

# VISTA COMMUNITY ASSOCIATION RULES AND REGULATIONS

## I. AUTHORITY, RESPONSIBILITY AND ENFORCEMENT

### 1. Authority

The following Association Rules have been established for the purpose of promoting personal and financial safety, for the preservation of aesthetic values of the development and community, and for the enjoyment and benefit of the Association Members and their guests. The Association Rules are adopted in accordance with Article VI, Section 2 and 5, Article XI, Section 2, 5, 6 and 11 of the Declaration Covenants, Conditions and Restrictions (“CC&R’s”) and in the event of a conflict between these Association Rules and CC&R’s and/or Association By-Laws, the CC&R’s or the Association By-Laws shall prevail as appropriate.

### 2. Meaning of Terms

Except as may otherwise be expressly provided herein, the capitalized words and terms in these Association Rules have the same meanings as set forth in the CC&R’s.

The following additional words and terms are used within the Association Rules:

2-1 “Homeowner” may be used in place of Member and has equal meaning.

2-2 “Resident” indicates the person or persons actually residing at a particular address and may include the Member or his tenants and their children.

2-3 “Management Company” is the organization that has charge of the Association’s daily business affairs as retained and directed by the Board of Directors.

### 3. Responsibility

Each Homeowner is responsible for the actions of his guests, tradesmen, and/or tenants. Each Homeowner must insure that his guests, tradesmen and/or tenants obey all association rules.

### 4. Private Streets

All streets contained within the boundaries of the Turtle Rock Vista planned development are private and deemed to be fire lanes by the Orange County Fire Department. The private streets are subject to the CC&R’s and the California Vehicle Code as incorporated in Article XI, Section 13 of the CC&R’s, as well as to the rules

and ordinance of the City of Irvine. Rockview is a public street under the jurisdiction of the City of Irvine.

## 5. Enforcement Procedure

5-1 When a violation of an Association Rule occurs and credible evidence is provided, any Member or Resident may call the Management Company to report the violation. The Management Company will then send a letter notifying the Homeowner of the violation and asking them to correct the violation and confirm the correction in writing within 15 days. If the correction is made within 15 days the matter will be dismissed. If not, the Board will then determine what action will be taken. The Board may assess fines or take legal action depending on the circumstances of the violation.

5-2 No fine or penalty shall be levied under these Rules without the following procedural safeguards:

- a) A written statement of the alleged violations shall be provide to any Member against whom charges are made, and such written statement shall provide a date on which such charges shall be heard.
- b) No proceedings under this section shall be brought against any Member, unless the Member is given a written statement of the charges at least thirty (30) days prior to the hearing.
- c) No proceeding shall be brought more than sixty (60) days after the Member is given a written statement of the charges.
- d) The Board shall appoint a panel of three (3) capable persons (one of whom shall be designated chairperson) who may or may not be Members to hear the charges and evaluate the evidence of the alleged violation.
- e) At the hearing the Member so charged shall have the right to present oral and written evidence and to confront and cross examine witnesses.
- f) The panel shall deliver a written decision to the Member so charged within seven (7) days of the hearing. The decision shall specify the fines or penalties levied, if any, and the reasons therefore.
- g) In the event that a Member corrects an alleged violation prior to the hearing date, the Board may dismiss the proceedings.
- h) If a Member wishes to appeal the decisions, the appeal will be heard by the Board of Directors and the Board's decision shall be final.

## 6. Vandalism Policy

6-1 When a Resident is caught in the act of vandalism, there will be an automatic fine of \$50.00 added to their unit's monthly assessment. The Homeowner will also be assessed for the cost of any damages.

6-2 If the act of vandalism is not witnessed directly by a member of the Board of Directors, then a witness must be able to supply reasonable proof of guilt. It will then be the Board's responsibility to decide whether or not to levy a fine once all evidence is heard.

6-3 All fines will be levied against the Member, and not to a tenant, even if the vandalism was the act of a non-member resident.

## II. ARCHITECTURAL RULES

1. The Rules and Regulations incorporate the Vista Community Association Architectural Standards, which are attached as Appendix A.
2. No additions or changes affecting the exterior of the building may be made without prior written approval of the Architectural Committee. This includes patios and courtyards (except landscaping), fencing, spas, windows, garage doors, antennae and items on the roofs such as wiring, hoses of any type, etc.
3. Violations of the Architectural Rules shall be subject to the following schedule of fines:
  - 3-1 Failure to obtain approval prior to the start of construction: \$50.00 per occurrence.
  - 3-2 Failure to complete construction in accordance with approved plans: \$100.00 per occurrence.
  - 3-3 Failure to complete construction in a reasonable time: \$10.00 per day following a 30 day notice.
  - 3-4 Failure to clean-up construction debris or to repair construction damage to association structures or landscaping: \$50.00 plus the actual cost.
  - 3-5 Failure to correct unauthorized and unacceptable changes: \$10.00 per day per occurrence.

3-6 Failure to remove unauthorized or unsightly attachments to structure such as bamboo blinds: \$10.00 per day per occurrence

3-7 Making unauthorized changes to Association property will be handled according to citation procedure, warning letter and fine.

