall have thirty (30) days from the date of receipt by the Committee of a complete Owner or QPR application for Improvements, to approve or deny the Owner or QPR request for Improvements. If the Committee does not receive a complete application, the Owner or QPR application will automatically be deemed denied. Further, the review period will not commence until the Committee has received the complete application from the Owner or QPR.
 3. If the Committee does not respond to the Owner or QPR request within thirty (30) days of the Committee's receipt of an Owner or QPR complete application for Improvements, the application shall be automatically deemed denied.
 4. If the Committee denies an Owner or QPR request for Improvements, the Committee shall provide reasons for the denial.
 5. An Owner or QPR may appeal the Committee's decision to the Board, at the next regular meeting of the Board, unless the denial was by the Board or by the Committee, which has the same membership as the Board of Directors. All requests for appeal must be in writing and submitted to the Board, in care of the Association's Management Company. The decision of the Board of Directors shall be final.
 6. If an Improvement is made without the prior written approval of the Committee, the Owner or QPR shall be requested to appear before the Board of Directors at a due process hearing (pursuant to the Association's Enforcement Policy), to discuss the Owner or QPR alleged violation of the Association Governing Documents. The Owner or QPR shall have the opportunity to present any information or evidence as to why he/she should not be found in violation. However, if the Board finds the Owner or QPR to be in violation, the Board may levy sanctions against the Owner or QPR. The sanctions shall include, but not be limited to, a fine (levied in accordance with the Association's Fines Schedule), a Special Individual Assessment representing the costs incurred by the Association (including, but not limited to, attorney's fees and costs incurred in an effort to gain the Owner or QPR compliance, by calling the Owner or QPR to a due process hearing) and/or a requirement that the Owner remove the unapproved Improvement and restore the affected area by a certain deadline date and at the Owner's cost.
 7. All Improvements approved by the Committee must be completed in accordance with the approved application for Improvements, with satisfaction of all stated conditions (if applicable).
 8. Upon completion of the approved Improvements, Owner or QPR shall complete a Notice of Completion ("NOC") form and submit it to the Chairperson of the Association's Architectural and Landscape Committee. All Improvements approved by the Committee must be completed within ninety (90) days from the date of the Committee's written

approval, unless a shorter or longer period is approved or required, in writing by the Committee. Failure to commence or complete the proposed Improvement within the period set by the Committee will result in a revocation of the final approval previously granted to the Owner or QPR. Owner or QPR will be required to resubmit an application for approval or request for an extension of the period previously granted, which is subject to the full Committee review process. The Committee is not required to automatically grant any further extensions.

9. If the installed Improvements are determined by the Committee, not to be in compliance with the approved plans, the Owner or QPR will be notified, in writing, of the deficiencies with the installed Improvements. The Owner or QPR will be requested, in writing, to make the necessary corrections, or remove the unapproved Improvements, within ninety (90) days of the date of the decision rendered by the Committee or the Board, unless the Committee or the Board sets a shorter or longer period. After the corrective work has been done, and all conditions are satisfied, a new NOC must again be completed by the Owner or QPR, and re-submitted to the Chairperson of the Association's Architectural and Landscape Committee. The new NOC will then be reviewed, and, if all conditions are met, an authorized member of the Committee, showing that the required changes or removal has occurred, and the Modifications have been installed, in accordance with the approved plans, will sign it off.

In the event that compliance is still not achieved, the Owner or QPR property will be deemed to be in violation of the Association's Governing Documents, and enforcement action will be taken against the Owner, in accordance with the Association's Governing Documents, the Association's Enforcement Policy and California law.

B. ARCHITECTURAL MODIFICATIONS/IMPROVEMENTS - REQUIREMENTS

1. The Community's perimeter chain link fence belongs to the Association. The Board of Directors has prepared certain guidelines relative to fence gates and fence relocations. It is believed that these guidelines are in the best interests of the whole community from the standpoint of security, safety and privacy. They are as follows:
 - a. One hinged chain link gate may be inserted in the existing perimeter fence at any location within the side property lines at the request and expense of the home Owner and upon final written approval being given by the Committee.
 - b. The gate must be the same height as the existing fence and at least 30" wide but not over 43" wide.
 - c. The gate location and the structural details, including those related to the cutting, repair and reinforcement of the existing fence should be clearly explained on two (2) copies of a drawing submitted to the Committee together with a request for approval of the gate installation, the lot number, address, etc.
 - d. Notwithstanding the approval of such a drawing, if upon completion it is determined

- by the Committee that further reinforcement or structural changes are necessary, they will be required.
- e. The finished gate must be equipped with facilities for permitting the gate to be locked and it should be kept locked at all times when not actually in use.
 - f. The location of the perimeter fence may be changed by the property Owner as desired (within the legal property line limits). It is required, however, that the relocated fence be connected to the adjacent fences with materials that conform to the existing fence specifications to maintain the integrity of a perimeter barrier for security reasons.
 - g. The Association shall be responsible for repair of any damage to the perimeter fence by outside sources. The property Owner shall be responsible for the cost of any desired changes approved by the Committee.
2. The use of aluminum patio framing and aluminum patio covers is discouraged. However, in light of new materials available in the building industry, such use may be approved provided the proposed structure fully complies with all other applicable requirements in this section.
 3. Additions, screened porches, patios, fences, etc. not shown on the original approved plans and specifications will not be allowed unless supplementary plans and specifications are submitted and approved.
 4. Swamp coolers (evaporative coolers in a large box-like frame containing a big fan and walled in by water-wetted pads) will not be approved.
 5. Window air conditioners that face the fire lanes will not be approved
 6. The construction of fences is discouraged unless they serve the Owner or QPR a useful purpose, and add to the attractiveness of the home and Community. Fences will be limited to a maximum height of five (5) feet except that a short length of a six (6) foot fence may be approved if it serves a necessary protective purpose for the Owner or QPR. Fencing and landscaping should blend for an attractive design. The construction of free standing and/or retaining masonry walls is subject to the same approval requirements as for fences. Chain link fences will not be approved, except for the perimeter fence.
 7. Board fences must be stained or painted to match the house or trim color.
 8. All vent pipes extending above the surface of the roof must be painted to match the color of the roof.
 9. A mailbox support suitable for two boxes, must be constructed on an Owner's Individual Lot (and replaced as needed) as shown in the diagram at the end of this Homeowners Manual (see Appendix page 56), and installed in concrete at designated places. The

Committee will identify the designated place at the time the plans are approved. A very few Individual lots may require only one mailbox. In those cases, use the “Alternate Mail Box Support Design” shown. It is urged to keep fences, walls and shrubs a foot or so back of the mail box post to avoid damage to postal vehicles, and to keep shrubs trimmed so the mailbox is visible.

PVC tubes sufficient to receive rolled up 8” X 10” notices shall be installed under each mailbox. These tubes are for the use of Vista Del Mar residents for notifications of interest to Vista Del Mar residents such as the *Breeze Hill Beacon*, social events for the entire community, rosters and other notifications as deemed appropriate by the Rules and Regulations Committee. Under no circumstances are these tubes to be used for unsolicited commercial or non-commercial advertisements.

10. Partially walled patios and carports may be approved provided such structures leave sixty-five percent (65%) open space on each wall, i.e. no more than thirty-five percent (35%) of any wall may be covered.
11. Carports must be roofed in accordance with the City of Vista building code. Carport roofs, and garage roofs, must be surfaced with material visually indistinguishable from that used on the house roof.
12. No structure shall be painted until the Owner or QPR has submitted the colors to the Committee and received Committee approval in writing.
13. For any work to be done on the curbs, gutter and driveway areas, refer to Section VII of this Homeowner’s Manual for applicable requirements.
14. Ventilation vents in the foundation must be kept screened.

C. LANDSCAPING MODIFICATIONS/IMPROVEMENTS - REQUIREMENTS

Plans and specifications for any landscaping that is not exclusively composed of vegetation (i.e. if it uses any brick, concrete, gravel, stone, wood, rock or synthetic material) must be submitted to and approved by the Committee prior to the commencement of any landscape work.

These plans must be shown on a plot plan drawing which also shows existing adjacent structures on your Individual Lot. The total lot landscaping, whether vegetation only or mixed with other material, must be completed within ninety (90) days of the date of approval by the Committee. Article VII, Section 8 of the CC&Rs is applicable to these requirements, just as if those words were repeated here.

1. The use of synthetics or artificial materials for landscaping is not recommended. If such a request for landscaping should be made by a Homeowner, it must be submitted in writing, and if it is to be approved by the Committee, it must be consistent with Committee adopted rules as specified in the CC&Rs.

2. Two (2) sets of landscaping plans must be submitted. Upon approval, one (1) set will be returned to the Owner or QPR and one (1) will be kept in the Association's file.
3. Rail or split rail fences not over 24" high will be considered as landscaping and need not be shown on architectural plans as must board fences or walls of any type of construction.
4. The use of large trees or shrubs is undesirable and all trees and plants must be kept well back from streets and property lines where their growth could interfere with the rights of others. The basic thought is that the design will provide "year-around" beauty, enhance the property value and be to the benefit of the community. To this end, at least one-half (½) of the area to be landscaped must be in vegetation, **subject to water restriction requirements**. Shrub, tree and other landscaping may not impinge on the common area (i.e. the concrete curbing and/or the fire lane asphalt). Homeowners must routinely trim away all such growth to ensure no harm will come to pedestrians. Owners shall also be responsible to eradicate weeds or growth on the curbs and gutters fronting their property
5. Any member of the Committee will gladly consult with an Owner or QPR about any question or information concerning his/her project. Likewise, the Committee, or any member of the Committee, will work with a contractor who is representing the Homeowner.
6. The approval of a landscape plan does not include the approval of any structures, except rail (or split rail) fences not over two (2) feet high and that have no utilitarian purpose except to enhance the beauty of the landscape design. The inclusion of a building, structure, wall or fence on the landscape plan shall be solely for the purpose of identifying locations of the landscape areas and shall not, in any way, constitute an approval of the structures shown. However, plans and specifications combining walls, fences, patios, etc. with the landscape plans may be submitted for approval providing that such plans and specifications clearly indicate the full scope of the landscaping approval sought by the Homeowner.

