

VILLA LA JOLLA CONDOMINIUM ASSOCIATION

RULE & REGULATIONS CHANGES

December 1, 2022

IMPORTANT PHONE NUMBERS

A. Police	619-531-2000 Pacific Beach 858-483-9383
B. Fire Department	619-238-1212
C. Paramedics	619-238-1212
D. Emergencies	911
E. Hospitals	
Mission Bay Memorial	858-274-7139
Scripps Memorial	858-457-6128
Thornton Hospital	858-657-7000
F. Courtesy Patrol Services	Bald Eagle Security 1-619-230-0022
G. General Manager's Office	858-455-7824 Direct
H. SDG&E	1-800-239-4006
I. Western Towing	858-297-8697

INTRODUCTION

This manual provides general information and rules approved by the Villa La Jolla Condominium Association Board of Directors. It is intended for the mutual benefit of all owners and residents. All members of our community are asked to cooperate to allow each owner and resident full enjoyment of his/her home. Such compliance is necessary to keep Villa La Jolla Condominiums a pleasant place to live and to prevent deterioration of living conditions and depreciation of property values. These rules are offered as a positive, rather than negative, contribution toward the improvement of conditions in living in what, for many, is a new type of environment. It is hoped that they will likewise be received in a positive manner.

This manual is a supplement to the community's document known as the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Villa La Jolla Condominiums ("CC&Rs") and the Amended and Restated Bylaws of Villa La Jolla Condominium Association ("Bylaws") which were approved by the members in compliance with the California Civil Code. It in no way replaces or changes the CC&Rs or Bylaws, but is an interpretation, being specific where they are general. At times, issues will arise which are not covered by this policy manual. The board will deal with these issues as they arise.

This manual is effective from the date of its distribution to owners and residents. Changes in the manual will be made as infrequently as possible and only when the Board feels that a change is necessary.

The regulatory provisions are applicable to all condominium residents and visitors. Owners, including off-site landlords, will be held responsible for the actions of their tenants and guests. Owners are obligated to provide tenants with this information.

HOMEOWNER ASSESSMENTS

A. Regular Assessments

The assessments provide the only means for the Association to meet its obligations for maintenance of the common areas. All members of the Association are required to pay the currently monthly assessment which is due and payable on the first of each month. Collection of the fee will be handled by the Association's management agent. CC&Rs Article VI, Section 1.

B. Late Charges

A \$15.00 late charge will be added to the common area fee for any month in which payment is received after the 20th of the month. Monies received are first applied to delinquent fees and late charges. In order to avoid having a late charge applied to your account, your assessments must be received by the management company on or before the 20th of each month. The late fee will be applied if there is any unpaid balance after the 20th of the month. The Board may waive the late charge for a reasonable and legitimate excuse, but only after written application by the homeowner.

C. Special Assessments

California law permits an association to impose special assessments up to five percent (5%) of the budgeted gross expenses may be levied by the Board of Directors in any fiscal year. Assessments greater than five percent (5%) of the Budgeted gross expenses are to be approved by a majority of the owners. Special assessments may be used for the repair or replacement of any capital improvement or any other legitimate purpose as determined by the Board of Directors. CC&Rs, Article VI, Section 4.

D. Reimbursement Assessment

The term "Reimbursement Assessment" as used herein shall mean a charge against each Owner and his Condominium for the purpose of reimbursing the Association for any costs incurred by the Association on behalf of an individual owner. A reimbursement assessment may also be levied by the Association for purposes of collecting any monetary penalties which may be imposed by the Association against an owner who fails to comply with the provision of the Declaration, a determination on the Board or the Architectural Committee, or any rule or regulation adopted by the Association. CC&Rs, Article I, Section 17.

E. Collection of Assessments

The Board of Directors has the power and authority to collect all delinquent assessments by recording a lien against the unit and by foreclosing on the unit in accordance with the California Civil Code. CC&Rs, Article VI, Section 11.

