

**RULES & REGULATIONS**

**VISTA LA CUESTA**  
**MAINTENANCE CORPORATION**

**Rules - Adopted by the Board of Directors on December 1988**

**Rules – Amended by the Board of Directors on February 1992**

**Portable Basketball Backboards - Revised and Adopted by the Board of Directors on March 8, 2004**

**Parking Rules - Revised and Adopted by the Board of Directors on March 1, 2006**

**Parking Rules - Revised and Adopted by the Board of Directors on April 13, 2009**

**General Rule Update– Amended by the Board of Directors on July 22, 2015**

**Parking Rules – Revised and Adopted by the Board of Directors on January 24, 2017**

**Parking Rules – Revised and Adopted by the Board of Directors on June 27, 2017**

**Parking Rules – Revised and Adopted by the Board of Directors on September 28, 2021**

# VISTA LA CUESTA MAINTENANCE CORPORATION

## RULES & REGULATIONS

### TABLE OF CONTENTS

	<b>Page</b>
<b>Section I - General.....</b>	<b>3</b>
<b>Section II - Violations .....</b>	<b>4</b>
<b>Section III - Trash .....</b>	<b>5</b>
<b>Section IV – Personal Conduct .....</b>	<b>5-6</b>
<b>Section V - Pets .....</b>	<b>6-7</b>
<b>Section VI – Speed Limit.....</b>	<b>7</b>
<b>Section VII – Vehicles &amp; Parking.....</b>	<b>8-10</b>
<b>Section VIII – Pool/Spa Rules.....</b>	<b>11-12</b>
<b>Section IX – Violation Enforcement Policy .....</b>	<b>13-15</b>
<b>Section X – Fine Schedule .....</b>	<b>16</b>
<b>Exhibit A – Rules &amp; Violation Report .....</b>	<b>17</b>

## **Section I**

### **General**

The Rules and Regulations (R&R's) herein were originally adopted by the Board of Directors in December 1988, subsequently amended by the Board of Directors per the change history listed on the cover sheet. They become effective immediately upon their receipt. You are responsible, as an Association member and homeowner, to read and understand these R&R's, to inform all members and your family, your guests, your tenants of these R&R's and be sure that they understand them and abide by them, for they are binding on the community. Each Owner is responsible for the conduct of his/her family members, guests, tenants, and invitees.

These R&R's address the most common provisions in the Association's Declaration of Covenants, Conditions and Restrictions (CC&R's). However, the R&R's do not list all items covered in the CC&R's, nor do they amend, supersede or delete any provisions in the CC&R's. You are responsible for reading the CC&R's to familiarize yourself with them and comply with them.

The policies established herein are for the purpose of promoting an enjoyable lifestyle for all community members, and to present an aesthetically pleasing community. Your cooperation in understanding and complying with the R&R's will allow all residents to share in the community pride that living at Vista La Cuesta generates, along with increased property values that accompany a well-maintained community.

If you, as a homeowner, have any concerns, questions, suggestions or problems, please do not hesitate to attend the monthly Board meeting or, if any immediate contact is needed, contact the Association's managing agent as follows:

Accell Property Management, Inc.  
23046 Avenida de la Carlota, Suite 700  
Laguna Hills, CA 92653  
(949) 581-4988/(949) 581-9785 Fax

## Section II

### Violations

All homeowners, residents and guests are required to abide by the R&R's, Architectural Guidelines, the CC&Rs, Bylaws, and the Association's other governing documents (collectively, "Governing Documents"). Any violation of the Governing Documents may result in enforcement action by the Board of Directors.

The Board of Directors has instructed the Association's management company ("Management") to require all persons within the Vista La Cuesta properties to comply with these R&R's and other Governing Documents.

