

VISTA HOMEOWNERS ASSOCIATION
HOMEOWNER’S MANUAL
Revised June 18, 2026

This is the Homeowner’s Manual (“Manual”) for the Vista Homeowners Association (“Association”) which sets forth the rules and regulations for the Community. 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. A copy of the current version of the Homeowner’s Manual can be found on the Association’s website.

As an Owner within the Association, it is your responsibility to be familiar with the manual so that your Lot, including your Residence and yard, and your use of the Common Area 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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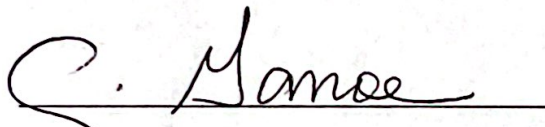
ARTICLE 1: PREAMBLE

The basic Association governing documents ("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 are:

1. The Fifth Restated Declaration of Covenants, Conditions and Restrictions, Vista Homeowners Association, recorded on August 29, 2025, as amended from time to time (hereafter referred to as the Declaration or the CC&Rs);
2. The Articles of Incorporation filed July 23, 1982;
3. The Fifth Restated Bylaws of the Vista Homeowners Association, dated August 8, 2025, as amended from time to time;
4. This Manual.

The 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, Clubhouse, sports court, and attend social events, etc. However, you must rely on one another to maintain property values and quality of life.

Please read this manual and the three (3) documents listed above carefully to ensure full knowledge of your rights, as well as your responsibilities, as a Member of the Association.



Craig Ganoe
President, Board of Directors
Vista Homeowners Association

June 18, 2026

ARTICLE 2: RULES AND REGULATIONS - RESIDENCES

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

2.1 Senior Citizen Community

- a. *Age Requirements.* The Association is a Senior Citizen Housing Development and all residents must meet certain minimum qualifications as to age restrictions in order to reside within the Community. These qualifications are set forth in the CC&Rs.

A Qualified Permanent Resident ("QPR") as used in the CC&Rs means a Person who satisfied the following requirements: (i) Resided with the Senior Citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Senior Citizen; and (ii) Was (A) forty-five (45) years of age or older, (B) a spouse or cohabitant of the Senior Citizen, or (C) providing primary physical or economic support to the Senior Citizen.

These rules establish the requirements and procedures for providing proof of primary economic support to a Senior Citizen to the Association and apply to all individuals claiming to provide primary economic support.

Definitions:

- i. "Primary Economic Support" means providing at least 51% or more of a Senior Citizen's financial needs, including but not limited to housing, food, medical care, utilities, and other necessary living expenses.
- ii. "Supporting Documentation" means the documents required to establish proof of providing primary economic support as outlined herein.

2.2 Required Supporting Documentation To Establish Proof Of Providing Primary Economic Support. To establish proof of providing primary economic support to a Senior Citizen, the Association requires that the following supporting documentation be submitted:

- a. A signed affidavit under penalty of perjury by the QPR attesting to the provision of primary economic support;
- b. Copies of canceled checks, electronic fund transfers, or other payment records demonstrating regular financial support for a period of at least six (6) consecutive months;

- c. Bank statements showing regular deposits or transfers to the Senior Citizen's account;
- d. Documents showing all of the Senior Citizen's monthly or annual expenses;
- e. Receipts or invoices showing payment of the Senior Citizen's living expenses, including rent or mortgage, utilities, medical expenses, and food;
- f. Tax returns showing the Senior Citizen as a dependent (if applicable); and
- g. Any additional documentation reasonably requested by the Association to verify the claim of primary economic support.
- h. The Association shall keep all documentation submitted as proof of primary economic support confidential.

2.3 Submission Process

- a. All supporting documentation must be submitted to the Association in its original form or certified copies.
- b. The Association shall make reasonable efforts to provide a decision within sixty (60) days of receipt of a complete submission.
- c. The minimum amount required to establish primary economic support must be at least fifty-one percent (51%) or more of the total amount of the Senior Citizen's monthly expenses.

2.4 Verification and Dispute Resolution

- a. If the Association disputes the claim of primary economic support, the QPR shall have the right to dispute the determination.
- b. To initiate a dispute, the QPR must submit a written notification to the Association within thirty (30) days of receiving the determination.

2.5 Periodic Review and Recertification

- a. Proof of primary economic support must be recertified annually or upon request by the Association;
- b. The Association reserves the right to request updated documentation at any time if there is reasonable cause to believe that the primary economic support status has changed.

2.6 Property Transfer. As stated in Article 3, Section 3.4 of the CC&Rs, both the property transferor and the transferee must notify the Association, in writing, of any title transfer of a Lot within five (5) business days of such action. When title to a Lot 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.

2.7 Non-Owner Occupied Homes. Members of the 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 prevents the timely distribution of essential notices, etc., which in some cases could be costly to the Member.

Any Owner 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, and the Association's management company, with a letter containing the following information:

- a. The names and proof of ages of all persons who will be living in the non-Owner occupied Residence.
- b. The starting date of the non-Owner occupancy of the Residence.
- c. Confirmation that the non-Owner occupants have been provided with a copy of all Association's Governing Documents, including the CC&Rs, Bylaws, and the 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 Owner alone who will bear the burden of any and all sanctions, such as assessments, fines and associated costs for the resident'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 to use the Common Facilities.
- d. Lease or rental contracts shall be for a minimum of thirty (30) days. Short-term and transient rentals or leases are not permitted.

Failure to provide the above required tenant information in a timely manner (e.g., within thirty (30) days) subjects the Owner 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.

2.8 Neighborhood Watch/Security. Notwithstanding any Neighborhood Watch Program, the Association is not 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 unlawful 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 unlawful activity.** Thus, the Association does

not and cannot guarantee the safety and security of any persons and/or property in the Community.

2.9 Garages

- a. 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 Lot.
- b. Garages are intended to be used for the parking of vehicles and for the storage of miscellaneous personal property.
- c. In accordance with Article 11, Section 11.9 of the CC&Rs, 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. Emergency repairs are permitted when necessary to move a vehicle to a proper repair facility.
- d. Garage doors are recommended to 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.

2.10 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, event activities, and other noise (including barking dogs, vehicle horns and the extended warming-up of vehicle 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 10:00 p.m. until 7:00 a.m.