SECTION V

ENFORCEMENT POLICY

It is each Owner's responsibility to inform the Association, in writing, of the address to be used for the purpose of receiving notice, if it is different from the Owner's property address within the Association. Please hand deliver or send by first-class mail any change in mailing address to the Association's Property Management Company. If the Association has not been notified, in writing, of such a mailing address change from a Member for purposes of fulfilling notice requirements, notice shall be deemed to have been given by the Association if mailed to the address of the property owned by such Owner.

A FILING OF COMPLAINTS

1. It is the right and duty of each Owner or QPR to report, in writing; to the Board of Directors any alleged violations of the CC&Rs, the Rules and Regulations, or other Association Governing Documents. Tenants do NOT have the right to submit complaints for any alleged violation of these rules.
2. A written Complaint Form must be filed by an Owner or QPR in order for the Board to act upon an alleged violation. The formal Complaint Form contains the information needed for the Board to act upon the alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.
3. If so requested by the Board, it will also be the responsibility of the person filing a complaint to appear before the Board to be heard regarding the alleged violation. In the absence of a fully completed complaint by an Owner or QPR, the Board may not be able to act upon requests for enforcement of the CC&R's and Rules and Regulations. Seated Board Members are permitted to submit verbal reports to the Property Management Company.
4. The Board of Directors is authorized to impose Special Individual Assessments, fines and to temporarily suspend certain Owner or QPR privileges and impose other appropriate sanctions for an Owner's (or the members of the Owner or QPR household, a tenant, guest or invitee of an Owner or QPR) failure to comply with the Association Governing Documents.

B. NOTICE OF HEARING

1. After the Board of Directors has received a bona fide written complaint alleging an Owner or QPR, an Owner or QPR family member, his/her guest, tenant, lessee, (including, tenant or lessee's guests or invitees), invitee, licensee, resident or other occupant of Owner or QPR Individual Lot, or other third person affiliated or associated with the Owner or QPR Individual Lot has violated a provision of the Association's Governing Documents, the Board may notify the Owner or QPR of the alleged violation(s) and/or may cause a Notice of Hearing letter to be sent to the accused Owner or QPR. The notice will state the date, month, and year of the alleged violation with specific reference to the alleged violation. The notice will also give the date, time and location when the Owner or QPR will have an opportunity to be heard, either in person and/or in writing, by the Board of Directors before any penalty and/or disciplinary action is imposed.
2. Any such Notice of Hearing shall be considered duly given when mailed by first-class mail to the last known address of the affected Owner or QPR at least fifteen (15) days prior to the hearing date, or such longer notice if otherwise required in the Association's Governing Documents.
3. In the event that an Owner or QPR corrects a violation prior to the hearing date, and notifies the Board of this action, the Board may discontinue the proceedings, but is not obligated to do so.

C. DUE PROCESS HEARING

1. The Board of Directors will review the complaints of any alleged violations and hear all oral and written testimony at the time of the Hearing. At the Hearing, the Owner or QPR will be given an opportunity to present his/her facts and arguments disputing (a) the alleged violation, and/or (b) the imposition of any penalty and/or disciplinary action. If an Owner or QPR fails to take advantage of the opportunity to be heard, the Board will decide the case on the facts presented in the written complaint or on other pertinent oral or written evidence presented to the Board. If the Board determines a violation was committed, the Board can impose reasonable monetary penalties and/or disciplinary action or other authorized sanctions against the responsible Owner or QPR as provided for in the Association's Governing Documents.
2. However, in the event that the Board determines that a violation has occurred which causes an emergency situation (i.e. creates a hazard or significant damage to person or property has either occurred or is imminent), the Association may, at its option, immediately initiate legal action and/or attempt to cure the violation without notice to the Owner or QPR. The Association can specially assess the Owner for the cost to cure the underlying violation. In these types of emergencies, the Association shall not be liable for any damage caused by its attempt to cure the underlying violation. In addition, upon notice and hearing, the Association may also still impose penalties and sanctions against the Owner as set forth below.

D. POSSIBLE SANCTIONS

Should the Board find an Owner (and/or the Owner's family members, residents, guests, invitees, or tenants, or tenant's guests or invitees) in violation of the Association's Governing Documents (including, but not limited to, the CC&Rs, Bylaws, and/or Rules), after reviewing the evidence presented at a hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may at its discretion levy any or all of the following penalties and sanctions:

1. Monetary fines (as set forth below in the Schedule of Fines);
2. Suspension of an Owner's (and/or his family members, guests, residents or tenants) right to use the Common Facilities;
3. Suspension of an Owner's (and/or his family members, guests, residents or tenants) rights and privileges;
4. Suspension of an Owner's right to vote on all Association business;
5. Removal of any non-conforming structure or improvement;
6. Special Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

The Board of Directors who may levy assessments, fines and/or other penalties for non-compliance enforces the Association's Governing Documents. Assessments and fines are levied only against an Owner, even if the violation is committed by a member of the Owner's household, his/her guest, tenant, lessee, (including, tenant or lessee's guests or invitees), invitee, licensee, resident or other occupant of the Residence or other third person affiliated or associated with the Owner's Individual Lot. Owners are responsible for their own violations, as well as those violations of his/her family member, his/her guest, tenant, lessee, (including, tenant or lessee's guests or invitees), invitee, licensee, resident or other occupant of the Residence, or other third person affiliated or associated with the Owner's Individual Lot.

E. SCHEDULE OF FINES

1. The Board of Directors may assess fines and/or penalties against an Owner after written notice and an opportunity for a hearing has been provided, and the Board has determined that a violation of the Association's Governing Documents (including, but not limited to the CC&Rs, Bylaws, Articles, and/or the Rules contained in the Homeowners Manual) has occurred or is occurring due to the actions (or failure to act) of an Owner, members of the Owner's household, his/her guest, tenant, lessee, (including tenant or lessee's guests), invitee, licensee, resident or other occupant of the Individual Lot.
2. All fines, including Special Individual Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents (up to and in calling the responsible Owner to a due process hearing), shall be a charge against the Owner's account. Any and all such fines and sanctions shall be billed to the Owner's account at the Association. Non-payment of fines or other penalties will result in the

Association exercising any or all of its legal remedies to collect on the debt.

Definitions

“Subsequent Offense” shall mean and refer to a repeat occurrence of a violation of the Governing Documents that is the same or substantially similar, as decided by the Board, to a violation that the Board had previously determined (through a hearing) was committed by the same Owner, his/her family members, his/her guests, tenants, lessees (including tenant or lessee’s guests), invitees, licensees, residents or other occupants of the Individual Lot.

“Continuous Offense” shall mean and refer to violations of the Governing Documents that continue uninterrupted and uncorrected after written notice and the opportunity for a hearing has been provided to the Owner, and the deadline date set by the Board for correcting the violation has expired.

Schedule of Fines

For each violation of the Governing Documents, monetary fines and penalties shall be assessed against an Owner according to the following schedule:

- (i) First Offense or First Notice of Violation: Warning or \$50.00
- (ii) Subsequent Offense or Second Notice of Violation: \$ 50.00
- (iii) Subsequent Offense or Third Notice of Violation: \$ 100.00
- (iv) Subsequent Offense or Fourth Notice of Violation: \$ 150.00
- (v) Each additional Offense thereafter Amount equivalent to all previous fines imposed
- (vi) Continuous Offense: \$25.00 per day

Nothing in this section prevents the Board from also imposing other sanctions or a suspension of a Member’s rights and privileges, as provided for in these Rules and the Association’s Governing Documents.

F. NOTICE OF FINDINGS AFTER HEARING

Decisions of the Board regarding any alleged violation(s) will be sent either by personal delivery or by first-class mail to the Owner within fifteen (15) days of the Hearing.

G. ATTORNEY’S FEES AND COSTS

- 1. Attorney’s fees and costs incurred by the Association in enforcing the Governing Documents against an Owner, in calling the Owner to a Hearing, shall become a charge against the Owner in the form of a Special Individual Assessment.

2. The Association reserves the right to use any avenue of the legal system to enforce the Governing Documents against an Owner, including the collection of any fines imposed against an Owner for violating the Governing Documents.
3. The Board shall also have the power to initiate legal action against an Owner to restrain continued and repeated violations of the Association's Governing Documents and/or The Association's Rules & Regulations, to recover the Association's costs caused by the Owner in bringing the Owner into compliance, and to recover damages to the Association property by Owner, members of the Owner's household, his/her family members, his/her guests, tenants, lessees, (including tenant or lessee's guests), invitees, licensees, residents or other occupants of the Individual Lot.

SECTION VI

REQUIREMENTS FOR CONTRACTORS HIRED BY HOMEOWNERS

The CC&Rs provide the Board of Directors with the authority to adopt reasonable rules relative to the use of Common Areas (i.e. the streets and the Clubhouse) and to enforce applicable provisions of other related documents with respect to control of the Community. (See Article V, Section 1(f) and (g) of the CC&Rs, as superseded from time to time.)

Accordingly, the following requirements for contractors and subcontractors have been developed. Of paramount importance is the recognition by each Association Member that he/she is fully responsible for ensuring that these requirements are met on a daily basis throughout the period that any contract work is being done on his/her property. Penalties can be levied against the Member for violations of these requirements by those he/she employs. The Association also has the right to assess a Member for certain costs associated with the repair of common areas (i.e. fire lanes, etc.) when such repair is needed as a result of the negligent acts or omissions by a contractor employed by the Member.

To obtain the maximum possible assurance that a contractor and his/her employees will not violate these requirements, all members are strongly urged to utilize only licensed and bonded contractors.