Each resident has a right and duty to report violations, in writing, to Management. If there is a violation, Management has been instructed to do any of the following:

- A. Obtain names and addresses of violators and report to the Board of Directors.
- B. Call upon a law enforcement agency for assistance, as necessary.
- C. In the case of children, make a reasonable effort to contact their parents or host immediately, prior to taking the action called for in (B) above.

The enforcement procedures and Fine Schedule are set forth in Section IX below

**IF FAILURE TO CORRECT A VIOLATION RESULTS IN LEGAL ACTION,  
THE OWNER SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED.**

## Section III

### Trash

1. All trash is to be placed in a suitable container as provided by the designated trash collection company.
2. Trash shall not be placed at pick-up point earlier than 7:00 p.m. of the night before pick-up and containers shall not be left outside for more than twelve (12) hours after pick-up (or 9:00 a.m., whichever is later).
3. No vehicle oil, flammable liquids or toxic items are to be disposed of in trash containers.
4. Large discarded items, such as old furniture, mattresses, et cetera, should be disposed of properly at a junkyard, or disposal area off the property. All large items left for charitable pick-up should not remain outside for more than 24 hours.
5. No trash, recyclable collections or debris is to be left in any area that is visible to others, such as walkways, decks, patios, common areas, et cetera.

## Section IV

### Personal Conduct

1. Residents of Vista La Cuesta shall be aware at all times that noise can be a problem anytime and particularly during the summer when residents' windows are open. Please be considerate of those living close to you and keep noise volumes as low as possible. Please refer to Article VI, Section 6.03 of the Association's CC&R's which states, "No noxious or offensive trade or activity, including, without limitation, excessive or unreasonable electronic music or barking, shall be permitted upon any part of the Covered Property, nor shall anything be done thereon which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Residence, or which shall in any way increase the rate of insurance on any other Condominium or the Covered Property."
2. There shall be no littering or disposing of any oil or liquid or other items that are toxic in nature.
3. Climbing upon trees, gates, fences and roofs is prohibited at all times.
4. No skateboards, bicycles, roller-skates, roller-blades, motorbikes, motorcycles, scooters or ATV's shall be operated on any **landscaped areas**.
5. The following regulations must be adhered to when riding a gas-powered scooter: (1) must ride at or below the posted speed limit, (2) must be sixteen years of age or older, (3) must have a valid driver's license or

instruction permit, (3) must not have any passengers in addition to the operator, (4) the scooter must be equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement, (5) must have muffler on the vehicle, (6) must wear a helmet, (7) must not ride on sidewalks, except as necessary to leave or enter an adjacent property, and (8) must not leave a motorized scooter lying on its side on any sidewalk, or park a motorized scooter on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic. Please refer to Article VI, Section 6.14 of the Association's CC&R's which states, "The Local Government shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections on any private streets contained within the Covered Property."

6. No unregistered vehicles shall be operated within the confines of Vista La Cuesta.
7. Portable basketball backboards are permitted in the common area, including driveways, only during the hours of 8:00 a.m. and 10:00 p.m. daily and only when in use. Basketball backboards must be stored **out of sight from all common areas** from the hours of 10:00 p.m. and 8:00 a.m. daily or when not in use.
8. Each owner is responsible for payment of costs and repairs for all damage to Vista La Cuesta property caused by the owner or the owner's family members, guests, tenants, invitees, pets, or any occupant of the owner's unit.
9. As applied to living units specifically, the owners shall reconstruct any damage to or destruction of property as soon as it is reasonably practical, in accordance with the original plans and specifications or approved modifications thereof. As to the common area, each owner is liable to the Association and shall reimburse it for any expenditures made to repair damage to replace item(s) damaged by the owner, the owner's family members, guests, tenants, invitees, pets, or any occupant of the owner's unit.
10. We as residents must keep these items in mind and strive towards a common goal of a reasonable and productive community.