2.11 Pets

- a. Only one (1) pet is permitted per Lot. The one exception to number of animals permitted per Lot is in regard to assistance animals. 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. Residents are requested to not allow cats to roam around the Community.
- b. **Animal refuse must not be left on any property within the Community. This includes both private property and Common Area. Persons walking a dog in the community must bring a means to pick up and dispose of the animal waste.**
- c. The Board may prohibit the maintenance of any animal on any Lot or Common Area which, in the Board's opinion, creates a disturbance of the peace and/or quiet enjoyment of other residents, creates or will create a threat to the safety of other residents (i.e. the Board determines the animal to be dangerous), or otherwise constitutes a nuisance to any resident in the Association (i.e. by creating frequent and/or continuous noise).

- d. 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.

2.12 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:

- a. 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:
 - i. Advance written permission of the Rules and Regulations Committee is obtained;
 - ii. The sale is held on one designated weekend (Saturday and/or Sunday) during daylight hours;
 - iii. All parking rules and restrictions are obeyed.
- b. The Board may periodically authorize a Community-wide garage sale in which residents may participate.

2.13 Storage and Moving Devices. Storage and moving devices, such as PODS, shipping containers, trailers and trucks, shall be parked only on driveways where parking is permitted. Requests for exceptions to this rule should be directed to the Association's Rules and Regulations Committee. No such container or truck shall be parked on any fire lane without prior written approval from the Association. Owners are responsible for any damage to the fire lanes created by placement of storage and moving devices thereon.

2.14 Signs. "FOR SALE" or "FOR RENT" or "ESTATE SALE" may be posted by the Owner, or their agent, in any reasonable location on his/her Lot (not on the Common Area), so long as it does not adversely affect public safety or traffic. All directional signs must be portable and temporary, not set on individual Lots nor in the fire lane. Placement of directional signs in the drainage gutter is permitted, provided the signage does not impact public safety or traffic. All such signs must be removed within five (5) business days of close of escrow or rental of the Lot.

ARTICLE 3: RULES AND REGULATIONS – COMMON AREA

3.1 Clubhouse and Recreational Facilities

- a. *Use of Facilities*
 - i. The Clubhouse and kitchens may only be reserved by a resident for a meeting or private event. A resident may reserve the Clubhouse for private use by completing an "Application for Private Use of

Clubhouse,” 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.

- (a) 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 Connection will have priority on the use of the Clubhouse.
 - (b) 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.
 - (c) The Social Connection will be responsible for setting deadlines for the resident and guest reservations for the Association’s social events. These dates will appear on the flyer for the event.
 - (d) If attendance is open to all Owners, no deposits are required.
- ii. A private event is an event that is by invitation only and hosted by an Owner or a resident. These may be events such as anniversaries, weddings, birthdays, memorial or similar services of spouse and immediate family members and may include invited guests. However, commercial, political, fraternal, or any gathering of an outside organization will not be permitted. No parties are allowed that would be exclusively for individuals under eighteen (18). Each Lot may host up to four (4) parties per year. Except for the Board, reservations may not be made more than six (6) months in advance.
 - iii. A resident may only use the Clubhouse rooms needed for the event. The billiards room, swimming pool, spa, sauna, and sports court will be available at all times for other residents’ use.
 - iv. Private event sign(s) may be placed at the reserved rooms only. Do not place signs at the entry gate, which may incorrectly discourage a non-attendee from entering the Clubhouse area.
 - v. The number of people allowed will be limited to the posted room capacity.
 - vi. The event resident 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.

- vii. Events must be scheduled with the person in charge of scheduling the Clubhouse events. An application will be required, including a \$100 private event 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 resident 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.
- viii. No functions may last after 10:00 p.m., except for New Year's Eve functions.
- ix. No cleated or tap shoes are allowed on the dance floor.
- x. No smoking is allowed in the Common Area, including the Clubhouse.
- xi. No lit candles are allowed in the Clubhouse, except for birthday cake candles.
- xii. All food and beverage must be removed from the Clubhouse after the function, or such material will be discarded during inspection the next day.
- xiii. Furniture, if moved, must be returned according to the diagram posted on the kitchen and storage room walls. Piano is not to be moved.
- xiv. 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.
- xv. No pets, other than assistance animals, are allowed within the fenced area of the Clubhouse lot.
- xvi. Individuals under fourteen (14) years old may not use the pool tables at any time. Individuals fourteen (14) years old and older may use the pool tables if accompanied by a resident.
- xvii. A resident must always accompany all guests in the locked fenced area of the Clubhouse lot.
- xviii. Clubhouse keys:

- (a) Keys shall not be loaned to guests, including non-resident family members.
 - (b) Owners shall be charged \$10 for replacement of a lost key.
 - (c) Upon the sale of a Residence, the seller shall make the keys available to the new Owner.
- xix. Use of the Clubhouse lot, inside the locked doors and gates, is not permitted between the hours of 10:00 p.m. and 7:00 a.m. without the prior approval of the Board.
 - xx. The Clubhouse bulletin boards are to be used for Board business, Committees' business and Association 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 on the Clubhouse bulletin boards. Clubhouse Committee will determine whether items posted are appropriate and will remove inappropriate and out-of-date postings.
 - xxi. 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.
 - xxii. Under California law, hosts are responsible for intoxicated guests.
 - xxiii. Neither the Association, nor its Board is responsible for any property lost or stolen from the Clubhouse premises.

3.2 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 unsupervised individuals under the age of fourteen (14) is prohibited.

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

- a. Availability of the facilities will be posted by the Clubhouse Committee. 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 7:00 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” unless specified otherwise) are expressly limited to 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 individuals 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 accompanied by a Resident.
- 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 is prohibited.
- i. No glassware of any kind is permitted in the pool or spa/jacuzzi area. Unbreakable containers are allowed, provided that they are disposed of in the proper manner and are not thrown into the pools, or left to litter the pool or spa/jacuzzi area.
- j. No pets are allowed in the pools at any time. Violations of this rule shall result in an Assessment and/or fine to the Owner whose property is associated with the pet.
- k. Ball playing, tag games, cannonballing, 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. All sound devices and voices should be kept at a minimum level and confined to personal areas only, so as not to 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 swim diapers specifically approved for pool use.