RULES AND REGULATIONS ESTABLISHMENT AND ENFORCEMENT

A. Authority to Establish Rules and Regulations

The Board of Directors has the authority to establish uniform rules and regulations pertaining to the use of the common area and recreational facilities. CC&Rs, Article VII, Section 11. Each owner, tenant or occupant of a condominium is obligated to comply with the provisions of the CC&Rs and the rules set forth in this Policy Manual, CC&Rs, Article IV, Section 11.

RULE VIOLATIONS – PROCEDURES AND ENFORCEMENT

- 1) Complaints alleging violation of any rules and regulations shall be made in writing to the Villa La Jolla Condominium Association Board of Directors or through the Association's website at www.villalajollahoa.com. The complaint should specify, in detail, the nature of the infraction, the date, time, and location thereof, as well as the names of any witnesses thereto. Anonymous complaints will not be considered.
- 2) Owners are responsible for the actions of their tenants, residents and guests.
- 3) The Association and/or any owner has the right to enforce the Association's governing documents. This right includes requesting the violator to cease the offending action, taking legal action against the violator and making a complaint to the Board of Directors. Once an Owner gives the Board of Directors a written complaint that a governing document provision has been violated, the Board will investigate the allegation and may take action against the offending owner, including but not limited to: imposing a fine, imposing a reimbursement assessment, instituting dispute resolution and/or instituting legal action. However, nothing in this section obligates or requires the Board of Directors to take any action against an Owner. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.
- 4) If a hearing is requested by the Board, any decision will be binding and final. PRIOR NOTICE WILL BE PROVIDED FOR ANY HEARING CONSISTANT WITH CIVIL CODE SECTION 5855.
- 5) GENERALLY, though not necessarily, the Association will adhere to the following schedule:
 - A. First Offense: Warning Letter and Request to Correct Violation (if applicable). Possible fine not to exceed \$100.00, and\or imposition of a reimbursement assessment (to reimburse the Association for costs incurred in compelling compliance), possible suspension of voting rights or use of common facilities.

B. Second Offense: Possible imposition of fine not to exceed \$250.00, and/or imposition of a reimbursement assessment (to reimburse the Association for costs to compel compliance), possible suspension of voting rights or use of common facilities, possible institution of Internal Dispute Resolution and/or Alternative Dispute Resolution, possible filing of lawsuit.

C. Third Offense: Possible imposition of fine not to exceed \$500.00, and/or imposition of a reimbursement assessment (to reimburse the Association for costs to compel compliance), possible suspension of voting rights or use of common facilities, possible institution of Internal Dispute Resolution and/or Alternative Dispute Resolution, possible filing of lawsuit.

- 6) Depending upon the severity and frequency of the violation and the violator, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary. The 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. Immediate legal action may be sought in the form of a temporary restraining order ("TRO") and/or preliminary injunction where appropriate.
- 7) Fines and reimbursement assessments shall be payable within thirty (30) days after the mailing of notice of the fine or reimbursement assessment.
- 8) Fine Schedule: The following fine schedule shall apply where the Board finds a violation of the governing documents has occurred and, in its sole discretion, determines to assess a fine.

1st Offense

Generally: Courtesy Warning Notice

Hazardous Activity: \$100.00

Egregious Violation: \$100.00

2nd Offense

Generally: \$100.00

Hazardous Activity: \$250.00

Egregious Violation: \$250.00

Violation of the Association's Minimum Rental Period: \$250.00

3rd & Subsequent Offenses

Generally: \$250.00

Hazardous Activity: \$500.00

Egregious Violation: \$500.00

Violation of the Association's Minimum Rental Period: \$500.00

Persistent, continuing, and uninterrupted violations
\$100.00 - \$500.00 at Board's Discretion

*A hazardous activity is any that could cause serious harm to persons or property, including, but not limited to, speeding, threats of physical violence, the illegal storage of hazardous or flammable substances and dog bites. An initial warning (i.e., First Notice/Courtesy Warning Notice) shall not be given for hazardous violations. Instead, the Defendant Owner will be immediately called to a hearing whereat disciplinary action may be imposed.

**An egregious violation is one that could cause serious emotional harm to another person or persons, including, but not limited to, discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income or ancestry, harassment, bullying and intimidation. An initial warning (i.e., First Notice/Courtesy Warning Notice) may not be given for egregious violations. Instead, the Defendant Owner may be immediately called to a hearing whereat disciplinary action may be imposed.