## Section V

### Pets

1. Each unit will be allowed to keep two (2) dogs, cats or other small household pets, subject to the approval of the Board of Directors. No pets may be kept, bred, or maintained for any commercial purpose.
2. No pets may interfere with the rights of other residents to the quiet and peaceful enjoyment of their property.
3. Dogs must be kept **on a leash** at all times while in the common areas.
4. It is the responsibility of the pet owner to clean up after their pet if the pet soils on any of the common area or if the pet gains access to another resident's patio or yard.
5. Pet owners must keep their patio and/or balcony areas clean and sanitary, so as not to create offensive odors or attract other animals.
6. Residents are to be responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant, the owner of the unit is responsible. Any immediate repair cost will be paid for by the Association and billed to the owner.
7. Pets are not allowed **at any time** within the confines of the pool or spa areas.
8. Residents who are disturbed by animals are urged: (1) first to contact the owner of the animal and, if unsuccessful, (2) contact the Animal Control Department at (949) 249-5160 and (3) write to the Association.
9. Exceptions to the foregoing rules may be permitted if necessary as a reasonable accommodation for a disabled person
10. All pets are subject to all City, County and State ordinances.

## Section VI

### Speed Limit

Due to the confined nature of the streets in Vista La Cuesta and primarily due to the safety consideration for children and others, drivers are to remain alert for pedestrian traffic who **always** have the right of way. This will be strictly enforced. The maximum speed allowed in any area of Vista La Cuesta **is 10 mph**. Violation of the speed limit may result in a warning letter and/or fine in accordance with the Violation Policy.

## Section VII

### Vehicles and Parking

**THE BOARD OF DIRECTORS HAS THE AUTHORITY TO TICKET, FINE AND/OR TOW ANY VEHICLE, WHICH IS IN DIRECT VIOLATION OF THE FOLLOWING REGULATIONS. IF A DETERMINATION IS MADE TO TOW A VEHICLE, THE OWNER OF THE VEHICLE SHALL BE RESPONSIBLE TO PAY THE IMPOUND FEES TO REGAIN POSSESSION OF THE VEHICLE.**

Management is not responsible for any damage to a vehicle should it be towed. All claims of damage should be directed to the towing company. The Board is legally entitled to the above power under the California Vehicle Code, Section 22658.

#### Parking Rules:

1. For the purposes of these parking rules, "street" shall be defined as the following: that portion of the roadway extending from raised portion of driveway or curb to the opposite raised portion of driveway or curb excluding any designated parking space.
2. All areas of the community streets are fire lanes other than designated parking spaces. No vehicle, including those owned by guests or residents, shall, at any time, be allowed to park on community streets except in designated spaces. Vehicles in violation may be immediately towed at vehicle owner's expense.
3. Shared driveways are fire lanes and no vehicle may be left unattended on them. Vehicles in violation may be immediately towed at vehicle owner's expense.
4. No vehicle may be parked in a fire lane, within fifteen feet (15') of a fire hydrant on the street or within three feet (3') of a fire hydrant on a driveway. Vehicles in violation may be immediately towed at vehicle owner's expense.
5. No vehicle may be parked in a manner that blocks an entrance or an exit to the association or to another person's garage. No parking shall be permitted which may obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard. Vehicles in violation may be immediately towed at vehicle owner's expense.
6. The following criteria must be followed in order to park on your driveway:
  - A. Your driveway must begin at the garage door and finish directly at the street; no parking is permitted on shared driveways designated as fire lanes or connected driveways.
  - B. Vehicles parked perpendicular or parallel in the driveway must have all four tires on the concrete and not over hang onto the black top.
  - C. No vehicle may be parked diagonally in the driveway.