- n. The pools are cleaned and serviced on a regular basis. Should the pools be occupied when the maintenance workers arrive, users shall leave while the necessary work is performed and completed.
- o. Throwing of tennis balls, baseballs, footballs, basketballs, Frisbees or any other objects into or around the pools is prohibited. 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 shall 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 of their guests, licensees, tenants or other individuals attributable to that Owner's Individual Lot.
- q. Anyone not abiding by the posted rules may be directed to leave the pool or spa areas by a member of the Board.

3.3 Multi-purpose Sports 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 resident 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 in the Sports Court by all players.
- c. The court will be open for play daily from 8:00 a.m. to 10:00 p.m.
- d. No pets are allowed in the court area.
- e. No glassware is allowed on the court at any time.
- f. No skateboards, in-line skates, bicycles or other similar objects are allowed on the court.
- g. For health and safety reasons, a resident over the age of eighteen (18) must accompany all individuals under the age of fourteen (14) on the court at any time.

3.4 Gym

- a. The gym equipment is for the exclusive use of residents or QPR only. Use of gym equipment is at the user's risk. No individuals under the age of 18 are allowed to use the gym equipment.
- b. Do not enter the facility and use the gym equipment if you have a cough or fever.
- c. Bring a towel for personal use as the Association does not supply one.
- d. Wipe down the equipment after each use.
- e. Return free weights to their original location.
- f. If no one else is using the gym facility or equipment, turn off the fans and lights and close and lock all doors and windows. Unsportsmanlike behavior will not be tolerated. Abuse may lead to restricted or revoked use of the Association's recreational facilities.
- g. The fitness gym may be closed temporarily for cleaning, maintenance, etc.

3.5 Fire Lanes

- a. *Parking Regulations*
 - i. All streets in the Community are designated as fire lanes. Parking shall not be permitted on any street/fire lane within the Community, except in approved, designated and marked parking areas per Article 11, Section 11.2 of the CC&Rs.
 - ii. 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. Visitors are required to utilize the visitor's parking areas provided throughout the Community. Violators are subject to penalties as indicated in the Association's Enforcement and Fine Policy.
- b. *Speed Limit.* The maximum speed limit as posted on signs is **15 MPH** **throughout the Community.**
- c. *Other Restrictions*
 - i. 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.

- ii. All trash bins, woodpiles, and storage piles shall be kept screened and concealed from view from other Lots and from the street.
- iii. 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.

3.6 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 thirty (30) 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.

3.7 Other Vehicle Restrictions

- a. No vehicle may be parked or operated on any sidewalk or landscaped area in the Community.
- b. 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.
- c. 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 Lot to which the vehicle is attributable, will be subject to the Association's Enforcement and Fine Policy.

ARTICLE 4: ARCHITECTURE AND LANDSCAPING MODIFICATIONS/IMPROVEMENTS

The Board shall have the power to appoint from the membership an Architectural and Residential Landscaping Committee ("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 Board is authorized to appoint the Committee. If the Board does not appoint one, the Board is automatically deemed to be the Committee. (Article 5, Section 5.4 of the CC&Rs.) This section applies only to Owners. Tenants or other residents are NOT permitted to submit any plans for modifications to the Committee.

Approval by the Committee of documents for any Renovation on a Lot does not guarantee that the finished Renovation will be satisfactory to the Owner. 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 a Renovation is not intended to violate any governing provision of law. Application for a renovation does not waive any applicable provision of City, County, State, or Federal law. It is the applicant(s) responsibility to ensure that the proposed improvements comply with all applicable statutes and/or codes. Further, the

applicant(s) must obtain all required permits from any applicable municipal and/or governmental entities. **See Article 5 for requirements for contractors.**

As of the publication of this version of the manual, the building of homes on all of the Lots has been completed. For the rare event of the need to rebuild a Residence, the requirements are retained in Article 6 of this Manual.

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:

4.1 Submittal Requirements

- a. No Renovations by or on behalf of an Owner which involve the exterior appearance of any Lot or its Improvements or Common Area are permitted until plans and specifications have been submitted to and approved in writing by the Committee or the Board. Any Renovations which are unapproved, different from those approved by the Committee/Board, or done without required governmental permits, are automatically deemed disapproved and the Owner must promptly remove or correct the disapproved Renovations to comply with the Architectural Standards, the Committee's or Board's approvals, and governmental requirements.
- b. Plan application forms are available at the Clubhouse bulletin board. When applicable, the submitted request shall include:
 - i. A plot plan showing the entire lot and outlines of the locations of all structures.
 - ii. Detailed elevation drawings for any above-grade construction.
 - iii. Drawings shall be to scale, preferably $\frac{1}{4}'' = 1.0'$.
 - iv. Description of materials and colors to be used.
 - v. Signed Neighbor Acknowledgement Form from neighbor(s) to be affected by work to be performed. This form does not constitute an acceptance or rejection by the Committee of work to be completed.
- c. The Committee shall have forty-five (45) days from the date of submission of a complete application to review an application unless:
 - i. The application is disapproved by the Committee,
 - ii. The Committee needs additional information to properly consider the application and such information is requested by the Committee within the forty-five (45) day period, or

- iii. Any proposed Renovations would violate the Association's Governing Documents, any Building, Safety and Fire Codes, or any other laws.
- d. If the Committee denies an application for Renovations, the Committee shall provide reasons for the denial in writing.
- e. An Owner may appeal the Committee's decision to the Board, unless (1) the original disapproval was made by the Board or a body that has the same membership as the Board at a meeting that satisfied the requirements of the Open Meeting Act or (2) as to any Renovations that were disallowed because they would violate the Association's Governing Documents, any Building, Safety and Fire Codes, or any other laws. A permissible written request for reconsideration must be received by the Board not more than forty-five (45) days after the denial. Within forty-five (45) days after receipt of the request for reconsideration, the Board must hold an open meeting to consider the reconsideration and decide. Failure of the Board to decide within the forty-five (45) day period is deemed a decision in favor of the Owner.
- f. If a Renovation is made without the prior written approval of the Committee or Board, the Owner shall be summoned to appear before the Board at a due process hearing (pursuant to the Association's Enforcement and Fine Policy), to discuss the alleged violation of the Owner of the Association's Governing Documents. The Owner 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 to be in violation, the Board may levy sanctions against the Owner. The sanctions shall include, but not be limited to, a fine (levied in accordance with the Association's Enforcement and Fine Policy), a Special Reimbursement 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 compliance, by calling the Owner 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.
- g. All Renovations approved by the Committee or Board must be completed in accordance with the approved application for Improvements, with satisfaction of all stated conditions (if applicable).
- h. Upon completion of the approved Renovations, Owner shall complete a Notice of Completion ("NOC") form and submit it to the Chairperson of the Association's Architectural and Landscape Committee. All Renovations approved by the Committee must be completed within six (6) months from the date of the Committee's written approval, unless a shorter or longer period is approved or required, in writing by the Committee or Board. Failure to commence or complete the proposed Renovation within the period set by the Committee or Board will result in a revocation of the final approval previously granted to the Owner. Owner will be required to resubmit an application for approval or request 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.