***For the purpose of this document, a "persistent, continuing, and uninterrupted violation" is an ongoing, rather than repetitive, violation and may include any onetime violation that has an ongoing effect on the Community if uncorrected (e.g., unauthorized architectural alterations).

PARKING AND SPEED ENFORCEMENT

- 1) In order to comply with California Fire Code, parking space use is limited to vehicles which fit within the designated confines (i.e. within the striping of the open spaces and under the carport roofs) of an individual space and which do not damage or otherwise interfere with the use of the parking area and sidewalks surrounding them. Motor homes, campers, boats, trailers, trucks (other than standard size pickup trucks), vehicles larger than three-quarter (3/4) ton, commercial vehicles are prohibited. Violators will be towed away at the vehicle owner's expense.
- 2) Maximum speed on all streets within the project is 10 mph.
- 3) Until the termination of the office lease, and between the hours of 9:00 am and 5:00 pm daily, the use of the six (6) parking spaces in front of clubhouse are for prospective residents. Use of these spaces for resident and guest parking is permitted during non-business hours. Two of the six spaces are for handicapped parking only.
- 4) No vehicle shall be parked for more than 24 hours in any guest parking space. Guest spaces located directly in front of the Clubhouse are limited to a maximum of one hour.

- 5) There shall be no parking at any time in a red zone.
- 6) Storage of vehicles in the Villa La Jolla Community is prohibited. Stored vehicles are defined, but not limited to, those with an excess amount of dirt and/or cobwebs., appear to have not been moved for a prolonged period of time (e.g., 144 + hours), have expired vehicle registration tags or license plates, flat tires, missing parts which appear to render the vehicle unsafe, inoperable or illegal to operate on public roadways, parked on blocks, jacks or other lifting devices. Such vehicles will be towed at the vehicle owner's expense. Deployed Military personnel and those gone for more than 72 hours need to advise the Association's Management Company of deployment in advance and store their vehicles in their assigned carport space.
- 7) Use of any parking space for items other than motor vehicles is prohibited.
- 8) No resident may park any vehicle in his or her assigned carport that appears to be inoperable or abandoned. Any vehicle that appears to be abandoned or inoperable, detracts from the appearance of the community or becomes an eyesore as determined in the sole discretion of the Board, may be removed from the assigned carport. Removal shall be performed only after written notice is provided to the vehicle owner, or left on the vehicle, and 72-hours has lapsed between the first notice, and the date of removal. Such removal shall be at the expense of the vehicle owner.
- 9) Parking in no parking/non-designated areas, fire lanes, or red curbs is prohibited. Violators will be immediately towed away at the vehicle owner's expense.
- 10) Parking of commercial vehicles is allowed only during the period of service to a resident and must be parked in the carport only. Violators will be towed at the vehicle owner's expense.
- 11) Vehicles parked within the community, that leak any fluid (other than clear a/c condensation) or oil based material/debris, are prohibited. Upon notice, any clean up or repair to the surface of any parking area as a result of such leaking will be charged to the unit responsible for the damage as determined by the Board of Directors. Violators will be towed.
- 12) Car washing anywhere within the Villa La Jolla community is prohibited.
- 13) Vehicle repairs, except for minor, emergency types, are prohibited anywhere within the community.

POOL/SPA RULES

- 1) Residents and guests must obey all rules, regulations and safety information, while utilizing the pool area or other common areas. Residents are responsible for the

behavior/conduct of their guest(s) at all times. Owners are responsible for the behavior/conduct of their tenants, residents and guests.