- D. Prior to parking a vehicle parallel in the driveway, at least one vehicle must be parked in the homeowner's garage. Any vehicle parked parallel on the driveway must have a valid permit.
  - E. Please be advised that any damage to the common area landscape will be assessed to the individual homeowner's account.
7. No vehicle may be parked in a manner in which any portion of the vehicle obstructs any sidewalk or street. Vehicles "hanging over" the street in any manner (i.e., bumper, mirror, etc.) will be deemed in violation and may be towed immediately at vehicle owner's expense.
  8. No commercial vehicles are allowed in the association common area unless providing services to residents. Commercial vehicles are defined as, but not limited to, vehicles with any of the following attributes:
    - Greater than 3/4 ton capacity
    - Logos
    - Telephone numbers
    - Company name(s)
    - Racks
    - Ladders
    - Tool Boxes
  9. No recreational vehicles may be parked on the association common area (e.g., streets, alleys, or other areas) or otherwise within the community, unless placed or maintained within an enclosed area, or unless obscured from view of adjoining Residences, streets, and alleys. Recreational vehicles are defined as, but not limited to, the following:
    - Motor homes
    - Trailers of any type
    - Boats
    - Personal watercraft
    - Aircraft
    - Campers
    - Buses
    - Vehicles larger than seven feet (7') in height or greater than 124 inches in wheelbase
  10. No vehicle repair, restoration, painting or maintenance is allowed in the common area or on the properties, unless performed within a completely enclosed garage or other structure located on the owner's property which completely screens the sight and sound of such activity from streets, common area and neighboring Residences. Inoperable vehicles, or those under restoration or repair, shall not be parked or stored in any common area parking space or in any garage which would prevent the parking of the owner's operational vehicle.
  11. No vehicle may be parked in the common area leaking any fluid other than water.
  12. All California Vehicle Codes are enforceable in the association common area.

13. All unassigned parking spaces (excluding assigned numbered parking spaces and driveway parking) are available on a first-come, first-served basis, provided that the vehicle has a valid parking placard or safelisting. Parking placards and safelisting are not required between the hours of 7:00 a.m. and 10:00 p.m. Vehicles may not be parked continuously in the same parking space for periods greater than 48 hours, whether or not it has been safelisted.
14. To SAFELIST your guest's vehicle, call the patrol company at any hour and request a SAFELISTING or visit the patrol company's website and follow the provided instructions. You will be asked for the description of the guest vehicle and the license plate number. No vehicle will be SAFELISTED without a license plate number. Each residence will be granted thirty (30) safelisting days per 180-day period. Any vehicle tow will be at the vehicle owner's expense.
15. Each unit is entitled to one (1) uniquely numbered parking placard. Residents must complete a parking permit form validating identity and acknowledging receipt of the parking placard prior to issuance. Tenants are required to obtain homeowner authorization to complete the form. Residents who have a two (2) car garage are required to regularly maintain the garage in a manner that accommodates parking for one (1) vehicle. Discovery of vehicles parked in unassigned spaces and/or parallel to garage doors in driveways without a vehicle parked in the garage may be subject to citation and may be towed at the vehicle owner's expense upon issuance of a third citation. Spot inspections of garages may be conducted by the patrol company. If it is discovered that the garage is not being utilized as aforementioned, the Board of Directors may invalidate the permit in accordance with the Violation Policy. The privilege to obtain a parking permit or park a vehicle parallel in the driveway may be invalidated after notice and hearing where it is discovered that the resident's garage is not being utilized for parking of at least one (1) vehicle as required by these Parking Rules. Replacement placards require completion of a new parking permit form and a \$50.00 replacement fee.
16. Vehicles parked parallel to the garage door within the driveway must display a parking placard that correlates with the Residence in which it is parked in front of.
17. Residents are responsible for their guests' parking.
18. No unregistered or vehicles with expired registration shall be stored within the confines of Vista La Cuesta.
19. Vehicles parked without permission in a designated parking space (i.e. labeled Reserved #) may be immediately towed at vehicle owner's expense. The owner is responsible to coordinate and sign for the towing of any vehicle from their deeded space.
20. Unless otherwise stated, any vehicle in violation of the above provisions will be subject to citation and may be towed upon issuance of the third citation within a 180-day period.