- i. If the Committee determines that the completed improvements are not in compliance with the approved plans, the Owner will be notified, in writing, of the deficiencies with the installed Improvements. The Owner 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, and resubmitted to the Chairperson of the Association's Committee or Board. 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 Renovations 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 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.

4.2 Architectural Modifications/Improvements – Requirements

- a. The perimeter chain link fence belongs to the applicable Owner. Owners must maintain, paint, repair and replace fences and walls on their Lots, including the perimeter chain link fence per Article 6, Section 6.1(d)(ii) of the CC&Rs. The Board 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:
 - i. 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 Owner and upon final written approval being given by the Committee or Board.
 - ii. The gate must be the same height as the existing fence and at least 30" wide but not over 43" wide.
 - iii. 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 or Board together with a request for approval of the gate installation, the lot number, address, etc.

Notwithstanding the approval of such a drawing, if upon completion it is determined by the Committee or Board that further reinforcement or structural changes are necessary, they will be required.

- iv. 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.
 - v. The location of the perimeter fence may be changed by the 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.
- b. 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.
 - c. 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.
 - d. 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.
 - e. Window air conditioners that face the fire lanes and common areas will not be approved.
 - f. Fences may be approved if it serves a necessary privacy purpose for the Lot. Fencing must be in compliance with the City of Vista development codes. 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 fences. Chain link fences will not be approved, except for the perimeter fence.
 - g. A mailbox support suitable for two boxes has been constructed on an Owner's Individual Lot (and replaced as needed) as shown in the diagram at the end of this Homeowners Manual (see Exhibit B), and installed in concrete at designated places. Very few individual lots may require only one mailbox. In those cases, the Owner shall 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 advertising.

- h. 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.
- i. 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.
- j. Exterior Paint and Colors. No structure shall be painted or repainted until the Owner has submitted the proposed colors to the Architectural & Residential Landscape Committee (hereafter “ARLC”) and received written approval. To assist Owners, the Association has established an approved exterior color palette book for exterior walls, trim, fascia and accent colors, which is available for review in the Clubhouse Library. If an Owner selects colors directly from the approved color palette book, a form called “Request for Architectural and Residential Landscaping Committee Approval” (hereafter “request form”) must still be submitted to the ARLC. For any colors not found in the palette book, the Owner must include in their request form the paint manufacturer’s name, the specific color name, the manufacturer’s color code and a physical color chip or sample. Written ARLC approval is required when the Owner intends to repaint the structure with the exact same colors previously used. Should a request form be disapproved by the ARLC, the Owner may request an exception by submitting the request to the Board of Directors.
- k. For any work to be done on the curbs, gutter and driveway areas, refer to Article 6 of this Manual for applicable requirements.
- l. Ventilation vents in the foundation must be kept screened.

4.3 Flags and Flag Poles. For purposes of this section, permitted U.S. flags include flags made of fabric, cloth or paper. Flags made from lights, paint, roofing, siding, paving materials, flora, or balloons or any other similar material, are prohibited. All flag poles must be pre-approved by the Board of Directors.

4.4 Landscaping Modifications/Improvements – Requirements. All modifications to exterior landscaping, including hardscaping (i.e., if it uses any brick, concrete, gravel, stone, wood, rock or synthetic material) must be submitted to and approved by the Committee or Board 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 the individual Lot. The total lot landscaping, whether vegetation only or mixed with other material, must be completed within six (6) months of the date of approval by the Committee. Article 5, Section 5.5 of the CC&Rs is applicable to these requirements.

- a. All turf materials, including synthetic or artificial materials, must be requested in writing to the Committee or Board. Use of artificial plants, flowers, and hedges is discouraged. If such a request for landscaping should be made by a Owner, it must be submitted in writing, and if it is to be approved by the Committee, it must be consistent with the Committee-adopted rules as specified in the CC&Rs. Two (2) sets of landscaping plans must be submitted. Upon approval, one (1) set will be returned to the Owner and one (1) will be kept in the Association's file.
- b. 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 should provide "year-around" beauty, enhance the property value and be to the benefit of the Community. To this end, at least one-half ($\frac{1}{2}$) of the area to be landscaped must be in vegetation, which may include low-water using plants. Artificial turf is not considered vegetation. Shrub, tree and other landscaping may not impinge on the Common Area (i.e., the concrete curbing and/or the fire lane asphalt). Owners/residents must routinely trim away all such growth to ensure no harm will come to pedestrians. Owners/residents shall also be responsible to eradicate weeds or growth on the curbs and gutters fronting their property.
- c. 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, provided that such plans and specifications clearly indicate the full scope of the landscaping approval sought by the Owner.

ARTICLE 5: REQUIREMENTS FOR CONTRACTORS HIRED BY HOMEOWNERS

The CC&Rs provide the Board of Directors with the authority to adopt reasonable rules for the use, occupancy, and maintenance of the Community; (ii) the general health, welfare, peace, comfort, safety and security of Residents in the Community; and (iii) the interpretation and implementation of the Governing Documents. (See Article 4, Section 4.5 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 hire only licensed and insured 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 unrepaired any damage to fire lanes, adjoining property, etc.), you can submit a complaint to the Contractors State License Board.

The Association's requirements applicable to contractors are:

5.1 Waste Disposal

- a. 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.
- b. 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.
- c. The refuse created by contractors and their employees, such as glass or plastic bottles, aluminum cans, lunch paper cups, napkins, etc. must be disposed of daily in appropriate trash cans. The wind distributes such refuse over the entire Community if it is left on the ground.