- 2) Invited guests are required to be accompanied by an adult at all times while within the confines of the swimming pool/spa area.
- 3) Children under the age of 14 may not use the pool or be in the pool area unless accompanied by an adult.
- 4) Persons within the confines of the swimming pool area should refrain from profanity, loud noises, obscene/threatening behavior and/or use safety equipment in an improper manner will not be tolerated and will be asked to leave. Residents and their guests must obey all community rules. Violation of rules will result in immediate removal, fines, and assessments for damages, and/or loss of pool/spa/common area privileges for up to thirty (30) days per infraction.
- 5) No foods, glass, of any kind, alcohol, or animals are allowed in the pool/spa areas (exceptions are granted for animals aiding the disabled). No glassware of any kind will be allowed in the pool or spa areas. Other containers of an unbreakable nature and all other litter (i.e. pop tops, etc.) must be disposed of in the proper containers. Residents and guests must pick-up after themselves and leave restrooms clean.
- 6) The use of the pool and spa is expressly limited to residents and their invited guests. Guests must be accompanied at all times by a sponsoring adult resident who is fully responsible for the guests' actions. The pool facility may not be reserved under any conditions. No organizations or organized groups may use the pool facilities.
- 7) Residents and guests must wear appropriate swim attire when in the swimming pool/spa. Swimsuits are the only acceptable attire to be worn in the water of the pool or spa. Street clothes and cut-off jeans are specifically prohibited. Infants/incontinent persons must have swim diapers on at all times for health and safety purposes.
- 8) Swimming pool/spa hours:
 - 8:00 am to 10:00 pm (Sunday – Thursday)
 - 8:00 am to 11:00 pm (Friday & Saturday)
 - Quiet hours begin at 8:00 pm, allowing for lap swimming and quiet use of the pool and spa.
- 9) Association life preservers, lifesaving hooks, and safety ropes are safety equipment and shall be used only in the case of emergency. All swimmers are urged to use the "buddy system" at all times. This simply means that, for safety, the Board suggests that no one swim alone. All swimming is done at your own risk. No lifeguard is on duty.

- 10) No surfboards, surf-mats, air mattresses will be permitted in the swimming pool. Appropriate balls are acceptable unless they interfere with the use and enjoyment of the pool facilities by others. No soaps or other unauthorized foreign materials may be added by any individual to either the pool or spa.
- 11) Bicycles, skates, skateboards, scooter, roller blades or any other such wheeled toys, etc. are not permitted in the pool area due to the slip-fall hazard, and damage to the surface.
- 12) Electronic devices and music that is audible shall not be played in the pool and spa area. Personal listening devices, are permitted so long as others cannot hear them.
- 13) Oils, lotions, and hair pins must be removed before using the pool. These items can clog or damage pool filtration equipment and necessitate expensive repairs.

GYM

- 1) Hours are 5:00 am – 11:00 pm daily.
- 2) All persons using the gym and exercise equipment shall do so in a safe and responsible manner.
- 3) No radios/tape, CD players or other sound emitting devices are permitted in the gym unless such devices are used with private headsets.
- 4) Wipe off equipment after use.
- 5) Close doors and windows and turn off lights and fans if you are the last one in the gym any time of the day.

GROUNDS

- 6) Villa La Jolla HOA hires an outside landscape company. It is their job and responsibility to plant and maintain any bushes, tree, plants, etc.....not the residents. Owners / residents are NOT to modify the professionally planted landscaping in any way.
- 7) Owners/residents are NOT to put rocks in the flower/plant beds.....doing so can create a safety hazard which you could be held liable for if someone trips and/or falls.
- 8) If you see a situation that needs to be changed or corrected, please notify our Management Company.

- 9) Removal, from Common Area, of dead, diseased or invasive, privately planted plants, shall be at the owner's expense (proper notice will be given prior to removal, no reimbursements will be made for removed plants in violation of these rules).
- 10) Exterior clotheslines and drying racks may only be used in the patio area in a manner which is not visible from the Recreation Area and Common Area(s). There shall be no outside drying of clothes or other items on any balcony, railing, awning, or other exterior portion of the Condominium Building.
- 11) Private gardening equipment may not be stored in the common area.
- 12) No privately potted plants may be stored in common area landscape.
- 13) Grade or natural drainage may not be altered or affected without Board approval.
- 14) Owners and residents must not block or otherwise interfere with the established balcony drainage patterns and water must not accumulate so that it flows over the surface of the existing deck and onto the decks below.
- 15) Bicycles, tricycles, and any other wheeled vehicles and toys are prohibited on lawns, landscape areas and all common areas; these types of activities should be limited to the sidewalks located at the perimeter of the community only. In addition to the responsibility for the repair of damage caused to the common area by any misuse or other infractions, other sanctions may be imposed. Skateboards, roller blades, roller skates and scooters are prohibited in all areas within the community because of the history of damage done by them.
- 16) Climbing on or causing damage to fences, trees, carports, building, landscaping, or any other Villa La Jolla Condominium Association structure is absolutely prohibited (including walking through landscaped areas).
- 17) Balcony and patio areas shall be kept clean and neat. Potted plants shall be equipped with saucers for drainage of water (plants that drain onto the balcony and/or the neighbors below are not permitted), barbeque units (electric only), and patio furniture are permitted in balcony areas. The storage of household appliances, furniture, goods, refuse, or other materials is prohibited. No object shall extend beyond balcony/patio railings.
- 18) No items may be permanently affixed to the wood railings or stucco walls. Example: Hanging a plant from a hook installed on the fascia board above your front door on the stair landing. Example: Hanging wall art affixed to stucco.