If you are dissatisfied with your licensed contractor (e.g. if the contractor does sub-standard work, fails to complete to an agreed upon and written schedule or leaves un-repaired any damage to fire lanes, adjoining property, etc.) you can submit a complaint to the State of California Licensing Board.

The requirements applicable to contractors are:

A. INSURANCE COVERAGE

No placement of buildings or any other work shall be commenced by any contractor contracting for the work until he has filed a certificate of liability insurance coverage with the Association through either the Architectural & Landscape Committee or the Management Company. The limit of liability coverage must be no less than \$500,000 for those licensed contractors installing a home on a lot and doing all of the related work to make the home live-in ready. The limit of liability coverage for all other licensed contractors regardless of the work being done shall be no less than \$100,000. The certificate of insurance must name the "Vista Homeowners Association, its Board of Directors, Architectural and Landscape Committee, its agents, employees, attorneys and management company" as additional insured's under the contractor's liability insurance policy and all other applicable policies.

B. WASTE DISPOSAL

1. Dumpsters/containers of sufficient size to dispose of all waste materials (excluding dirt) must be provided on a continuous basis until the job is completed. Contractors must remove their trash from the Community on a daily basis. Should the Contractor fail to clean up or remove all the trash he/she has generated, the responsible Owner will be liable for the cost incurred by the Association in cleaning up. Further, the Contractor must clean up any untidiness created or tracked through the Common Area and remove all trash generated by the Contractor's work, on a daily basis, until their work is completed.
2. No dirt or debris may be piled in fire lanes at any time. During excavation and loading of dirt, sufficient water must be used to control dust, without being washed down into the gutters. Residuals from cleanup must be prevented from entering the gutters.
3. The refuse created by employees of contractors such as glass or plastic bottles, aluminum cans, lunch paper cups, napkins, etc. must be disposed of daily. The wind distributes such refuse over the entire Community if it is left on the ground.

C. FIRE LANE CLEANING

1. Contractors are responsible for the cleanliness of those fire lanes where construction is being performed as well as for adjoining property.
- 2 Any damage done to the fire lanes at a construction site by backhoes, skip loaders, trucks or other equipment must be repaired to the satisfaction of the Vista Homeowners Association through its Fire Lane Committee.

D. WORK HOURS

Work may only be performed between the hours of 7:00 a.m. and 6:00 p.m. Work may be performed on Sundays. Any work beyond the stated hours, which is of such nature as not to disturb nearby neighbors, may be approved, in writing, by the Board.

E. REST ROOM FACILITIES

Contractors are responsible for furnishing toilet facilities for all construction personnel. Clubhouse facilities may not be used by contractors or other workers.

F. WATER AND ELECTRICITY USED DURING CONSTRUCTION

Water or electricity from adjoining property may be used only with that Homeowner's approval.

G. FIRE LANE REPAIR AND SOIL COMPACTION

All excavations in the street for whatever purpose must be repaired in accordance with requirements and specifications shown on a drawing obtainable from any member of the Fire Lane Committee. See the Vista Homeowners Association Directory of Administrative Committees posted on the Clubhouse bulletin board for names of those persons.

All excavations on the lot Owner's property must be filled and compacted so as to prevent future settling and consequent damage to concrete slabs, walks and brickwork.

H. PETS OR OTHER ANIMALS

Contractors may not bring dogs or any other animals into the Community.

I. RADIOS

Although it is discouraged, the use of radios by contractors and other service personnel is acceptable if the volume is sufficiently low so as not to cause a nuisance to residents.

J. PARKING

Contractors may park their vehicles in visitor parking. Owners must ensure that their Contractors comply with the Association's Parking Rules.

SECTION VII

REPLACEMENT HOMES AND STRUCTURES

The Architectural and Landscape Committee has the authority to approve only those replacement residences, which meet the definition of a “Manufactured Home”. See minutes of the Board of Directors meeting for April 29, 1986 for such definition.

Plans and specifications for the installation of a manufactured home, the construction of a garage or carport or any other structure must be submitted in two (2) sets to the Committee at least ten (10) days before submitting plans and specifications to the City of Vista when filing for a building permit. All plans for home installation must be accompanied by the “Residence Installation Plan Approval Form” available from any member of the Committee. Upon approval, one set of plans will be returned and one set kept on file. No work shall begin until the Committee has approved the plans and all necessary approvals have been obtained from the City of Vista. Article VII, Sections 1, 8, 11 through 16, and 19 (as amended) of the CC&Rs are applicable to these requirements just as if those words were repeated here and violations of same will be considered as violations of these requirements. In addition:

1. All drawings must be to scale - preferably 1/4" = 1.0'. Two (2) sets of the same data to be submitted subsequently to the City of Vista plus other data as required would be ideal.
2. Specifications must clearly define type and kind of materials and description of colors to be used.
3. A plot plan must be included showing the entire lot and clearly showing outlines and locations of all structures. Please identify the Individual Lot by number and address.
4. Plans and specifications for concrete work or other construction such as patios, walls, fences, etc., must be shown on the plot plan with existing structures clearly outlined and marked as “existing”. (Rail or split rail fences not over 24” high are considered landscaping and need not be shown on architectural plans.)
5. All plans and specifications for any kind of above grade construction must include elevation drawings showing details of design.
6. It is urged that plans and specifications to be submitted be carefully compared with the requirements of the CC&Rs and these Architectural Requirements to make sure that the plans and specifications are in conformance therewith and in sufficient detail so that the Committee will find this to be the case when reviewing the plans and specifications for approval.
7. No placement of buildings or any other work shall be commenced by any contractor for the work until he/she has filed a certificate of liability insurance coverage with the Association, either through the Committee or the Management Company. The limit of liability coverage must be no less than \$500,000 for those licensed contractors removing an existing home or parts thereof and/or installing a replacement home on a lot and doing all of the related work

to make the home live-in ready. The limit of liability coverage for all other licensed contractors regardless of the work being done shall be no less than \$100,000. The certificate of insurance must name the “*Vista Homeowners Association, its Board of Directors, Architectural and Landscape Committee, its agents, employees, attorneys and Management Company*” as additional insured’s under the contractor’s liability insurance policy and all other applicable policies.

8. Setback and Eaves Requirements

- a. The walls of all houses and garages must be set back a minimum of 5’- 0” from all property lines. Eaves, gutters and down spouts may extend into the 5’- 0” area.
 - b. All houses and garages must have eaves with a minimum of 12” overhang horizontally. Eaves are required on gable ends as well as on sidewalls.
 - c. Bay windows, garden windows, architectural decorations and the posts that support patio covers and carport roofs will be authorized to be located as close as 3’ - 0” from property lines provided that no portion of those structures, including eaves, extends into that 3’ - 0” area. Gutters and down spouts may impinge on the 3’ - 0” setback.
 - d. The walls of all structures will be authorized to be located as close a 3’ - 0” from any berm provided that no portion of those structures other than the eaves gutters and down spouts extends into the 3’ - 0” area. As used in this manual the word “berm” shall mean the line formed by the joint or junction of the flat and the sloping planes of earth that form the surface of any given lot.
 - e. When an uphill bank is cut back at the bottom for the purpose of installing a retaining wall, a set back of a minimum of 3’ - 0” from the side of the wall nearest to any structure is required. Eaves, gutters and down spouts may extend into the 3’- 0” area. Thorough compaction of fill soil behind the finished wall is absolutely necessary.
9. The home and accessory structures must be of harmonious architectural design with the other homes and structures in the community. No corrugated metal exteriors will be permitted. Roofs shall be composition shingle or tile of an approved color.
10. No structure may exceed a height of fifteen (15) feet six (6) inches measured from the finished grade to the highest ridgeline, Common Areas excepted.
11. The height of perimeter skirts above the finished grade is limited to sixteen (16) inches measured at the front (i.e. fire lane side) of the house, and must not exceed this height at any point on the perimeter of the building.
12. All homes must have a perimeter skirt constructed of mortared concrete blocks or slump stone or poured concrete, which rests on the perimeter footing and extends upward close to the lower surface of the house wall. The outer surface of the perimeter skirt shall align with the outer surface of the house wall. In addition, this perimeter skirt must be sealed and

drainage provided through the skirt and curb into the gutter to effectively prevent water from collecting under the house. This work is to be done at some time during the construction period.

13. The established, existing grade of lots is not to be altered without express permission. Surplus soil must be hauled away daily.
14. All homes must include an approved 20' X 20' (or larger) site-built garage or, on specific lots, a 10' X 20' garage plus a 9' X 20' carport. Garage doors must not exceed the standard garage door height, which will accommodate a passenger car, i.e. approximately seven feet. Lots which are authorized to have a one car 10' X 20' (or larger) garage plus a one car 9' X 20' carport are as follows:
 - Lots 2, 3, 4, 11, 13, 15, 17, 19, 21, 38, 48, 49, 50, 58, 59, 60, 61, 63, 67, 68, 69, 72, 81, 82, 87, 155, 164, 166, 182, 216, 218 and 249.
15. Roof gutters and down spouts must be installed on all closed (covered) roofs and connected to an adequate buried drainage system either during construction or not later than thirty (30) days after move-in.
16. Concrete garage and patio slabs, driveways, etc., must be built to conform to the building elevations and plot plans. Final grading of the property must provide for a proper drain system in which surface water and down spout run off will drain onto the fire lane, not under the fire lane paving or on to the adjacent property. To ensure this, bubble pots are not allowed to terminate at the curb, and curbs shall be cut and all drain pipes extended through curb into the gutter. Curb cuts must be repaired. All of this work must be done during construction or no later than thirty (30) days after move-in.
17. All hitches, wheels and tongues must be removed from underneath replacement homes sometime during construction.
18. All manufactured homes must be a minimum of twenty-four (24) feet in width and have at least nine hundred and sixty (960) square feet. Single width manufactured homes will not be approved.
19. The curb/gutter must be removed in the area where the driveway intersects the fire lane. A replacement concrete curb/gutter forming a driveway ramp is necessary. A dimensioned detail drawing of such a ramp is shown at the end of this Homeowners Manual. This work is considered part of the driveway and is to be completed concurrently with it. However, approval of the excavation for and completion of the finished driveway ramp is the responsibility of the Fire Lane Committee. Steel plates used as an adjunct or substitute for the poured concrete driveway ramp which were in existence as of January 6, 1989 have been approved at a special meeting of the Board held on that date. This approval is provisional based upon those plates meeting the following five specifications by April 1, 1989 and, that they appear on an appropriately titled list kept on file, which shows the address. Those steel plates will not be required to be removed and replaced by the concrete ramp so long as they continue in conformance with these six (6) specifications:

- a. The plates must have a roughened top surface to ensure acceptance as a non-slip surface.
 - b. The plates may not extend onto the asphalt.
 - c. The plates must be attached to the concrete with lag screws or the equivalent, which are not less than 1/4" in diameter and spaced not more than 48" apart.
 - d. Plates must be maintained in a clean, secure and well attached manner. The Owner/resident is responsible for insuring the area under the driveway plate is clear of debris so as not to inhibit the free flow of water in the gutter.
 - e. The total plate length must be no less than the total driveway width and gaps between plates may not exceed 1/4".
 - f. Future gutter plate designs are to be submitted by the Architectural Committee to the Board.
20. The placement of a home must be such that no blank walls face the fire lane. However, the addition of windows or other enhancements will be considered, in order to accommodate property Owner's desires.

VISTA HOMEOWNERS ASSOCIATION

c/o CHAMPS/A Division of AAM, LLC

3520 Seagate Way, Ste 100

Oceanside, CA 92056

(760) 603-0501 • Fax (760) 603-0505

March 26, 2020

To: All Vista Homeowners Association Members

Re: **New Election Rules**

Dear Homeowners:

As you may be aware, the Association prepared new Election Rules to comply with the new election laws, which took effect January 1, 2020. After receiving and reviewing comments from the members, the Board formally adopted the enclosed election rules.

Importantly, after the Board received comments on the proposed rules, the Board decided to remove the one-year membership requirement to be eligible to serve on the Board. Thus, the enclosed copy of the Election Rules should be referenced in lieu of any previous versions.

Moving forward, the enclosed Election Rules will govern how the Association conducts its elections, so please replace the current section VIII of your Homeowners Manual with these revised Election Rules and keep for your records. If you have any questions, please contact the undersigned.

Sincerely,
For Vista Homeowners Association

Tafu T. Sagapolutele,
Community Association Manager

VISTA HOMEOWNERS' ASSOCIATION
A California Non-Profit Mutual Benefit Corporation

ELECTION RULES

1.0. Introduction.

The Vista Homeowners Association ("Association"), by and through the Board of Directors (the "Board"), has adopted the following rules, policies, and procedures ("Election Rules") for conducting the Association's voting and election processes.

The following Election Rules apply to all matters of the Association that are subject to a membership voting requirement by secret ballot pursuant to Civil Code Section 5100 et. seq. This includes the election or removal of members of the Association's Board of Directors, amendments to certain of the Association's governing documents, assessment increases that exceed the authority of the Board of Directors, and the granting of exclusive use of common area property pursuant to Civil Code Section 4600.

These Election Rules do not contain all of the information that may apply to your rights and responsibilities in the matters that require you to vote. The Association's Bylaws contain additional provisions and should also be reviewed by you, along with these Election Rules, in order to ensure a better understanding of these matters. In addition, the Association's CC&Rs contain provisions as to membership rights and may contain other terms applicable to elections. Finally, there are statutory provisions which are applicable to association elections contained in the California Civil and Corporations Code.

These Election Rules are intended to fully comply with California law as Senate Bill 323 has been approved by the legislature and Governor and filed with the Secretary of State in October 2019 and as will be in force and effect as at January 1, 2020. Where these Election Rules are in conflict with the Bylaws or other Association governing documents, which have not been revised since October 2019, the provisions herein will almost certainly supersede any other governing document terms to the contrary.

2.0. General Information.

- 2.1. All persons who meet the qualifications set forth in Section 4.0 below are eligible to run for the Board.
- 2.2. No Association funds shall be expended for the purposes of campaigning in connection with any vote or election other than those funds specifically required to distribute required correspondences, notices, or forms that may contain the names of candidates or descriptions of issues being voted upon. Specifically excluded is the expenditure of association funds for the purposes of expressly advocating approval, election, or defeat of any matter or candidate.

- 2.3. The Association shall hold an election for a seat on the Board in accordance with the procedures set forth in these Election Rules. Such an election shall occur at the expiration of a directors' term or terms and at least once per year [or two years if directors' terms are concurrent two-year terms].
- 2.4. If the Association elects to notify the members of the content of these Election Rules by posting these Election Rules on the Association's website, the Association shall comply with the ballot content requirements of section 10.2.
- 2.5. These Election Rules shall not be amended less than 90 days before an election.

3.0. Board of Directors

- 3.1. Number. The Board shall consist of seven (7) directors.
- 3.2. Term and Term Structure. Directors shall serve terms of two (2) years and held on a staggered basis as provided in the Bylaws.
- 3.3. Cumulative Voting. Cumulative voting is permitted but only in accordance with the Association's Bylaws.

4.0 Election Notice & Candidate Qualifications.

- 4.1. Notice for Nominations. The Association shall provide general notice (typically by posting notice in the common area) of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice (typically by mail or email) shall be delivered pursuant to Civil Code Section 4040 if individual notice is requested by a member.
- 4.2. Notice Required. The Association shall provide general notice of all the following at least 30 days before the ballots are distributed:
 - a. The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector or Inspectors of Elections.
 - b. The date, time, and location of the meeting at which ballots will be counted.
 - c. The list of all candidates' names that will appear on the ballot. This requirement will generally be met by including the names of all candidates who have been accepted for nomination on the ballot itself.
 - d. Individual notice of the above information shall be delivered pursuant to Civil Code Section 4040 if individual notice is requested by a member.

- 4.3. Mandatory Disqualification. The Association shall disqualify a person from a nomination as a candidate for not being a member of the association at the time the request for nomination is received. If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of this section. The Association shall be entitled to require that any such legal entity provides the Association with written confirmation of the name of the natural person appointed by that entity, and that such confirmation is signed by an officer of that entity, or other person ostensibly authorized by that entity to confirm such appointment, before that person shall be accepted for nomination as a candidate.
- 4.4. Other Grounds for Disqualification. The Board, has, by these Election Rules, determined that a candidate, or prospective candidate, shall be disqualified from running for the Board, or disqualified from continuing to serve on the board pursuant to subdivision (d) of this section 4.4, if:
- a. **subject to section 4.5**, the candidate fails to remain current (i.e. becomes delinquent) in the payment of regular and special assessments at any time during the candidacy;
 - b. the candidate, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest parcel as the candidate and the other person has either already been accepted for nomination for the current election or is an incumbent director whose term in office will automatically continue beyond the election date.
 - c. the candidate discloses, or if the association is aware or becomes aware of, a past criminal conviction that would, if the candidate were elected, either:
 - (i) prevent the association from purchasing the fidelity bond coverage required by Section 5806 of the Civil Code; or
 - (ii) terminate the association's existing fidelity bond coverage.
 - d. section 4.4(a) shall apply equally to a sitting director that fails to remain current in the payment of regular or special assessments such that he or she shall be disqualified from serving on the Board after compliance with section 4.6.
- 4.5 Limitations on Disqualification. The Board shall not disqualify a candidate for non-payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third-party. Subject to paragraph (a) of section 4.4, a candidate shall not be disqualified for failure to be current in payment of regular and special assessments if:

- a. The person has paid the regular or special assessment under protest pursuant to Civil Code Section 5658; or
 - b. The person has entered into, and has continued to comply with the terms of, a payment plan pursuant to Civil Code Section 5665.
- 4.6. The Board shall not disqualify a candidate from nomination if the candidate has not been provided the opportunity to engage in Internal Dispute Resolution (“IDR”) in accordance with the Association’s governing documents or the default provisions of Civil Code Section 5915. By these Election Rules, which shall be delivered to each member prior to the election in accordance with the requirements of Civil Code Section 5105(g)(4)(B), notice is hereby given to all members that if such member wishes to be a candidate for the Board (or if a legal entity who is not a natural person, wishes to appoint a natural person to be a candidate for the Board) and the Association rejects the candidate’s nomination for any of the bases set forth in Section 4.4, such person shall have an opportunity within ten days of the Association providing them with written notice of the rejection to engage in IDR as provided above. In default of such person both accepting and completing such IDR process within this ten-day period, that person will be subject to disqualification from either being a nominee, or if already a nominee, from continuing to be a candidate for the Board. If ballots with that person’s name have already been mailed out to the membership, no further action need be taken by the Association regarding such ballots in order for any disqualification to apply. Rather, the Inspector will not count any votes which have been cast for that disqualified person.

5.0. Nomination for the Board of Directors.

5.1. Establish Date of Meeting. The Board shall establish the date of the meeting when the votes are to be counted. The Board shall also determine the deadline date by which the ballots must be received by the Inspector(s) of Election. This date can be either prior to the meeting when no voting shall be permitted at the meeting, or this date may be the date and time of the meeting when voting is to take place at the meeting. The Board shall have the right, on one or more occasions, to extend the deadline date by which the ballots must be received by the Inspector(s) in order to be counted provided that the date of each succeeding extended deadline is notified to the membership by general notice and before any ballots are opened. In addition to general notice to be given of any extended deadline for the receipt of ballots, general notice will also be given of the new date, time and location of the meeting at which ballots will be counted.