5.2 Fire Lane or Drainage Swale/Gutters Cleaning

- a. Contractors are responsible for the cleanliness of those fire lanes or drainage swales/gutters where construction is being performed as well as for adjoining property.
- b. Any damage done to the fire lanes or drainage swale/gutters 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.

5.3 Work Hours. Work may only be performed between the hours of 7:00 a.m. and 6:00 p.m. 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.

5.4 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.

5.5 Water and Electricity Use During Construction. Water or electricity from adjoining property may be used only with that Owner's approval.

5.6 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.

5.7 Pets or Other Animals. Contractors may not bring dogs or any other pets into the Community.

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

ARTICLE 6: REPLACEMENT HOMES AND STRUCTURES

6.1 There are twenty-eight (28) site-built homes that are not Manufactured Homes in the Vista HOA community. The Committee or Board has the authority to approve replacement residences.

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 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 5 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:

- a. 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.

- b. Specifications must clearly define type and kind of materials and description of colors to be used.
- c. 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.
- d. 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.)
- e. All plans and specifications for any kind of above-grade construction must include elevation drawings showing details of design.
- f. 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.
- g. 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.
- h. Setback and Eaves Requirements.
 - i. The walls of all residences and garages must be set back a minimum of 5’- 0” from all property lines. Eaves, gutters and downspouts may extend into the 5’- 0” area.
 - ii. All houses and garages must have eaves with a minimum of 12” overhanging horizontally. Eaves are required on gable ends as well as on sidewalls.
 - iii. 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 downspouts may impinge on the 3’ – 0” setback.
 - iv. The walls of all structures will be authorized to be located as close as 3’–0” from any berm, provided that no portion of those structures other than the eaves gutters and downspouts 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.

- v. When an uphill bank is cut back at the bottom for the purpose of installing a retaining wall, a setback of a minimum of 3' – 0" from the side of the wall nearest to any structure is required. Eaves, gutters and downspouts may extend into the 3'- 0" area. Thorough compaction of fill soil behind the finished wall is absolutely necessary.
- i. 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.
- j. No structure may exceed a height of fifteen (15) feet six (6) inches measured from the finished grade to the highest ridge line, Common Areas excepted.
- k. 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. Second-floor additions to existing residences or second floors in replacement homes are prohibited.
- l. All manufactured 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.
- m. The established, existing grade of lots is not to be altered without express permission from the Committee or Board. Surplus soil must be hauled away daily.
- n. 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 vehicle, i.e., approximately seven feet. Lots which are authorized to have a one vehicle 10' x 20' (or larger) garage plus a one vehicle 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.

- o. Roof gutters and downspouts must be installed on all closed (covered) roofs and connected to an adequate buried drainage system either during construction or not later than six (6) months after move-in.
- p. 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 downspout run off will drain onto the fire lane, not under the fire lane paving or onto 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 six (6) months after move-in.
- q. All hitches, wheels and tongues must be removed from underneath replacement homes sometime during construction.
- r. 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. Replacement homes must cover the prior footprint and temporary homes are prohibited.
- s. 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 will not be required to be removed and replaced by the concrete ramp so long as they continue in conformance with these six (6) requirements:
 - i. The plates must have a roughened top surface to ensure acceptance as a non-slip surface.
 - ii. The plates may not extend onto the asphalt.
 - iii. 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.
 - iv. Plates must be maintained in a clean, secure and well-attached manner. The Owner/resident is responsible for ensuring the area under the driveway plate is clear of debris so as not to inhibit the free flow of water in the gutter.
 - v. The total plate length must be no less than the total driveway width and gaps between plates may not exceed 1/4".

- vi. Future gutter plate designs are to be submitted by the Architectural Committee to the Board.
- t. 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.

ARTICLE 7: RECREATIONAL VEHICLE PARKING RULES AND REGULATIONS

7.1 Use of the recreational vehicle storage lot ("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 the Board.

Only recreational vehicles that have been approved may park in the RV Parking Facility. All other recreational vehicles must be parked off-site.

7.2 Vehicles that may be parked in the RV Parking Facility ("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.

7.3 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. 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.

7.4 While an RV is parked, at least two (2) wheels on opposite ends of the same axle must be blocked to ensure that the RV will not move if there is a brake or parking lock failure.

7.5 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 Facility. Driving pins through stop blocks and spreading pads will not be allowed.

7.6 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 RV 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). RV owners will be responsible for the maintenance and appearance of their load spreading pads.

7.7 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 through 15, 19 through 21, 29 and 30 are wide enough to accept wide (102") RVs. All other spaces will accept standard-width RVs (96").

7.8 There is no guarantee an RV will be accommodated.

7.9 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 in the space along with the assigned RV so long as both the RV and the trailer moving dolly can fit wholly within the marked parking space.

7.10 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. The responsible Lot Owner 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. Ultimately, the Lot Owner may be assessed and shall be liable for any fines, penalties and other sanctions assessed for such a violation.

7.11 The discharge of propane, gasoline, oil or holding tank fluid is forbidden. Only potable water may be discharged. The responsible Lot Owner will be responsible for any cleanup or damage caused by forbidden discharge.

7.12 Only one RV per Lot may be parked in the RV Parking Facility, subject to availability. Resident Owners have first priority to park RVs in the RV Parking Facility. Resident tenants have second priority to park RVs in the RV Parking Facility. Non-resident Owners with no occupants in their Lot have last priority to park RVs in the RV parking Lot. If all the RV parking spaces are already reserved, to be placed on the waiting list, the applicant must own an RV as defined in Section 7.2, a. and b and must be an Owner or resident of a Lot within the Community. Each RV must be taken out of the RV Parking Facility at least once every six (6) months and must be out of the RV Parking Facility for a total of at least thirty (30) days each year.

7.13 Subsequent assignments of any RV parking will be in accordance with the following rules, conditions and criteria.

- a. A blank application form for requesting assignment of an RV parking space will be furnished to an applicant upon his/her 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 or resident. Only one (1) application for an RV parking space can be in effect for any one 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 a Lot. No Owner or resident 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 the 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 Lot.
- 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 at any time 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 a longer space to 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 bypassed and remain at the top of the list only if the available space is not long enough for the RV he/she plans to purchase. This exception will not be made if the space will accommodate an RV of 32 feet in length.