## Section VIII

### Pool/Spa Rules

The pool/spa area is exclusively for the use of residents or tenants, provided that the following rules are observed at all times while in the pool/spa area:

1. Pool/spa hours shall be:

Sunday-Thursday: 8:00 a.m. to 10:00 p.m.

Friday-Saturday: 8:00 a.m. to 11:00 p.m.

Holidays: 8:00 a.m. to 11:00 p.m.

Anyone in the pool/spa area before or after hours OR entering by climbing a fence is trespassing.

2. Gates to the pool/spa area must be closed at all times. It is your responsibility, when entering and leaving the area, to be sure that the gate closes and locks behind you. This is to comply with California law and insurance regulations.
3. For health and safety purposes, no child under the age of fourteen (14) will be allowed in the pool/spa area unless accompanied by a parent or guardian over eighteen (18) whom is a capable swimmer, and who will ensure compliance with the pool rules.
4. Because of health hazards, children under the age of ten (10) should not use the jacuzzi.
5. To protect the filter equipment, please use suntan lotion only - no oils or Vaseline.
6. Owners and guests must place towels over pool furniture when using suntan lotions. Furniture in pool area may not be removed.
7. Nudity is not permitted. Conventional swimwear needs to be worn by everyone; no cut-offs, no wetsuits. Babies must wear plastic swim pants in addition to diapers. Soiled diapers must be taken home for disposal. Do not place in restrooms or recreation area trash receptacles.
8. No glass objects of any kind are permitted in the pool/spa area.
9. No pets are allowed in the pool/spa area at any time.
10. Guests must be accompanied by a resident at all times when using the pool/spa facilities.
11. General rules of good conduct should be observed at all times. This includes no running, pushing or boisterous behavior. Radio volume and voices should be kept at a minimum level. This is especially important during late evening and early morning hours.

12. Bicycles, roller skates, roller blades, scooters and skateboards are not permitted in the pool or spa area. In addition, no surfboards, scuba gear or wheel toys are allowed in the pool area.
13. Persons with skin disorders, communicable diseases or open wounds are not allowed in the pool or spa.
14. All trash must be placed in proper receptacles.
15. Reserving pool furniture with a towel for later use is strictly prohibited. Your right to the use of a chair is limited to the time you are actually using the furniture.
16. Safety equipment is to be used for emergency purposes only.
17. Absolutely no foreign substances, such as bubble bath, soap, beer, et cetera, may be added to the pool or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and any incurred costs due to pool or spa damage in accordance with the Violation Policy.
18. Posted regulations for the pool/spa area must be obeyed.
19. Owners transfer all their rights to the use of the pool facilities when their units are rented, leased or occupied by a non-owner.
- 20.20. All persons within the pool area are to be with a resident who has an operable pool key for Vista La Cuesta. Upon request, any person without an operable pool key is subject to removal from the pool area. The Association's patrol service is available to respond to resident calls of service to clear the pool area. Alternatively, if the non-resident is not cooperative, the Sheriff's Office can be contacted to handle the situation.
21. No loud noise, screaming or loud music is permitted.
22. If the pool/spa rules are not observed, you may be required to leave the pool area and your pool privileges may be revoked.
23. Barbecue/pool/spa areas must be cleaned up after each use. Please be sure to shut off the gas to the barbecue after use.
24. Smoking/vaping is not permitted anywhere within the fenced enclosure of the pool/spa area.
25. Management maintains a list of members with suspended privileges. Residents from a unit on the suspended list may not enter the recreational facility, including as a guest of another resident.

## Section IX

### **Violation Enforcement Policy**

The Association, acting through the Board of Directors, may, in its discretion, pursue enforcement by administrative action (e.g., warning letter, hearing, fine, suspension of privileges, self-help, or other disciplinary action) or by legal proceedings. The Association may, in the Board's discretion, enforce correction of a violation of the Governing Documents by pursuing any one or combination of the remedies described below, including proceeding immediately with fine proceedings, suspension of privileges, implementing correction of the violation, Alternative Dispute Resolution, or legal action, if the Board determines such action is appropriate. All available remedies are cumulative.