5.2. Nominating Committee and Alternative Nomination Procedures

- a. Subject to any provisions in the Bylaws to the contrary, the Board shall have the right, but not the obligation, to appoint a Nominating Committee for the purpose of establishing the candidate registration list for any

Director election. In lieu of appointing a separate Nominating Committee, the Board of Directors shall automatically fulfill this function provided that a Nominating Committee is required by the Bylaws or the Board determines that a Nominating Committee is appropriate. In the absence of a Nominating Committee, candidates may be nominated by any method authorized by the Bylaws, or if no method is set forth in the Bylaws, by any method authorized or actually used in practice by the Board and which complies with the minimum standards required by law. Such nomination method may be limited to the process whereby the Board sends out notice to the membership requesting qualified interested persons to put their names forward as candidates by a specified deadline, and the Board then creates the candidate registration list from such applicants, after vetting these persons to ensure that each one meets the requisite qualifications. Notwithstanding any method used for the purpose of establishing the candidate registration list, any qualified member of the Association may nominate himself or herself for election to the Board.

b. If nominations for the Board come within the jurisdiction of a Nominating Committee, the following provisions will apply:

- (i) The Nominating Committee (if other than the Board) shall be appointed in accordance with the requirements of the Bylaws.
- (ii) As of the date of appointment, the Nominating Committee members (if other than the Board) shall be members of the Association. Committee members may be removed or replaced pursuant to the provisions of the Bylaws or applicable law.
- (iii) The Nominating Committee shall be charged with the review and consideration of all Director candidate application submissions. Review shall entail verification that the candidates meet all other required qualifications as of the date of review.
- (iv) The Nominating Committee shall, upon finalization of the candidate, provide the qualified names in nomination to the Board of Directors.

c. The nomination of qualified candidates from the floor at the meeting shall not be permitted, unless voting takes place at a valid member's meeting, where voting for the Board is permitted and scheduled on the agenda and the Bylaws require that nominations from the floor must be permitted at a members' meeting to elect directors. No nomination from the floor for a possible candidate shall be accepted unless the candidate nominated is qualified, and is present at the meeting and confirms that he or she wishes to be a candidate or unless the candidate has previously advised the Board in writing that he or she wishes to be a candidate.

6.0. Campaign Protocols.

6.1. Campaigns.

- a. During election periods all candidates shall have equal access to the Association's Media, including, but not limited to, newsletters, websites, and bulletin boards, but only for purposes that are reasonably related to the election. The issue of "equal access" shall be determined solely by the Board.
- b. With regard to candidate or member writings intended for distribution to the members, the Association may also include a statement specifying that the candidate or member, and not the Association, is responsible for the content of the communication.
- c. No submission for distribution shall be edited for content. Modifications to formatting may be made so as to allow for space and/or media restrictions. If any formatting modifications should become necessary, they shall be applied equally to all submissions and at no time shall any formatting be applied that may signify a preference or partiality.
- d. Any expense that may be required for the distribution of submitted materials shall be borne solely by the submitting party. These expenses may include, but are not limited to, administrative services, reproduction costs, postage, and supplies. Any costs shall be approved and paid by the submitting member prior to distribution.
- e. The Association shall provide at no cost, access to any Association common area meeting space, if any, to any member or candidate advocating a point of view or opinion during the campaign period. The use of the common area meeting space must be for purposes reasonably related to the election. Any such use of the common area facilities shall be regulated by any existing rules for such use.
- f. All requests for access to the common area facilities for campaigning purposes must be submitted in writing, shall be made in advance, and are subject to first come priority scheduling. The Board, in its sole discretion, may reasonably limit a candidate's or member's access to common area facilities in order to facilitate equal access for other candidates and members, and so as not to unreasonably interfere with other members' rights to use such facilities.

7.0. Inspector(s) of Elections.

7.1. Selection of Inspectors.

- a. The Board shall select an independent third-party to be the Inspector(s) of Elections. The Board shall have the power to remove an Inspector who ceases to meet the required qualifications, is unable or unwilling to perform his duties, or for other good reason, as determined by the board, and to appoint a new Inspector in his place.
- b. An independent third-party may consist of members of the Association but may not consist of any of the following:
 - (i) a member of the Board;
 - (ii) a candidate for the Board;
 - (iii) a relative of a member of the Board;
 - (iv) a relative of a candidate for the Board; or
 - (v) a person, business entity, or subdivision of a business entity who is currently employed or under contract to the association for any compensable service, other than serving solely as an Inspector of Elections.

7.2. Number of Inspectors. The Inspector(s) of Elections shall be comprised of either one or three persons. In no case shall an Inspector(s) of Elections panel be comprised of an even number of Inspectors. If there are three (3) Inspectors of Elections, the decision or act of a majority shall be effective in all respects as the decision or act of all.

7.3. Duties of Inspectors. The Inspector(s) of Elections shall be responsible to perform the following tasks associated with any vote or election:

- a. At least 30 days before an initial election date deadline for the receipt of ballots, deliver, or cause to be delivered, to each member both of the following documents:
 - (i) The ballot or ballots; and
 - (ii) A copy of these Election Rules.

Unless the Inspector(s) expressly requires otherwise, it shall be automatically assumed by the Association that the Inspector(s) authorizes and requires that (a) the Association deliver the ballots and copy of the Election Rules to the membership in compliance with these obligations; (b) that the Association, its legal counsel or an agent selected by the Board, shall prepare the form of ballots and all other election materials to be distributed to the membership and (c) that ballots be returned and retained by such person or entity as shall be provided in the election

materials prepared and distributed by the Association, its legal counsel or Association agent.

- b. Determine the number of memberships entitled to vote and the voting power of each.
- c. Determine authenticity, validity, and effect of submitted proxies, if any.
- d. Receive ballots.
- e. Retain Association Election Materials according to section 9.6.
- f. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
- g. Determine poll opening and closure times, if actual voting is to take place at the meeting.
- h. Counting and tabulation of all ballots.
- i. Determine results of voting.
- j. Make corrections to voter lists and candidate registration lists according to section 10.6.
- k. Perform any other acts that are necessary and proper to conduct the election with fairness to all members in accordance with the Corporations Code (if applicable), the Association's governing documents, and Civil Code §§ 5100 et. seq.

7.4. Performance of Duties. The Inspector(s) of Elections shall perform his or her duties impartially, in good faith, to the best of his or her ability, as quickly as possible, and in a manner that protects the interests of all members of the association. Any report made by the Inspector(s) of Election is prima facie evidence of the facts stated in the report.

7.5. Power to Delegate. The Inspector(s) of Elections may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Elections deem appropriate; provided, however, that the appointed persons are independent third parties.

8.0. Voting.

8.1. Voting Classes. The Association's Bylaws and/or CC&Rs provide definitions for, and the rights of, each membership Voting Class in the Association.

- 8.2. Voting by Members. In any voting matter of the Association, each member (as defined in the Association's governing documents), or a person who has been appointed as an attorney in fact pursuant to a general or special power of attorney signed by a member, shall be entitled to a single vote for each separate interest owned by that member and for which regular assessments have commenced against such separate interest. The Association may not deny a ballot to a member other than due to such member not being a member at the date of distribution (or the record date of entitlement to vote if different from the date of distribution). The Association may also not deny a ballot to a person holding a general power of attorney for a member. It is required that the ballot cast by a person under a general power of attorney be counted if returned in a timely manner.
- 8.3. Voting by an Attorney in Fact under a Power of Attorney. If a member appoints an attorney in fact to vote for the member under a general or special power of attorney, and notice of such appointment is provided to the Association prior to the election, that member shall for all purposes be deemed to have delegated his, her or its power to vote and shall not have any right to vote in lieu of that attorney in fact unless the Association shall have received notice of revocation of such power of attorney prior to the distribution of the election materials. The Association shall be entitled to require that before any ballot is provided to an ostensible attorney in fact or to a member and/or before the counting of any ballot voted by an attorney in fact with the ballot envelope having been signed by an attorney in fact, that the member or attorney in fact provide to the Association and/or Inspector(s) of Election a complete and unaltered copy of the member's power of attorney purporting to grant to the attorney in fact the power to vote at Association elections on behalf of the member.
- 8.4. Suspension of Voting Rights. The Board may not suspend the voting rights of any member. For purposes of this section 8.4, a person or entity shall be deemed to be a member, if that person or entity is on title as an owner at the date ballots are distributed. However, if the Board selects a different record date for entitlement to vote the person or entity must be a member as of that date.
- 8.5. Format and Scope. All membership voting related to the following shall be conducted by secret ballot: Directors, amendments to the Association's governing documents, regular assessment increases which exceed the authority of the Board of Directors, special assessments, and the granting of exclusive use of common area property. To the extent that the legislature later expands the areas to which this secret ballot process applies, these policies and procedures shall automatically include the areas added by the legislature. The Board shall have the right, but not the obligation, to have elections or voting conducted by the same secret ballot process in respect of other matters for which secret voting is not obligatory by law.
- 8.6. Voting for Write-In Candidates. If the governing documents expressly require, or the Board expressly permits, members may insert the name or names of write-in

candidates into the Association ballot and vote for such candidate(s). Voting for write-in candidates shall be deemed to be permitted if the Association ballot includes blank spaces for write-in candidates. If no blank spaces appear on the Association ballot, voting for write-in candidates will be deemed to be prohibited by the Board and not expressly required by the governing documents.

8.7. Quorum of Members. Except as otherwise provided in the CC&Rs, the presence at any meeting, in person or by proxy, of the Owners of a majority of the individual lots shall constitute a quorum for the transaction of business at such meeting.

9.0. **Proxies.** The use of proxies shall be in accordance with the Association's Bylaws.

9.1. Distribution. The use of proxies shall be in accordance with the Association's governing documents. Proxies will not be mailed out to the members as part of the election package unless the Board directs otherwise, or the governing documents expressly so require. However, proxies may still be used by the members if voting is to actually occur at a members' meeting but in no other circumstances.

9.2. Content. All Proxies shall be consistent in content with the established guidelines as set forth in the Association's governing documents or as may be mandated by applicable law.