7.14 When an Owner who has an assigned RV parking space sells his/her RV that Owner must vacate the assigned space within thirty (30) days from the day that the RV title is transferred, unless the Owner submits proof of purchase of a qualified replacement RV that will fit in the previously-assigned space. There will be no grace period beyond the thirty (30) days.

7.15 If an Owner with an assigned parking space replaces his/her RV or modifies 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 Owner must vacate the RV space and his/her name will be placed at the top of the waiting list to wait for the availability of an adequate space.

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

CONDITION: If the Owner obtains their parking space through bypassing an Owner higher on the waiting list, the Owner's name will be kept on the waiting list in their original relative position below the bypassed 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 Owner's position number will be shown in "()" to indicate that they were assigned a space through bypassing.

7.17 When an Owner who has an assigned parking space sells their Lot, that Owner must vacate the assigned RV space within thirty (30) days from the day the property title transferred unless that Owner submits proof of purchase of another Lot within the Community. There will be no grace period beyond thirty (30) days.

7.18 NO VEHICLE MAINTENANCE EXCEPT EMERGENCY REPAIRS OF ANY RV IS PERMITTED ON THE RV PARKING FACILITY *WITHOUT* PRIOR WRITTEN APPROVAL OF THE RV COMMITTEE.

7.19 Known violations of these rules will cause the responsible Lot Owner and 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 RV owner's expense.

7.20 The Association is not responsible for any loss, damage or theft of an RV or damage to other RVs or to Association property. Assignment of an RV parking space to an Owner is contingent on his/her acceptance of this condition, along with proof of adequate insurance coverage. Due to possible damage to an RV and liability to the Association, use of any Association electrical outlets is prohibited. The RV Parking Facility 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 Facility.

7.21 No exceptions to these Rules will be made for persons who use an RV for their daily transportation.

7.22 No one is allowed to sleep and/or temporarily or permanently reside in any vehicle while it is parked in the RV Parking Facility.

7.23 No littering is permitted in the RV Parking Facility. All trash must be placed in designated waste containers.

7.24 No loud noise creating a nuisance shall be allowed.

7.25 All vehicles parked in an RV space must be in operating condition at all times.

7.26 The above rules will be administered by the Chairperson of the RV Committee, subject to the approval of the Board.

EXHIBIT “A” ENFORCEMENT AND FINE POLICY

ENFORCEMENT AND FINE POLICY
VISTA HOMEOWNERS ASSOCIATION
a California nonprofit mutual benefit corporation

Adopted on June 18, 2026

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ENFORCEMENT AND FINE POLICY
VISTA HOMEOWNERS ASSOCIATION
a California nonprofit mutual benefit corporation

This policy is an Operating Rule as defined in the Davis-Stirling Common Interest Development Act and, to the extent it conflicts with any previous Operating Rules, supersedes and prevails over such previous rules. All Operating Rules, whether characterized as rules, policies, procedures and otherwise are subject to the provisions of the Fifth Restated Declaration of Covenants, Conditions, and Restrictions currently in effect for this Association.

ARTICLE 1: ENFORCEMENT AND FINE POLICIES

Contingent upon the nature, seriousness and history of the violation, the Association will generally adhere to the following enforcement procedures but the Board of Directors (“Board”) is not required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law and the governing documents, determine what remedy to pursue and at what time. Depending on the severity and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. Immediate legal action may be sought in the form of a temporary restraining order (“TRO”) and/or preliminary injunction where appropriate.

1.1 Enforcement Procedure.

- a. *Report of Alleged Violation:* Any Member, director, manager or rules enforcement personnel claiming a violation occurred must submit a written report to the Board at a Board meeting, or to the Association’s community manager during regular business hours. A sample Alleged Violation Report is attached as Exhibit A to this policy which may, but is not required to be used. No verbal or anonymous reports will be considered unless the information can be independently verified. If directly witnessed, alleged violations may also be reported by the community manager or Board members. All written reports will be held in confidence to the extent practicable and permissible by law. However, in the event the Member alleged to be in violation exercises their right to due process; they may have the right to examine the evidence against them and discover the identity of the person who reported the alleged violation. Members are responsible for violations of the governing documents committed by their family members, residents, tenants, agents and guests.
- b. *Courtesy Notice:* After receipt of a reported violation, the Association may issue a courtesy notice of the alleged violation to the responsible Member. The courtesy notice will identify the alleged violation and will request that the Member cure the same within a stated deadline, which will be a reasonable period of time, considering the nature and seriousness of the alleged violation. Depending on the seriousness of the alleged violation, no courtesy notice or warning is required to be given before the Board initiates disciplinary action.

- c. *Determination of Merit:* Prior to imposing a fine or other disciplinary action, the Board must determine if an alleged violation appears to have merit. Nothing in this policy obligates or requires the Board or authorized enforcement committee to take any action against individual Members. The Board, in making this decision, will take into account the facts of each circumstance and determine the costs and benefits of taking action.
- d. *Notice of Alleged Violation:* If the violation is not cured by the deadline imposed in the courtesy notice, or if the Board determined to not send a courtesy notice, the Board may send a notice of intent to impose discipline to the Member stating the nature of the alleged violation(s), the provision(s) of the governing documents violated and the Member's right to appear before the Board at a hearing. The notice of intent to impose discipline will be provided to the Member at least ten (10) calendar days by either personal delivery or individual delivery, before imposing a monetary penalty (fine) and/or any other discipline. The notice must include the date, time, and place of the hearing. The notice must also inform the Member that they can cure the alleged violation before the hearing and include information about how and when the alleged violation can be cured. The notice must also inform the Member that if curing the alleged violation will take longer than the time between the notice and the hearing date, the Member can provide a financial commitment to cure the alleged violation. A sample Notice of Intention to Impose Discipline is attached to this policy as Exhibit B. This notice may, but is not required to be used.
- e. *Hearing in Executive Session:* All disciplinary hearings with the Board will be held in executive session and may be in person, by videoconference, and/or teleconference. The Member responsible for the alleged violation may be heard, orally or in writing and may present documents. The Board may, but is not required to reschedule the disciplinary hearing if the Member is not available to attend. Unless the Board determines to reschedule the hearing, the hearing will occur if the Member fails to respond to the hearing notice and/or appear at the hearing.
- f. *Take Action:* If the Member cures the alleged violation before the hearing in the manner set forth in the hearing notice or in a manner otherwise acceptable to the Board, or provides a financial commitment to cure the alleged violation, the Board will not impose disciplinary action. If the Member is found to have violated the governing documents, the Board may take any appropriate action allowed under the governing documents or the law, such as:
 - i. Sending a "cease and desist" letter;
 - ii. Imposing monetary penalties (fines);
 - iii. Allowing the Member additional time to correct any ongoing violations;