19) Each residence is limited to two (2) potted plants located outside the front door. The pots must be placed in a position to allow at least 36 inches clearance on all sidewalks. Potted plants located outside the front door must sit in a saucer of sufficient size to capture any water that drains through the bottom of the pot. Large pots should also be placed on a movable (caster) base so that they can be easily moved in case of an emergency. When asked to do so, residents agree to remove all plant containers located on common area walkways and landings so that these areas can be properly cleaned.

20) Watering of plant material in planter boxes or pots on exclusive-use balcony areas must be closely monitored to prevent any overflow of water. The resident must take care when watering to ensure that water doesn't spill over the lip of the catch pan and flow onto the wooden deck.

21) All keyed gates in recreation areas shall be kept closed and never propped open.

BBQs / OPEN-FLAME COOKING DEVICE

1) Open-flame barbeques, including, but not limited to, barbeques fueled by charcoal or propane, on an exclusive balcony or patio or in any location within ten (10) feet of any building or structure is prohibited at all times. This prohibition does not apply to electric barbeques. In addition, propane containers and charcoal shall not be stored on patios/balconies.

SMOKING

1) Smoking is prohibited in the indoor and outdoor Exclusive Use Common Area appurtenant to any Unit, including any patio, balcony, or parking space and all other indoor and outdoor Recreation Area and Common Area.

2) For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar heated or lit product whether or not containing tobacco.

3) Any Owner who leases and/or sells his or her Condominium shall specifically disclose to prospective tenants, purchasers and real estate agents that smoking is prohibited in the Exclusive Use Common Area, Recreation Area and Common Area.

NOISE

1) No Owner, tenant, guest shall make or permit any noise or activity which may endanger the health or interferes with the rights, comfort, or tranquility of other Owners/residents in the use and enjoyment of their units.

- 2) Stereos, compact disc players, televisions, radios, pianos, etc. should be located away from common walls and played at a level so as not to disturb neighbors.
- 3) Dishwashers, garbage disposals, washers/dryers, musical instruments should not be used any earlier than 8:00 am or later than 10:00 pm.
- 4) Exercise equipment on 2nd story units is prohibited due to noise and vibrations to units below.
- 5) Additional fines or other legal action may be assessed by the Villa La Jolla Condominium Association's Board of Directors.
- 6) Installation of carpet flooring in the 2nd story units must have sufficient padding as to reduce noise to the downstairs units. With the exception of the kitchen and baths. i.e. no hardwood floors.

PETS / ANIMALS

Pets or other animals may not be kept in violation of the following:

- 1) No Owner may keep more than one animals within a Unit. An owner with a dog may not keep a cat. An owner with a cat may not keep a dog. Owners may keep caged birds. Owners may keep aquarium fish.
- 2) All pets must be properly restrained whenever they are outside the Unit. No dog or cat may be allowed in the Common Area unless it is on a physical leash controlled by a person capable of restraining the dog or cat.
- 3) No dog may be left unattended on a patio or balcony.
- 4) Owners must clean up after their pets.
- 5) No Unit Owners may raise or keep animals for commercial purposes.
- 6) The Association, its Board, Officers, employees and agents shall have no liability to any Unit Owner, their family members, guests, invitees, tenants and contract purchasers, or any other person in the Community, for any damage or injury to persons or property caused by any pet, absent any willful or wanton negligence on the part of the Association, or its Board, Officers, employees or agents.