9.3. Format. All proxies that direct the manner in which the proxy holder is to cast any vote shall include such direction in a separate sheet, which separate sheet must be detached and given to the proxy holder to retain. Any proxy which does not comply with this Section shall be deemed invalid. The proxy holder must be present at the meeting, must be a member of the Association, and shall cast the member's vote by secret ballot provided that voting by proxy is permitted at the meeting.

9.4. Validity. A proxy shall not be construed or used in lieu of a ballot. In no case shall any Proxy be valid for a period exceeding eleven (11) months from the date of its execution unless the governing documents provide otherwise.

9.5. Proxy Warning. Due to the legal requirement concerning the form of proxy, the Inspector(s) of Election will not be able to verify that the proxy holder has voted in a manner consistent with what is directed on the proxy form.

10.0. **Ballots.**

10.1. Distribution. Ballots for all Elections where voting by secret ballot is required in accordance with Civil Code Section 5100 shall be distributed along with two pre-addressed (2) envelopes and instructions for submission via first class mail or

hand delivery. Distribution shall be made not less than thirty (30) days in advance of the deadline by which ballots must be received in order to be counted.

- 10.2. Content. Ballots for the election of directors, or materials accompanying such ballots, shall contain the names of all candidates who have been nominated in accordance with the established guidelines as at the date when the ballots are distributed. Ballots for an election relating to any other matter to be voted on must contain a description of the item to be voted on and a space for the voting member to indicate approval or disapproval of each ballot measure. Secret ballots shall not contain any identification indicators related to the voting member; including names, addresses, and lot or unit numbers or similar identifying information. Secret ballots shall not be signed by the voting member or authorized attorney in fact.

In accordance with section 2.4, if the Association elects to provide notice of these Election Rules to the members by posting the Election Rules on the Association's website, then the ballots must also include the website address with the following phrase in 12-point font type:

"The rules governing the election may be found here and the Election Rules may not be amended less than 90 days prior to election."

- 10.3. Submission. Ballots for all elections conducted by secret ballot shall be enclosed in a sealed inner envelope and then inserted into an outer or second envelope that is sealed. In the upper left-hand corner of the second envelope, the voting member shall sign his or her name, indicate his or her name, and indicate the address or separate interest identifier that entitles him or her to vote. The second envelope must be addressed and sent to the Inspector(s) of Elections to be retained until the completion of tabulation of the votes. The envelope may be mailed or delivered by hand to the specified location. Ballots may not be delivered by a third party unless the voting member is, for good cause, unable to himself or herself deliver the ballot. If a ballot is delivered by a third party otherwise than in such circumstances, it may be deemed invalid by the Inspector(s) of Election. If a quorum is required by the governing documents, each ballot received by the Inspector(s) of Election shall be treated as a member present at a meeting for purposes of establishing quorum. Ballots (and/or corresponding envelopes) which do not comply with these requirements shall not be counted and shall not count towards quorum.

- a. Ballots, signed voter envelopes, the voter list, proxies, and candidate registration list submitted to the Inspector(s) of Elections shall be held in their sealed envelopes until the date of the meeting at which time such ballot envelopes shall be opened and counted. In no case shall any ballot be opened, viewed, or otherwise reviewed prior to the date and time that has been established for the counting of said ballots. Once the ballot has been received by the Inspector(s) of Elections it may not be revoked or

otherwise recalled. If more than one ballot is received for any separate interest, the Inspector(s) of Elections shall determine its validity.

- b. All voting by ballot must utilize the official Association form and envelopes or such other form and envelopes as determined by the Inspector(s) of Election, if different. Reproductions and copies will not be accepted. Should a member lose or spoil his or her ballot, a new ballot may be requested from the Association or inspector(s) of election if the inspector(s) have prepared the election materials and the new or replacement ballot shall be promptly sent to the requesting member.
- c. members may request a receipt for the delivery of a ballot envelope.

10.4. Tabulating. The Inspector(s) of Elections shall tabulate all ballot submissions in public view at a properly noticed meeting of the Board or members set for the purpose, among possibly other purposes, of opening the ballot envelopes and counting the ballots. The counting and tabulation shall be done in public, (i.e. in the presence of any members or authorized attorneys in fact for a member who wish to be present and who attend the meeting). The Inspectors may appoint additional persons to assist in the counting and tabulation of ballots, provided that such additional persons meet the same minimum qualifications as the Inspectors. Members or persons not specifically authorized to do so may not touch any secret ballot or other election material in the possession of the Inspector(s) of Election. Any candidate, member or authorized attorney in fact who has been granted the power to vote by a member may witness the counting and tabulation of votes from a reasonable distance, provided, however, that they do not disrupt the process in any manner whatsoever. Observers must stand at least five (5) feet back from the area of counting and tabulation and not communicate, harass, or otherwise interfere with the Inspector(s) in any manner whatsoever. Anyone violating these requirements shall be asked to leave the meeting. The Inspectors shall have the power and authority to cause the removal of any observer who interferes with or disrupts the counting or tabulating process. The Inspector(s) of Election may suspend the counting and tabulation of votes if anyone causes interference with or disrupts the counting or tabulating process or for other good reason. In the event of such suspension, the Inspector(s) may fix another date, time and/or place to complete the counting and tabulation of votes. The Inspector(s) shall retain exclusive possession and control of all opened and unopened ballots and other election materials. Any re-scheduling of the ballot counting by authority of the Inspector(s) shall not affect the legality of the election or vote counting, or in any way, of itself, constitute grounds to legally challenge the outcome of any election.

10.5. Retention of Association Election Materials. The Association Election Materials shall be retained as provided herein. "Association Election Materials" means returned ballots, signed voter envelopes, the voter list of names, parcel numbers, and voters to whom ballots were to be sent, proxies, and the candidate registration list. Signed voter envelopes may be inspected but shall not be copied. The sealed

ballot, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections until after the tabulation of the vote, and until the time allowed by Civil Code Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. In the absence of any express written direction from the Inspector(s) of election to the contrary, the Inspector(s) shall be deemed to have designated the location where such records are to be kept as the Association business office or the office of any managing agent for the Association as the Board shall determine. At the expiration of the retention period all ballots and other election materials will be destroyed.

- 10.6. Inspection of Election Materials and Challenge to Elections. Members are entitled to verify the accuracy of their individual information on both the candidate registration list and voter list at least 30 days before the ballots are distributed. In order to exercise such right, the Association must receive a request from the member concerned allowing for a sufficient and reasonable time for the Association to provide either or both lists as requested to the member before the distribution of ballots occurs. In no respect shall the distribution of ballots be delayed due to a member's failure to timely request to inspect either the candidate registration list or voter list. If, during an inspection of either list, a member discovers an error or omission to the registration list or voter list, the Association or the member shall immediately notify the Inspector(s) of Elections of the error or omission. Within two business days of being notified, the Inspector(s) of Elections shall make the necessary corrections to the list(s).
- 10.7. Request for Recount. If there is a request for a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by a member or the member's authorized representative. Any recount shall be conducted in a manner that preserve the confidentiality of the vote. A review or inspection shall be conducted in a manner that will ensure that no ballots or other election materials can be removed, altered or otherwise tampered with.
- 10.8. Tie Vote. If there is a tie vote between or among candidates after the ballots of an election have been tabulated, the Association shall hold a run-off election consistent with the Civil Code unless the candidates can agree on an alternative method of deciding the issue. Such alternative method must be reasonable but may include a method which decides the matter entirely by chance, such as a coin toss.

11.0. Election Results.

- 11.1. The results of the election shall be promptly reported to the Board of the Association.

- 11.2. The results shall be recorded in the minutes of the next meeting of the Board and shall be available for review by members.
- 11.3. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a written notice to the members.

12.0. Elections Pertaining to Matters other than the Election of Directors.

- 12.1 When voting on other matters besides director elections, and which come under the scope of California Civil Code Sections 5100, et. seq., the Association shall generally use the procedures outlined above, but the Board may adjust the procedures to account for differences between director elections and the election at hand, e.g., special assessments, increasing the regular assessment, amendments, and the grant of exclusive use of common area.

13.0. Recall and Other Special Meetings.

- 13.1. Recall and other special meetings requested by membership petition will be conducted in such a manner as will allow for compliance with the time limits as provided by these Election Rules, with the election procedures appropriately adjusted depending on the relevant factors involved, e.g. whether a replacement Board is to be elected immediately following a successful recall, or at a later date by a separate election. The Board may, in their sole and reasonable discretion, determine how recall and other special elections are to be conducted both in compliance with these Rules and what the Board deems to be in the best interests of the Association, regardless of the terms used in any members' petition received by the Association requesting that a recall or other special election be held.
- 13.2. Unless otherwise required by law, a special meeting to recall the members of the Board may not be reconvened if a quorum is not achieved at the meeting called for that purpose. The members shall not have the power to reconvene the meeting or allow additional time for additional ballots to be submitted or members present to be counted.

These Election Rules have been duly adopted by Board Resolution on the Nineteenth day of March 2020, and shall be deemed in full force and effect as and from January 1, 2020, or the date of adoption, if later.



Secretary or other duly authorized Officer

SECTION IX

VISTA HOMEOWNERS ASSOCIATION COMMON AREA MAINTENANCE POLICIES AND PROCEDURES

INTRODUCTION

To clarify matters in regard to the costs of maintaining the Common Area facilities, a responsibility of the Board of Directors, this section is being added to the Homeowner's Manual for relatively easy reference. A ruling approved by the Board in March of 2008 on a cap for costs without Board approval had not been added to Association's governing documents. The ruling also did not consider expenses for emergency situations. In addition, Article V, Section 1.b. of the CC&Rs lists maintenance, repairs, replacement and restoration as separate items.

The following have been approved and adopted by the Board of Directors:

POLICY

1. Hereafter, the terms Maintenance and Maintenance Activity shall also include Repairs, Replacement and Restoration.
2. Apart from Emergencies, all Maintenance Activity costs per unit event shall not exceed \$1,000.00 without Board of Directors approval.