- iv. After further notice and hearing, imposing a reimbursement assessment upon the Member for the costs and expenses of gaining compliance, including attorneys' fees, when allowed by the governing documents or law;
 - v. Suspending membership privileges, such as recreational common area use rights (but not Member voting rights), effective no sooner than five (5) days after the notice of disciplinary action required by Civil Code § 5855(f) or any successor statute;
 - vi. Initiating Internal Dispute Resolution and/or Alternative Dispute Resolution in the manner provided by the Association's governing documents and the law;
 - vii. Seeking any legal remedy, including, without limitation, seeking a restraining order and/or injunctive relief, or imposing a lien and/or foreclosing on the Member's property, where allowed by law;
 - viii. Taking no disciplinary action when circumstances warrant.
- g. *Give Notice of Decision:* The Member, but not the complaining party, must be notified of any disciplinary action taken by the Board within fourteen (14) days following the action. If, after the hearing, the Board and Member are not in agreement, the notice must inform the Member that they can request Internal Dispute Resolution in the manner provided by the Association's governing documents and the law.
 - h. *Agreement After the Hearing:* If, after the hearing, the Board and Member are in agreement about how to resolve the violation, the Board must draft a written resolution. The written resolution will be binding on the Association and judicially enforceable so long as it is not in conflict with the law or governing documents, and is signed by the Board and the Member.

1.2 Monetary Penalty (Fine) Schedule and Policies. The fine schedules for violations are as set forth below.

- a. One Hundred Dollars (\$100.00) per violation. "Violation" means each occurrence of noncompliance with the Association's governing documents.
- b. Any violation that may result in an adverse health or safety impact on the common area or another Member's property:
 - i. For the first violation, the responsible Member will be subject to a monetary penalty not to exceed \$5,000.00.

- ii. For the second violation of the same provision of the governing documents, the responsible Member will be subject to a monetary penalty not to exceed \$7,500.00.
 - iii. For the third or subsequent violation of the same provision of the governing documents, the responsible Member will be subject to a monetary penalty not to exceed \$10,000.00.
 - iv. Before imposing a fine pursuant to this subsection (b), the Board must, at an open Board meeting, make a written finding specifying the adverse health or safety impact.
- c. All monetary penalties (fines) are due upon notice given and are delinquent fifteen (15) days after they become due. Late fees and interest will not be charged for fines.

1.3 Reimbursement Assessment. If a violation is found which causes the Association to incur a financial obligation or expense, then the Member responsible for the violation will be subject to a reimbursement assessment in the amount of the obligation or expense incurred by the Association after proper notice and a hearing to the extent allowed by the governing documents or law. Reimbursement assessments are due within 30 days after providing notice to the Member and are delinquent fifteen (15) days after they become due.

1.4 Remedies. The violation procedures in this policy are separate from, and not a prerequisite to, legal proceedings. The Board has the sole discretion to determine whether to pursue discipline or legal proceedings, or both, in any particular case. If a lawsuit is filed, the Member may be liable for the Association's attorney's fees and costs. Unless prohibited by other governing documents, and when permitted by law, the Association may take legal action or correct, remedy or cure an alleged violation, and seek a reimbursement assessment against the Member, or file a memorandum of costs or motion for attorneys' fees to recover costs, expenses and attorneys' fees incurred by Association.

Exhibit A
ALLEGED VIOLATION REPORT

Date of Report: _____

1. **Person Making Report
(Complainant)**

Name: _____
Address: _____
Phone No: _____
Email: _____

2. **Time, place and nature of alleged violation (to the extent known)**

Date: _____ Time: _____ Location: _____

Nature of Alleged Violation:

3. **Description of Alleged Violator (if known)**

Name: _____
Phone: _____
Address: _____

4. **Additional Witnesses (continue on back as needed)**

Name: _____
Address/Phone/Email: _____
Name: _____
Address/Phone/Email: _____

5. **Other Evidence (Photographs, Documents, Etc.) Supporting the Alleged Violation
(continue on back as needed)**

6. **Specific Governing Document Alleged to be Violated (Cite exact provision(s) of Declaration
of Covenants, Bylaws, Rules or Regulations violated)**

7. **Original Complainant**

(Signature)

Exhibit B
NOTICE OF INTENTION TO IMPOSE DISCIPLINE

To Member: _____

Please be advised that you are given notice that the Board of Directors ("Board") will hold a hearing on:

_____ (Date)
_____ (Time)
_____ (Place)
_____ (Other i.e., Zoom)

to consider the imposition of a monetary penalty (fine), suspension of membership privileges, such as the right to use recreational common area, but not Member voting rights, or other permissible discipline or action against you concerning an alleged violation of the Association's governing documents, that is:

You have the opportunity to cure the alleged violation prior to the hearing. If you cure the alleged violation prior to the hearing, the Board will not impose discipline. If curing the alleged violation will take longer than the time between the date of this notice and the hearing and you provide a financial commitment to cure the alleged violation, the Board will not impose discipline.

You may attend the hearing and be heard orally or in writing before the Board. The hearing will be held in executive session, whether you are present or not and whether you contest the alleged violation or not.

Please acknowledge your receipt of this notice and indicate, by checking one of the boxes below, whether or not you will contest the alleged violation.

Very truly yours,

BOARD OF DIRECTORS

I acknowledge receipt of this notice and:

☐ I do not oppose the alleged violation.

☐ I oppose the alleged violation.