#### **A. Initial Courtesy Letter.**

After receiving written notice of an alleged violation of the Association's Governing Documents, or if a violation is observed by management, a courtesy letter may be sent by Management requesting the owner and/or resident to correct the violation. The notice shall describe the violation and request that the owner and/or resident correct the condition within a reasonable time specified in the notice. If the courtesy notice does not bring about voluntary compliance, the Association may, as described herein, compel the owner and/or resident's compliance through the use of such remedies the Board deems appropriate and available in law or in equity, including but not limited, imposing a monetary fine or other monetary penalties, suspension of voting rights and privileges, performing required maintenance and charging the owner for the cost thereof, subject to the notice and hearing procedures set forth in this Policy, and/or pursuing preliminary dispute resolution, alternative dispute resolution proceedings, or other authorized action.

#### **B. Violation Letter/Hearing Procedures.**

If a courtesy letter is sent and the owner and/or resident does not correct the violation, or if the Board determines, in its discretion, to proceed with a violation hearing letter as the first notice, the Board of Directors may impose a fine, suspend Membership privileges, and/or determine to implement corrective maintenance and charge the owner for the cost thereof, after the owner is offered an opportunity to be heard on the matter. The violation letter shall substantially contain the following information:

- (1) A brief description of the alleged violation and if a continuing violation, the date by which the violation must be corrected;
- (2) Provide notice of a hearing date where the owner shall have an opportunity to be heard by the Board to explain why disciplinary action for the violation should not be imposed. No fine or other disciplinary action shall be levied without affording the owner an opportunity for a hearing; and
- (3) The disciplinary, corrective action, and/or penalties which may be imposed, such as the levying of a fine, suspension of Membership privileges, or corrective maintenance action that the Association may undertake and charge the cost thereof to the owner.

The following procedures shall apply to hearing proceedings: (i) notice shall be mailed (via first class mail) or delivered to the owner; (ii) the owner shall be entitled to attend the hearing or submit a written statement of defense to the Board in advance of the hearing; (iii) the hearing shall be conducted according to such reasonable rules and procedures the Board may prescribe; (iv) the hearing shall be conducted in Executive Session, unless the owner requests the hearing to be held in open session; (v) the owner shall have the right to present oral and written evidence and cross-examine any person offering evidence at the hearing; (vi) following the hearing, the Board's written decision shall be provided to the owner and shall specify the disciplinary and/or corrective actions and/or fines or penalties levied and reasons therefor, and may be delivered to the owner personally or by first class mail; and (vii) if the owner does not attend the hearing or otherwise submit a statement of defense prior to the hearing, the owner shall be deemed to have waived his/her right to a hearing and his/her right to object to the disciplinary and/or corrective actions and/or penalties the Board may impose.

**C. Special Procedures For Violations Requiring Corrective Work.**

Pursuant to Article VII, Section 7.03 of the CC&Rs, in the event an owner fails to accomplish any installation, maintenance, or repair required under Article VII of the CC&Rs, the Board shall determine by two-thirds approval to give a notice of hearing to the owner for any disciplinary action. Also, if the Board intends to determine whether to cause corrective work to be accomplished at the owner's expense (i.e., if the owner fails to perform the work), the Board shall comply with the following additional procedures:

1. The owner shall be provided no more than then (10) days following receipt of the written notice of the Association's election to perform the corrective

work in which to select the day or days upon which such corrective work shall be accomplished.