PROCEDURE (Emergencies)

1. In case of Emergencies, expedient action shall be taken by one or more of the Board of Directors or their designee(s).
2. Any member of the Board of Directors not involved with the Emergency shall be notified of the action as soon as practicable.

SECTION X
VISTA HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS COMMITTEE

The Board of Directors pursuant to the CCR created a Rules and Regulations Committee (RRC) as its eyes and ears regarding homeowner compliance with ASSOCIATION Rules and Regulations. The RRC is not an enforcement committee but rather reports its findings and recommendations to the Board of Directors for appropriate action.

COMMITTEE PURPOSE

When a homeowner makes the decision to purchase a home within the Vista Homeowner Association (ASSOCIATION), he or she is required to sign escrow documents acknowledging the understanding that the Homeowner Association has restrictions, rules and homeowner responsibilities for the maintenance and repair of the exterior of said property.

RESPONSIBILITIES

1. Protect the common interest and promoting a harmonious community for all residents.
2. Protect and enhance the value of HOA homes by ensuring the homeowners are complying with their responsibility to maintain the exteriors of their home(s) and lot areas visible from ASSOCIATION Common Property and Pomelo Drive.
3. Conduct quarterly community walk-throughs with other homeowner volunteers to identify situations of homeowner non-compliance with ASSOCIATION rules and regulations regarding the exterior maintenance of homes and lots. Walk-through evaluation sheets will be collected by the RRC members and reviewed for severity and need for correction.
4. The Chair or designated RRC member who follows up on an out of compliance condition will attempt to meet with homeowner to explain what condition(s) are out of compliance and obtain their commitment to correct the condition(s) as soon as possible within the next 30 days.

If the homeowner is not present, the Chair or designated RRC member will leave a Courtesy Notice containing a photo of the violation in the white mail tube, designated for Association materials. Included in the Courtesy Notice will be the RRC Chair's name and phone number to call if they have any questions.

Out of compliance matters not resolved within the initial 30 days will be referred to the Board of Directors for referral to Management Company to send the homeowner a second courtesy notice including the potential issuance of fines.

5. RRC Chair or his/her delegate will present a monthly report at the Board of Directors meeting, if there are RRC matters needing Board action.

6. The RRC may, at the request of the Board of Directors, or on its own initiative, review existing rules and regulations. Any suggested revisions or suggestions to eliminate would be presented to the Board of Directors for their appropriate action.
7. Homeowners may submit a Written Complaint and/or Violation Report (blank copies of the form are posted in the pool area) to report another homeowner out of compliance with ASSOCIATION rules and regulations.
8. Completed Complaint Forms should be submitted to either a member of: the Board of Directors, the Rules and Regulation Committee, or the ASSOCIATION Management Company. All received complaints will be referred to the Board who may investigate the complaint itself or refer it to the RRC for review and recommendations. If referred to the RRC, Step 4 above will apply.

SECTION XI
RECREATIONAL VEHICLE PARKING RULES AND REGULATIONS
(August 8, 2006)

Use of the RV Parking Facility is a privilege intended only for Owners/residents of Vista Homeowners Association who own RVs. If used otherwise, the privilege may be revoked. For example, if it becomes apparent that an RV assigned to a parking space is being used by renters of the RV and/or friends or relatives of an Owner/resident, the Owner's/resident's parking privilege may be revoked upon written notification by the RV Committee Chairperson and as approved by VDM Board of Directors.

All recreational vehicles must be parked in the recreational vehicle parking area or an offsite location arranged by the vehicle's Owner.

1. The recreational vehicle (RV) parking area is identified in the CC&Rs. Vehicles that may be parked on the RV lot ("RVs") must be approved by the RV Committee and must match one of the following descriptions.
 - a. A Motor Home, a Slide-in Camper that is mounted on or is designed to mount on a Pickup Truck, a Travel Trailer which does not include the vehicle that is used to tow the trailer, a 5th Wheel, a Converted Van or a Camping Trailer. All of the above RVs must be equipped with stove, water storage, toilet and a bed.
 - b. A Sailboat or a Motorboat secured on a proper trailer. Both boat and trailer must be properly licensed.
2. All RVs described in a. and b. above must bear a valid license, must be registered and must be insured for fire, theft, personal liability, and property damage. RVs registered in a State other than California are required to provide the RV Committee with proof of insurance annually on July 1, or proof that the State of registration required proof of insurance upon annual renewal of the RV's license plate.
3. While an RV is parked, at least two (2) wheels on opposite ends of the same axle must be blocked to assure that the vehicle will not move if there is a brake or parking lock failure.
4. RVs must be parked as directed by the Chairperson or representative of the RV Committee. Stop blocks are provided for each space, however, it is the responsibility of each RV Owner to locate the stop block behind the rear wheels to allow backing in as far as possible without hitting the asphalt berm, walls or fencing and permit as much maneuvering room as possible for other RVs in the RV parking area. Driving pins through stop blocks and spreading pads will not be allowed.
5. Load spreading pads: RVs with GVW (Gross Vehicle Weight) over 15,000 pounds or any RV that may threaten to sink or deform the asphalt will be required to have load spreading pads under any or all tires (including duals). If the Committee notes wheels

sinking into the asphalt, regardless of its weight, load spreading pads shall be required. The pads must be of wood of at least 1-1/2 inches thick or steel at least 1/4-inch-thick, 12 inches wide and long enough to extend at least 12 inches in front of and behind the footprint of the tire(s). Owners will be responsible for the maintenance and appearance of their load spreading pads.

6. All trailers (including boat trailers and pop-ups) and 5th wheels will be required to provide proof of liability insurance to the RV Committee annually by July 1.
7. The width of an RV, including trailers for boats, may not be more than 102 inches (8-1/2 feet) plus approved mirrors. Spaces 4 thru 15, 19 thru 21, 29 and 30 are wide enough to accept wide (102") RVs. All other spaces will accept standard width RVs (96").
8. Only one RV may be parked in any one parking space. A trailer moving dolly is not considered to be an RV and may be parked along with the assigned RV if space permits.
9. Unauthorized vehicles may not remain parked in the RV parking area. Their removal will be at the vehicle Owner's expense. RVs may not be parked elsewhere within the Community. These vehicles will be towed immediately at the vehicle Owner's expense. Owners shall be responsible for any and all acts in violation of the RV Rules and Regulations by members of their household, their tenants, guests, licensees, invitees, and residents and occupants of Individual Lots. Ultimately, the Owner may be assessed and shall be liable for any fines, penalties and other sanctions assessed for such a violation.
10. The discharge of propane, gasoline, oil or holding tank fluid is forbidden. Only potable water may be discharged. The Owner will be responsible for any clean up or damage caused by forbidden discharge.
11. Dead storage is not permitted. Resident Owners have first priority. Resident tenants have second priority, and if the Owner does not occupy his/her property and it is vacant, non-resident Owners have last priority. To be placed on the waiting list applicant must own an RV as defined in paragraph 1. a. and b. Each RV must be taken out of the parking lot at least once every six (6) months and must be out of the lot for a total of at least thirty (30) days each year. To provide a means and the data to permit the determination that these requirements have been met, a "Trip Report" form has been created. Copies of the form are available from a box located at the gate to the RV lot.

These "Trip Report" forms will be collected on a regular basis and will provide the information for determining that the dead storage has not occurred as well as that a space will be vacant and may be loaned. A space may be loaned only to a person on the waiting list and only by the RV Committee. The borrower must sign a copy of the "Space Borrowers Agreement" which is available from the RV Committee Chairperson.

12. The initial and subsequent reassignments of any RV parking will be in accordance with the following rules, conditions and criteria.

- a. A blank application form for requesting assignment of any RV parking will be furnished to an applicant upon his/her oral or written request to the Chairperson of the RV Committee.
 - b. A completed application will be valid and accepted only in the name of a Vista Homeowners Association property Owner. Only one (1) application for a RV parking space can be in effect for any one Individual Lot.
 - c. RV parking spaces or waiting list positions are not transferable due to the sale of an assigned RV or due to the sale, rental or lease of an Individual Lot. No Owner can assign his/her RV parking space or his/her position on the waiting list to any other person.
 - d. Receipt by the RV Committee Chairperson of a completed application form will cause the name of the applicant to be entered as the last name on a waiting list of qualified applicants. Priority is to be based on the date of application for a parking space - not on the date of Ownership of a residential property.
 - e. When an RV parking space becomes available, the space will be assigned to the name at or nearest the top of the waiting list whose RV will fit in that space. Names on the list whose RVs are too big for the available space will be bypassed. All names on the list below the one assigned to the space will then be moved up one position.
 - f. Parking spaces may be reassigned by the RV Committee Chairperson to obtain maximum utilization of available spaces. For example, an RV may be reassigned to a shorter parking space, if it will fit, in order to assign the longer space to the Owner of a longer RV.
 - g. When a non-RV Owner's name comes to the top of the waiting list and a space becomes available, the non-RV Owner will have thirty (30) days from notification to show proof of purchase of a suitable RV or the non-RV Owner's name will be moved to the bottom of the waiting list. An exception will be allowed for the non-RV Owner's name to be by-passed and remain at the top of the list only if the available space is not long enough for the RV he plans to purchase. This exception will not be made if the space will accommodate an RV of 32 feet in length
13. When a Member who has an assigned parking space sells his/her RV that Member must vacate the assigned space within thirty (30) days from the day that the RV title is transferred unless the Member submits proof of purchase of a qualified replacement RV. There will be no grace period beyond the thirty (30) days
 14. If a Member with an assigned parking space replaces his/her RV or modified it so that the RV is too long for the assigned space and reassignment of spaces to accommodate the longer RV is not immediately possible, that Member must vacate and his/her name will be placed at the top of the waiting list to wait for the availability of an adequate space.