DRONES (UNMANNED AIRCRAFT SYSTEMS)

- 1) There shall be no operation or flying of unmanned aerial devices or aircraft (e.g., drones) anywhere within the Project in a manner which causes a nuisance to or invades the privacy of any other Owner, resident, occupant or guest.
- 2) The Board shall have the right to permanently prohibit any Owner, resident, occupant or guest from operating or flying an unmanned aerial device or aircraft (e.g., drone) within the Project for such operation or flying that is done in violation of the Governing Documents.
- 3) Delivery Drones are prohibited from landing in the Recreation Area and Common Area due to potential safety hazards to persons and/or pets on the ground.

MISCELLANEOUS

- 1) No unattended personal property may be left on common-area grounds.
- 2) All guns (including BB and pellet/air type guns and pistols) are prohibited from being fired on or into Villa La Jolla property.)
- 3) Skateboards, roller skates, roller blades and scooters are prohibited on Villa La Jolla property for safety reasons.
- 4) Pedestrians always have the "right-of-way" on all common ground walkways.
- 5) All rubbish, trash and garbage shall be regularly removed from the Unit, and shall not be allowed to be placed or stored outside of any Unit. Trash, garbage, or other waste shall be kept only in sanitary containers. No Owners of a Condominium shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used. Refuse shall be placed inside of the containers provided and shall not be left piled on top of or alongside such containers. Boxes must be crushed or cut up, tied and placed inside the dumpster. Nothing bigger than a single dumpster door may be put into the dumpster.
- 6) No commercial sign or billboard of any kind shall be displayed to the public view on any portion of the property or any condominium unit, except one "For Sale" or "For Rent" sign per each unit, of not more than eighteen by twentyfour inches (18" x 24"). Said sign shall be placed only in the interior of the unit in a window.

- 7) Hitting hard balls (golf balls, baseballs, softballs, etc.) on all common-area grounds is not permitted.
- 8) No unit may be used for any commercial or non-residential purpose except for the sales and/or leasing of units as allowed in the CC&Rs. Villa La Jolla is a single-family residential development.

INVESTOR/OWNER

- 1) Each Owner shall notify the Management Company of the names of any contract purchaser or any tenant of the Owner's unit. Each Owner shall also notify the Association of the names of all persons to whom Owner has delegated any rights to use and enjoy the Associations amenities. All owners leasing or renting their unit shall notify the Association of the address and telephone number where the owner can be reached during tenancy. Each violation of this rule will subject the owner to a fine of \$100.00.
- 2) Any lease or rental agreement entered into for a unit in the community shall provide that the terms of the lease shall be subject in all respects to the provisions of the CC&Rs and Rules and Regulations. Owners shall keep copies of all written lease agreements or rental agreements until at least five (5) years after termination of such lease or rental agreement. Owners shall provide the Association with a copy of any such written lease agreement or rental agreement upon the Association's request, but may redact personal identification information, including, without limitation, social security, tax identification numbers, driver's license numbers, credit card account numbers, bank account numbers, bank routing numbers, dates of birth, and amount of income. Each violation of this rule will subject the owner to a fine of \$1,000.00.
- 3) "Time-sharing" prohibited. Any unit which is used as a time-share is subject to a fine of \$100.00 per day for each day of such use.
- 4) No owner may rent or lease a unit or any portion of a unit for a period of less than thirty (30) days. Any unit which is rented or leased for a period of less than thirty (30) days is subject to a fine of \$100.00 per day for each day of such use.
- 5) No owner may advertise a unit, or any portion of a unit, as available for rent or lease for a period of less than thirty (30) days. Any unit which is so advertised is subject to a fine of \$ 100.00 per day of publication.
- 6) No owner may advertise a unit, or any portion of a unit, online for rent or lease unless the advertisement includes the phrase Villa La Jolla Condominium Association.