4. Any modification to the property is the responsibility of the Homeowner and successive owners. The Association is not responsible for any maintenance or obligations regarding the architectural modification.

### III. PARKING RULES

#### 1. General

Vehicles may not be parked on Association streets. The streets are fire lanes. Owners of vehicles found to be in violation of this rule will be fined and towed at the expense of the owner. Vehicles parked for more than 72 hours will be considered stored.

#### 2. Oversized Vehicles

No vehicle will be allowed to be parked on any Association parking area which cannot fit into a garage, except as permitted in Section III-5.

#### 3. Additional Vehicles

Families with one or two vehicles shall keep their vehicles parked in their garage at all times when not in use. Additional vehicles, if any, must be parked without violation of the CC&R's or any of the Association rules in designated parking areas only.

#### 4. Guest Parking Areas

When using the guest parking area, vehicles should be parked so that they do not protrude into the street. Members are responsible for their vehicles, their guests' vehicles and their tenants' vehicles and for seeing that all Association parking and general conduct rules are obeyed.

#### 5. Driveways

No parking is permitted at any time on any common or shared driveway, unless vehicle is closely attended.

#### 6. Trailers and Recreation Vehicles

No trailer, camper, boat, motor home or similar vehicle, or unsightly equipment may be parked overnight within the Association property. Parking will be

permitted for a reasonable amount of time for vehicles belonging to guests, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or Members and parking of vehicles belonging to or being used by Members for loading or unloading purposes.

7. Right of Way

All traffic on the Association streets is one way. When exiting from driveways, all vehicles must turn right.

8. Speed Limits

Maximum speed limits on Association streets are 15 miles per hour.

9. Citation Procedure – For All Parking Rule Violations

9 – 1 Fines will be levied against the Homeowner and not the tenant.

9 – 2 First offense - Warning Letter

9 – 3 Second offense - Fine of \$75.00

9 – 4 Third offense - Fine of \$150.00

9 – 5 All subsequent offenses - \$225.00

IV. GARAGE RULES

1. Garages may not be used for storage or other purposes. Homeowners may not store flammable or other dangerous materials in garages due to the extreme danger to your home, your neighbor's home, and Association property.
2. Garage doors must be kept closed at all times except during arrivals and departures. Violators will be subject to a fine of \$25 for habitual violation.
3. Garage or moving sales must have prior approval of the Board. Application must be made in writing to the Management Company.
4. No storage platforms may be built in garage roof areas.

V. POOL RULES

1. Pool hours: Sunday through Saturday 7:00am to 10:00pm
2. NO LIFEGUARD is on duty.

3. Pool use is restricted to Residents and their invited guests only. Residents **MUST** accompany all guests. Neither the number of guests nor their decorum shall infringe on the rights and enjoyment of the Residents.
4. No children under the age of 14 are permitted in the pool area unless accompanied by an adult (18 or older).
5. Any child who is not potty trained must wear a swim diaper.
6. Gates must remain closed and locked at all times.
7. Any activity creating undue noise or behavior endangering you or others is absolutely prohibited.
8. No pets are allowed in the pool area.
9. No smoking of any kind for any reason including but not exclusively, vaping or e-cigarettes is allowed in the pool area.
- 10.No sexual activity shall take place in the pool, jacuzzi or pool area.
- 11.No glassware is allowed in the pool area
- 12.All flotation devices, bicycles, skateboards, roller skates and other wheeled toys are prohibited in the pool area.
- 13.Residents and Homeowners **MUST** assume completed responsibility for the conduct and safety of their children, guests or tenants.
- 14.Instruction with compensation will not be permitted without prior written Board approval. The Board requires the instructor to show proof of minimum liability insurance coverage of \$1,000,000.00 naming Turtle Rock Vista Homeowners Association as co-insured. Parents desiring instruction for their children must make prior application to the Board, including time and day of instruction and receive written permission in return before any instruction may begin.

## VI. TENNIS COURT RULES

1. Tennis courts are open from 7:00am to sundown.
2. Reservations may be made after 7:00am for the next day with a limit of one reservation per Resident per day. Residents may use a court more than once per day if it has not been reserved or if a reservation is not claimed.
3. Reservations are for 1 ½ hours singles/doubles starting at 7:00am.
4. The starting time for any reservation must be the time listed on the sign-up board i.e. 7:00, 8:30, 10:00, 11:30am, 1:00, etc. No other starting times are permitted.
5. Teams cannot reserve consecutive time periods under various names.
6. Court use is restricted to Residents and guests only. Residents must be present if guests are playing.
7. Reservations not claimed within ten minutes of reserved time must be forfeited to the first players waiting.
8. All players must wear tennis shoes and proper tennis attire at all times.
9. Bicycles, skateboards, pets, music, glass, etc., are not allowed on the courts.
10. When leaving the courts, remove and properly dispose of all litter, including ball containers.
11. Keep loud noise to a minimum.
12. Keep the court gate locked at all times.
13. Adults (over 18) only can reserve courts after 5:00pm on weekdays and all day Saturday and Sunday.
14. Instruction with compensation will not be permitted without prior written Board approval. The Board requires the instructor to show proof of minimum liability insurance coverage of \$1,000,000.00 naming Turtle Rock Vista Homeowners Association as co-insured. Parents desiring instruction for their children must make

prior application to the Board, including time and day of instruction and receive written permission in return before any instruction may begin.