2. The date which the owner selects for the corrective work shall be a business day (unless otherwise authorized by the Board) not less than ten (10) days nor more than thirty (30) days following the last day of the ten (10) day period specified in the notice.
3. If the owner does not select a day or days within the ten (10) day period specified in the notice, the Board may select a day or days upon which such corrective work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of the ten (10) day period specified in the notice.
4. Unless the owner and Board otherwise agree, the corrective work shall take place only during daylight hours on any day, Monday through Friday, excluding holidays.
5. If the Association pays for all or any portion of the corrective work, the owner shall be obligated to reimburse the Association for such amounts, which may be levied as an assessment against the owner.
6. Notwithstanding the foregoing, judicial proceedings must be instituted before any items of construction can be altered or demolished.

**D. Preliminary Dispute Resolution and Alternative Dispute Resolution.**

The Association shall, as necessary, comply with the meet and confer and alternative dispute resolution provisions of California Civil Code Sections 5900 et seq. and 5925 et seq., before bringing any civil action or suit to enforce the Association's Governing Documents.

**E. Court Action.**

The Association may file an action in law or in equity for preliminary injunctive relief, if the applicable time limitation for commencing action would run within 120 days, or as may otherwise be authorized.

## Fine Schedule

The Board may levy fines after providing notice and an opportunity for a hearing, in accordance with the schedule below. For violation of the Governing Documents, the Board of Directors has the discretion to impose monetary penalties (“fines”) in accordance with the following schedule, or the Board, in its discretion, may impose up to the maximum fine amount (e.g., \$500.00) and/or other disciplinary action on a first or subsequent violation if the Board determines, in its discretion, the facts and circumstances of the violation merit such disciplinary action:

- A. 1<sup>st</sup> Fine:           Hearing before the Board; subject to a \$50.00 fine, plus request to correct/repair.
- B. 2<sup>nd</sup> Fine:           Hearing before the Board; subject to a \$100.00 fine, plus request to correct/repair.
- C. 3<sup>rd</sup> Fine:           Hearing before the Board; subject to a \$250.00 fine, plus request to correct/repair.
- D. 4<sup>th</sup> Fine:           Hearing before the Board; subject to a \$500.00 fine, plus request to correct/repair.

*Note (1):* After the 4<sup>th</sup> Fine, Fines will continue to double with each repetition of the offense; or failure to correct within the prescribed time period. The Board of Directors will determine a reasonable time for curing of violations.

*Note (2):* If a violation occurs which imposes a financial obligation on the Association, then the responsible owner for said violation shall reimburse the Association for the financial obligation in addition to any fine levied. For example: the owner may be charged for the cost to repair damage to a fence, landscaping, or any other Association Property the owner is responsible for damaging.

In the event of an infraction related to improper use of parking permits, the same process will occur; however, the Board of Directors may opt to invalidate an owner’s parking permit as a disciplinary measure. If the owner’s parking permit is invalidated, it may not be renewed for 12 months. Vehicles parked with invalidated permits will be treated as vehicles parked without valid permits or safelisting.

All complaints from homeowners must be submitted to the Board or management company in writing via Exhibit A. In the event of a behavioral issue, the Board may require two (2) complaints from different homes, unless a representative of the Association observes the infraction. In the event of a hearing, the reporting homeowner must attend the hearing and submit to questions from the alleged violator. A reporting homeowner’s failure or refusal to attend the hearing on the matter may result in the Board of Directors dismissing the proceedings.



EXHIBIT A

**RULES AND VIOLATION REPORT**

DATE: \_\_\_\_\_

1. PERSON MAKING REPORT:

(NAME) \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

(PHONE NUMBER) \_\_\_\_\_

2. DESCRIPTION OF RULES VIOLATION (as accurate as possible)

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

BRIEF DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. DESCRIPTION OF VIOLATOR: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

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

ADDITIONAL WITNESSES:

NAME AND ADDRESS: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

---

**BOARD ACTION TO BE TAKEN (To Be Completed By The Board):**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BOARD APPROVAL SIGNATURE: \_\_\_\_\_

\_\_\_\_\_