MAINTENANCE OF COMMON AREA AND UNITS

Many people are under the misconception when they buy a condominium it is just like an apartment in that all maintenance is performed for them by the homeowner

association. This misconception frequently causes feelings of anger and frustration when the Board or management company tells an owner that a particular maintenance problem is the responsibility of the owner. The CC&Rs is the document that controls who is responsible for a particular repair. In order to assist the residents with an understanding of the Association's maintenance responsibilities, some of the more common repairs are listed below.

The Association is generally responsible for maintenance of:

- 1) Exterior surfaces of all buildings.
- 2) Exterior surfaces of patio fences.
- 3) Front doors and storage doors. Exterior painting only
- 4) Landscaping.
- 5) Plumbing and electrical systems (except stopped drains) when it affects two or more units.

Owners are generally responsible for the maintenance of:

- 1) All glass.
- 2) Interior of unit including doors and locks.
- 3) Stopped- up drains.

- 4) Weather stripping.
- 5) Air conditioners.
- 6) Screen doors.

Recreation Building

The Recreation Building "Clubhouse" is available for exclusive use by Villa La Jolla residents on a reservation only basis. The procedure for reserving the building is as follows:

- 1) All reservations are handled through the on-site manager's office.
- 2) All reservations forms must be signed by the unit owner (and tenant, if the unit is a rental) and accompanied by two deposit checks signed by the owner or tenant. The deposit may be submitted in cash, or by personal check, certified check or money order.
- 3) A \$100.00 non-refundable use fee and cleaning fee as well as a \$400.00 refundable deposit is required with each reservation. TWO SEPARATE CHECKS MUST BE SUBMITTED, one for \$100.00 and one for \$400.00. The deposit is to ensure that no damage or loss occurs to the facilities and that they are left in as undamaged a condition as before the reservation. The Association will clean the building at the resident's expense. The charge incurred will be the actual amount expended for time and materials, but will always be at least \$50.00.
- 4) Only \$50.00 of the \$100.00 non-refundable fee is allocated towards cleaning the facility after the use. The other \$50.00 is to offset wear and tear to the facility. The user is expected to perform a superficial cleaning of the facility such as picking up trash and debris. Any costs of cleaning the facility that exceed \$50.00 will be taken from the \$400.00 refundable deposit.

- 5) The \$50.00 wear and tear fee may be waived if the reservation is for 15 or fewer persons, occurs on a Monday through Thursday evening, ends before 10:00 pm and if no alcoholic beverages are served. Violations of any of these specific provisions will result in the wear and tear fee being taken from the refundable deposit.
- 6) The on-site manager and person making the reservation will conduct an inspection before and after the event. Any defects must be noted in writing before the event or the person making the reservation could be held responsible.
- 7) A key will be provided to the person making the reservation after the initial inspection. It must be returned to the on-site manager by 10:00 am of the next regular working day following the event.
- 8) All parties or events must end by 12:00 midnight on Friday and Saturday nights. All other days, the event must end at 10:00 pm.
- 9) There are no reservations of the pool or grass areas. These are open to all residents during regular pool hours.
- 10) The Recreation Building "Clubhouse" may be reserved for personal or social use only. No business events are acceptable. The Board may waive this restrictions under appropriate circumstances.
- 11) Music is allowed in the Recreation Building, but there can be no live amplified music. Non-electrical live music is acceptable as are stereos or tape recorders, but strict noise control must be maintained at all times.
- 12) All persons attending a function at the Receptions Building must follow any instructions given by the Association's security guard service, including closing the affair, for unreasonable noise or other rule violation occurs.
- 13) Breach of any of these use restrictions, or failure to adequately clean the building, could result in a forfeiture of all or part of the deposit.
- 14) The maximum occupancy for the Recreation Building is 75 people. This limitation must be followed. If violations occur, the property attendant has been instructed to close down the event. In addition, forfeiture of the security deposit will result.
- 15) Enjoy the facilities; they're there for all residents.

OWNERS ARE RESPONSIBLE FOR MAKING SURE THEIR TENANTS RECEIVE A COPY OF THESE RULES AND REGULATIONS.

Thank you for your cooperation and compliance with the above rules and regulations so all Villa La Jolla residents may enjoy their home, surroundings, and association, which we are all a part.