## VII. PET RULES

1. Dogs are to be leashed at all times while on the Association streets and common areas. Unleashed animals will be reported to the City of Irvine Animal Shelter.
2. Pet owners are required to pick up their pet's waste and dispose of it in a sanitary manner.
3. Specific complaints regarding barking or other noise by pets are subject to violation procedures in Section I-5.
4. Any pet creating a nuisance for Residents is subject to action by the Board of Directors which may include, but is not limited to, fines.
5. Each Member shall have no more than two (2) pets per household.

## VIII. SIGN RULES

No signs, other than "For Sale" "For Lease", or "Open House" signs, are permitted to be displayed within the Association boundaries.

### 1. For Sale and For Lease signs

- 1-1 Only one (1) exterior Association-approved sign per unit is permitted at any one time, stating "For Sale" or "For Lease". No "Sold" or similar signs are permitted.
- 1-2 Signs may not exceed 18" x 24".
- 1-3 It is the responsibility of the Homeowner to make sure that signs posted by Realtors conform to Association specifications. No other signs are acceptable. Any Realtor may contact the Association the Management Company Monday through Friday, during normal business hours.
- 1-4 Signs must be removed within 24 hours of the acceptance of an offer to sell or the signing of a lease or rental agreement.
- 1-5 No promotional flags, banners, or other promotional paraphernalia is permitted on any unit or within the Association common area.



## 2. Location of Signs

- 2-1 Real estate signs are to be placed on the inside of the entry gate ONLY.
- 2-2 In the event a Homeowner fails to abide by the Sign Rules, a fine of \$10.00 will be levied for each day a sign is posted in violation of the Rules. The Management Company will notify the Homeowner of the fine(s). For purposes of these Signs Rules, the correction of the Violation (i.e., removal of any sign which is in violation) is considered satisfactory if it is done immediately on notification of violation.

## IX. LANDSCAPE RULES

- 1. Homeowners shall not plant, prune, trim, or cut down trees, shrubs or other landscaping within the Association Common Areas. Violations are subject to fines determined by the Board.
- 2. Homeowners shall not instruct, supervise or otherwise interfere with the Association landscape workers in the performance of their duties.
- 3. Certain trees and vines are prohibited in the courtyards and patios. For specific information, consult the Landscape Committee.

## X. STRUCTURAL RULES

No person is permitted on the roof, neither Homeowner nor workman hired by the Homeowner, without prior written permission from the Architectural Committee. Any damage caused to the roof by the Homeowner or workman hired by the Homeowner is the responsibility of the Homeowner and repair bills will be added to their account.

## XI. RENTING AND LEASING RULES

- 1. A Homeowner may rent his/her Unit to a single family provided that the Unit is rented pursuant to a lease agreement which is (a) in writing, (b) signed by all competent tenants living in the Unit and the Homeowner and (c) subject to all of the provisions of the CC&R's, By-Laws of the Association and these Rules and Regulations.
- 2. No Homeowner may rent or lease less than his/her entire Unit or rent or lease his/her Unit for transient or hotel purposes or for a period of less than one hundred and twenty (120) days.
- 3. A copy of the signed lease agreement must be submitted to the Management Company within ten (10) days of execution along with all tenants updated contact information and the license plate number, vehicle make and model of every tenants' cars.

4. All Homeowners and their lessees and tenants shall comply with all of the CC&R's, By-Laws of the Association and these Rules and Regulations.

No Unit shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes. Except for, a Homeowner of a unit in the community may maintain a home office and conduct limited business activities therefrom on the following conditions: (a) there is no external evidence of such activity; (b) such activities are conducted in conformance with all applicable governmental ordinances; (c) the patrons or clientele of such activities do not visit the Unit or park automobiles or other vehicles within the community; (d) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Unit; (e) no such activity increases the liability or casualty insurance obligation or premium of the Homeowner or Association; and (f) such activities are consistent with the residential character of the community and conform with the provisions of the CC&R's, By-Laws of the Association and these Rules and Regulations.

## XII. HOLIDAY DECORATIONS

Decorations may only be displayed during the month of the holiday. Christmas decorations must be removed no later than January 15<sup>th</sup>.

## XII. APPROVED CONSTRUCTION WORK HOURS:

Monday to Friday: 7:00 a.m. – 5:00 p.m.

Saturday: 8:00 a.m. – 4:00 p.m.

Sunday: NO WORK PERMITTED

## FINE POLICY:

FIRST VIOLATION: \$50.00

SECOND VIOLATION: \$100.00

THIRD VIOLATION AND ALL SUBSEQUENT VIOLATION OF THE SAME RULE - \$250.00.