Such priority position, No. 1, is subject to the following condition:

CONDITION: If the Member obtains their parking space through bypassing a Member higher on the waiting list, their name will be kept on the waiting list in their original relative position below the by-passed names and their name must advance to No. 1 position in accordance with Paragraph 12.c before being granted priority for a larger parking space. That Member's position number will be shown in "()" to indicate that they were assigned a space through by-passing.

15. When a Member who has an assigned parking space sells their property, that Member must vacate the assigned RV space within thirty (30) days from the day the property title transferred unless that Member submits proof of purchase of another Vista Homeowners Association Residence. There will be no grace period beyond thirty (30) days.
16. No vehicle maintenance except emergency repairs of any RV is permitted on the RV lot *without* prior written approval of the RV Committee.
17. Known violations of these rules will cause the RV Owner to be notified in writing. If the violation is not corrected after 30 (thirty) days from the date of the notice or a shorter term if the notice stipulates a shorter term, the Owner's RV parking privileges may be revoked and/or the RV in violation may be removed from the premises at the Owner's expense.
18. The Vista Homeowners Association is not responsible for any loss, damage or theft of an RV or damage to other RVs or to VHOA property. Assignment of a parking space to an RV Owner is contingent on his/her acceptance of this condition along with proof of adequate insurance coverage.
19. No exceptions to these Rules will be made for persons who use an RV for their daily transportation.
20. The above rules will be administered by the Chairperson of the RV Committee subject to the approval of the VHOA Board of Directors.
21. The RV parking lot is not a secured area. Therefore, all Owners, residents, members of their households, guests, tenants and invitees must act reasonably in protecting themselves against criminal misconduct. Such safety precautions may include installing an alarm system in their vehicles. The Association emphasizes that these are suggested actions and the Association cannot and does not guarantee that these precautionary measures will deter criminal activity. The Association is not responsible for any theft, damage or vandalism, which may occur to any vehicles parked in the RV Parking Lot.
22. No one is allowed to sleep and/or temporarily or permanently reside in any vehicle while it is parked in the RV Parking Lot.

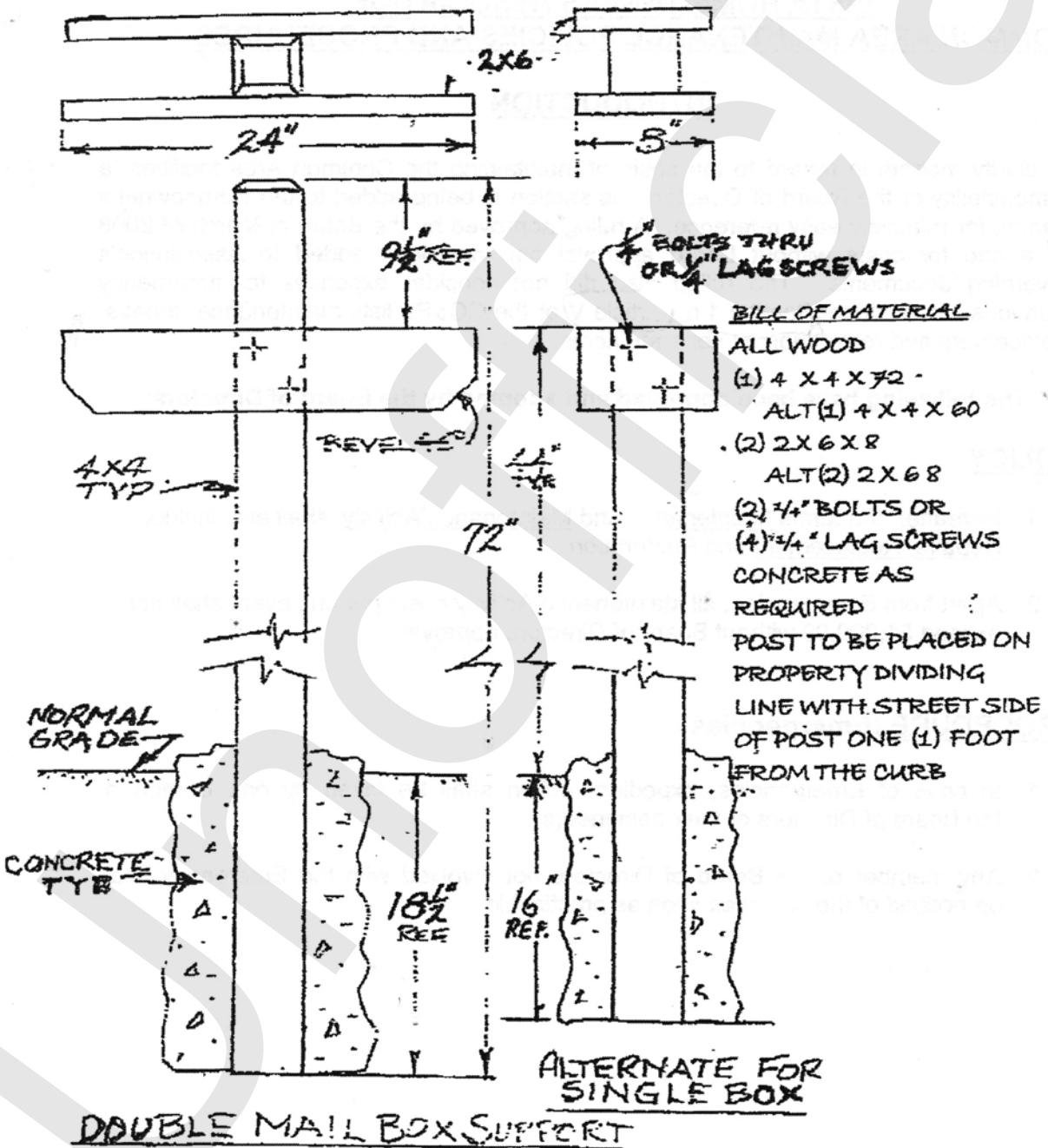
23. No littering is permitted in the RV Parking Lot. All trash must be placed in designated waste containers.
24. No loud noise creating a nuisance shall be allowed.

Unofficial

APPENDIX

MAILBOX SUPPORT POST INSTALLATION

MAILBOX SUPPORT POST INSTALLATION



CURB / GUTTER REPLACEMENT

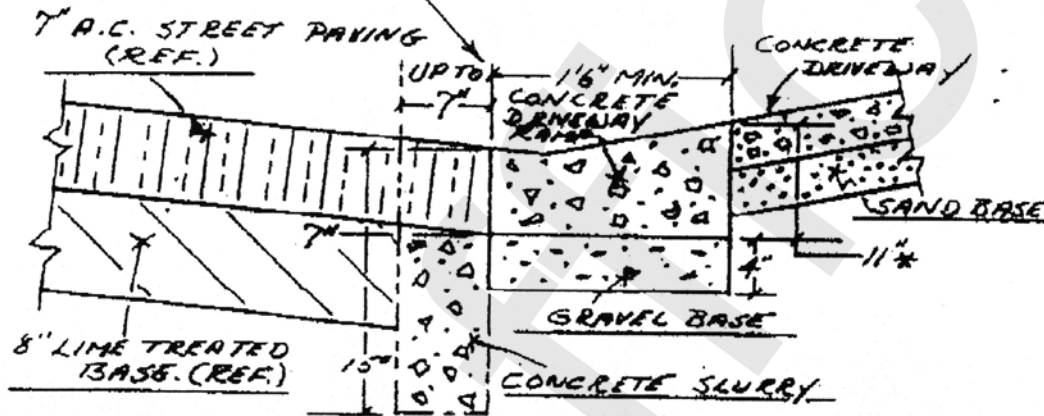
CURB / GUTTER REPLACEMENT

5-1-86

REVISED 10-15-88

REVISED 4-15-93

IF BLACKTOP IS DAMAGED IN THIS AREA IT MUST BE REMOVED TO A STRAIGHT SAW-CUT AND REPLACED WITH 7" OF A.C. OVER 15" OF CONCRETE SLURRY FILLING VOID BETWEEN THE CURB/GUTTER AND STREET EDGE.



*NOTE: HEIGHT OF CONCRETE CURB/BUTTER ALONG VIA SANTA PAULO LOTS 31-50 SHALL BE 13" ON BOTH SIDES OF STREET

APPROVAL OF THE EXCAVATION FOR AND COMPLETION OF THE FINISHED DRIVEWAY RAMP IS THE RESPONSIBILITY OF THE FIRELANE COMMITTEE.

TYPICAL CURB/GUTTER DETAIL WHEN EXISTING CURB IS REMOVED AT INTERSECTION OF DRIVEWAY AND STREET.

Vista Homeowners Association
TENANT REGISTRATION FORM

All tenants must be registered with the Association prior to move-in and must be provided with copies of the CC&R's, the Associations bylaws and the Rules & Regulations by the owner or the owner's agent. A tenant's failure to be provided with the Associations Governing Documents does not mean the tenant is not obligated to comply with the documents. **All owners are responsible for the actions of their tenants, their tenants' guests, and invitees. All tenants must complete a Vehicle Registration form for all vehicles attributable to the rental property.**

Date this form completed: _____

Address of property being leased /rented at Vista Homeowners Association:

OWNER INFORMATION	
Name:	Home Phone:
Signature:	Work/Cell Phone:
Name:	Home Phone:
Signature:	Work/Cell Phone:

LESSEE'S / RENTER'S INFORMATION	AGE	PHONES
Name:		Home:
Signature:		Work/Cell:
Name:		Home:
Signature:		Work/Cell:
Name:		Home:
Signature:		Work/Cell:

ADDITIONAL OCCUPANTS	AGE	PHONES
Name:		
Name:		

Pets: _____ Breed: _____

Date CC&R's and Rules & Regulations received and read: _____

Dates/length of rental agreement or lease: _____

Return this completed form to the Management Company.

Vista Homeowners Association
C/O CHAMPS, 5714 Palmer Way, Suite B
Carlsbad, CA 92010-7247