Date

Member Signature

EXHIBIT "B" MAILBOX SUPPORT POST INSTALLATION

MAILBOX SUPPORT POST INSTALLATION

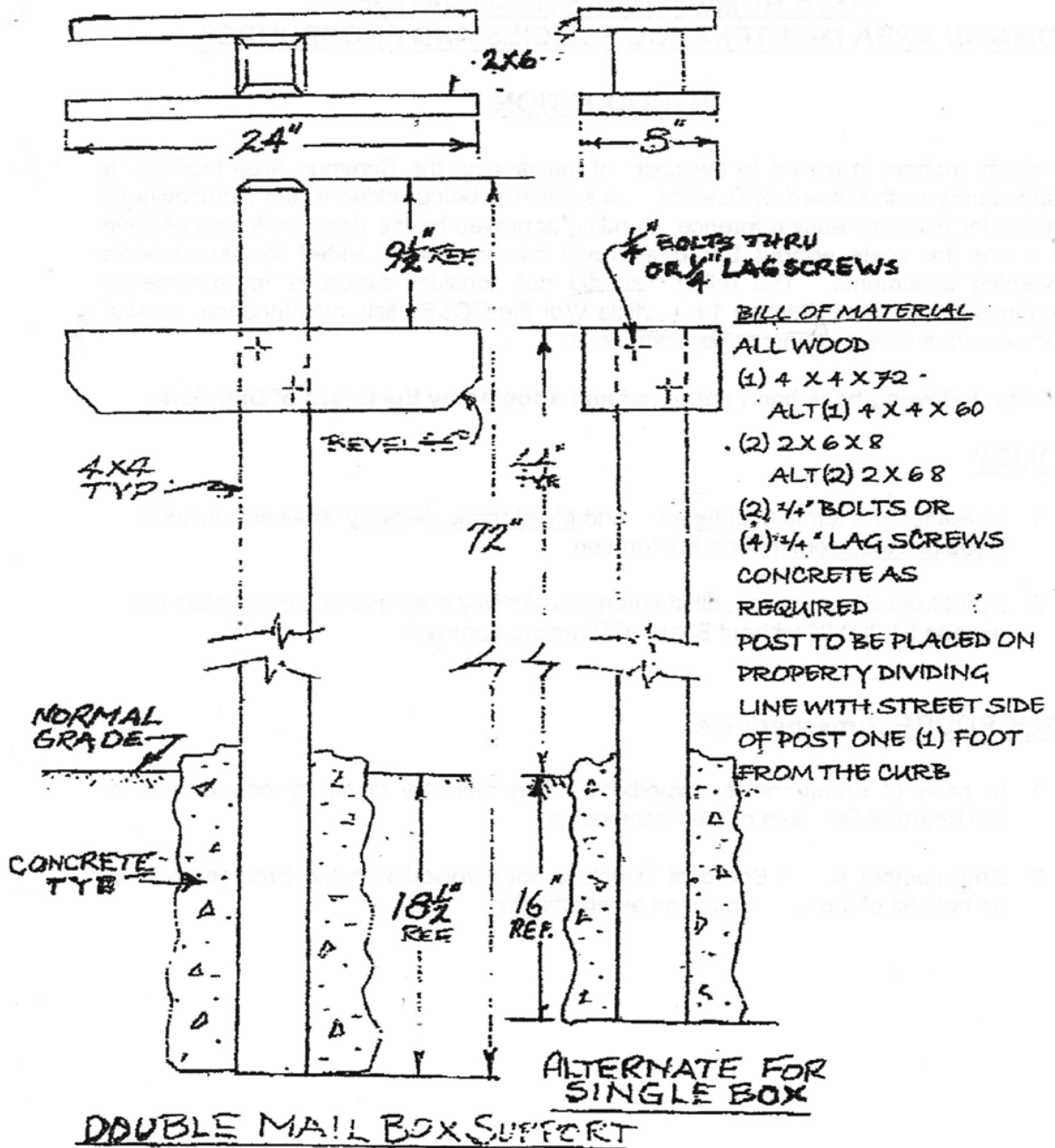


EXHIBIT "C" CURB/GUTTER REPLACEMENT

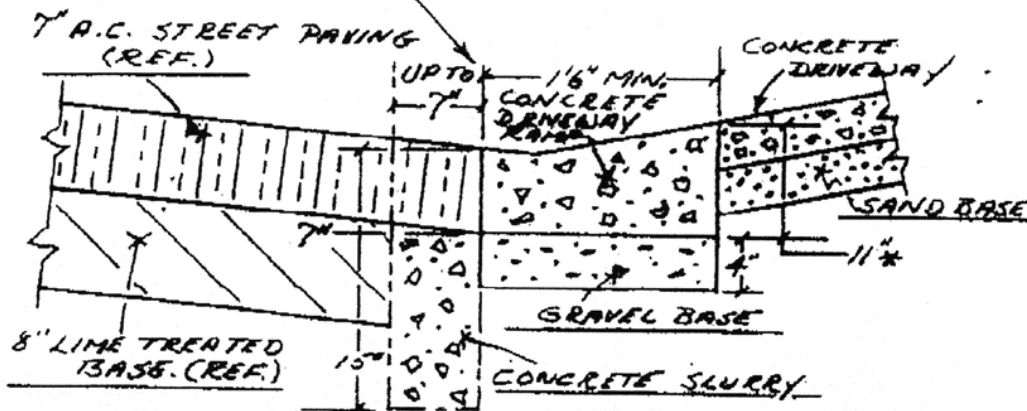
CURB / GUTTER REPLACEMENT

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.

EXHIBIT "D" TENANT REGISTRATION FORM

All tenants must be registered with the Association prior to move-in and must be provided with copies of the CC&Rs, the Associations Bylaws and the Rules & Regulations by the Lot 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:	Mobile Phone:
	Email address:
Name:	Home Phone:
Signature:	Mobile Phone:
	Email Address:

LESSEE'S / RENTER'S INFORMATION	AGE	PHONES/Email
Name:		Home:
Signature:		Mobile Phone:
		Email Address:
Name:		Home:
Signature:		Mobile Phone:
		Email Address:
Name:		Home:
Signature:		Mobile Phone:
		Email Address:

ADDITIONAL OCCUPANTS	AGE	PHONES/Email
Name:		
Name:		

Pets: _____ Breed: _____

Date CC&Rs, Bylaws 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 Amy Hawkins at Menas HOA Management
7592 Metropolitan Dr., #401
San Diego, CA 92108
ahawkins@menas.com