

DATE: March 21, 2016

TO: All Homeowners  
Aliso Villas Condominium Association No. 2

FROM: The Board of Directors  
Aliso Villas Condominium Association No. 2

RE: Adoption of Proposed Revised Rule & Regulations

---

Dear Members of Aliso Villas Condominium Association No. 2,

The Board of Directors of Aliso Villas Condominium Association No. 2 adopted the enclosed proposed revised Rules and Regulations at a special general session meeting held on Monday, March 7, 2016.

These proposed revised Rules and Regulations were first sent to all members for a thirty (30) day comment period on February 5, 2016. Members were invited to send in written comments, or to attend and voice their comments at the March 7, 2016 meeting.

After reviewing all member comments that were submitted or voiced at the meeting, the Board determined that adopting the revised Rules is in the Association's best interest.

Please review the revised Rules and Regulations and contact your Association Management Agent Rick Godinez at Accell Property Management, Inc., 23046 Avenida de la Carlota, Suite 700, Laguna Hills, CA 92653, telephone (949) 581-4988, if you have any questions.

Thank you for your support and interest in preserving our community.

Sincerely,

The Board of Directors  
Aliso Villas Condominium Association No. 2



**Aliso Villas  
Condominium Association #2**

**RULES & REGULATIONS**

<b>TABLE OF CONTENTS</b>	<b><u>PAGE</u></b>
INTRODUCTION	4
ARCHITECTURAL CONTROL	5
AIR CONDITIONERS	5
BARBEQUES	5
BUSINESS/COMMERCIAL ACTIVITIES	5
DECK MAINTENANCE POLICY	6
DOORS	6
DUMPING OF PERSONAL ITEMS	6
DUMPSTERS	6
EMERGENCIES	7
EXTERIOR CABLES AND WIRING	7
FENCE EXTENSION	7
FIREARMS	7
FIREWORKS	7
FIRE EXTINGUISHERS	7
FLAGS	7
GARAGES	8
GARAGES DOORS	8
GARAGE SALES	8
HANGING ITEMS ON EXTERIOR	8
HOLIDAY & LIGHTING DECORATION	8
INSURANCE	8
KEY FOBS	8
LANDSCAPING	8
LEASING/RENTING A UNIT	9
LIGHTING	9
LITTERING	10
MAILBOXES	10
NOISE	10
NUISANCE	10
ODORS	10

OUTDOOR FURNITURE	10
OWNER CAUSED DAMAGE	11
PARK/RECREATION AREA	11
PARKING	11
PATIO COVERS	13
PETS	13
POOL	13
ROOF ACCESS	14
SATELLITE DISH POLICY	14
SCREEN DOORS	15
SIGNS & REAL ESTATE SIGNS	16
SMOKE ALARMS	16
SPORTS APPARATUS	16
STORAGE	16
TERMITE TREATMENT	16
TRASH	16
UMBRELLAS	17
VANDALISM	17
VEHICLE REPAIR	17
VENDOR TREATMENT	17
WATER POLICY	See Addendum
WINDOW COVERINGS	17
WINDOW FANS	17
WINDOW REPLACEMENT	17
WINDOW TINTING	17
MISC. APPENDIX	18
BOARD HEARINGS	18
COMPLAINTS	18
FINE POLICY ON VIOLATIONS	18
VIOLATION COSTS	18
FORMS	21

## INTRODUCTION

Aliso Villas Condominium Association No.2 (hereinafter "Association") is a California non-profit corporation consisting of those Owners of Units or Condominiums within the Aliso Villas No.2 Development (hereinafter "AV2"). The Association offers many advantages to its residents. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on Members of the Association.

The foundation for the Association is to ensure that the Common Area and common facilities be maintained in an attractive manner, that they will be available for the enjoyment of all Members, and to uphold and/or enhance the value of each homeowner's Unit. Your ownership in AV2 and within the Association provides a membership base to share the future and present costs of maintaining the community.

This information has been prepared to provide owners and tenants of Units in AV2 with a useful reference to the Association Rules and Regulations (hereinafter "Rules") by which all residents and guests are governed. Unit owners, tenants and guests are automatically subject to the Rules by virtue of ownership, possession of a Unit or being a guest of a resident.

These Rules support the Covenants, Conditions and Restrictions (hereinafter "CC&R's"), but do not cover the entirety of the document. While care has been taken to set forth all of the Rules as completely and objectively as possible, should there be any inadvertent inconsistencies and/or omissions, it is the language in the CC&R's that is controlling. These Rules are subject to modifications, additions, or deletions as the need may arise. Please be sure to read the CC&R's carefully.

## ARCHITECTURAL CONTROL

In order to maintain the architectural character of this community as it has been established by the original design, it is necessary that modifications made, and the materials and colors used, be compatible with those presently existing. The Architectural Review Committee (ARC), by setting standards and approving proposed plans, does not desire to stifle creativity, but rather to assure a continuity of design which will help maintain appearance and enhance the overall value of each owner's property.

Physical alterations to the decks, patios, balconies, stairways, and any outside portion of the Unit are strictly regulated. Approvals must be obtained from the Association through the ARC for alteration of all exterior patios/decks, the painting of exterior walls and fences, or the installation of any landscaping materials or other vegetation. This includes, but is not limited to, skylights, solar panels, sunshades, trellises, outdoor shutters, awnings, radio or TV antennae, etc. Approval does not waive the necessity of obtaining the required City/County permits. Obtaining City/County permits does not waive the need for Architectural Committee approval prior to construction. Failure to obtain the necessary approvals will constitute a violation of the Declaration of Covenants, Conditions, and Restrictions and may require modifications or removal at the expense of the Owner.

**ARCHITECTURAL REQUEST FORMS MAY BE OBTAINED FROM PROPERTY MANAGEMENT OR THROUGH THE ASSOCIATION WEBSITE: [www.alisovillas2.com](http://www.alisovillas2.com)**

In rendering decisions in connection with architectural review matters, the ARC and/or Board makes such decisions based strictly upon subjective aesthetic concerns, and maintaining harmony and conformity in AV2 when considered as a whole. The ARC and/or Board makes no representation, warranty, or other guarantee as to structural integrity, propriety of construction, and/or compliance with local or other building codes and permit requirements in making its determinations in connection with architectural matters.

### AIR CONDITIONERS

Air conditioning units, which protrude through windows or walls, are not permitted in dwelling Units. A central air conditioning system is the only air conditioning allowed. The air conditioning system must be installed by a licensed, bonded and insured contractor. The homeowner must submit an Architectural Request Form to the Board.

### BARBEQUES IN COMMON AREA

1. Barbeques in the Common Area are only permitted at the installed BBQs in the designated recreation area.
2. No other barbeques are permitted in Common Areas.
3. Open fires are not permitted.

### BUSINESS & COMMERCIAL ACTIVITIES

Except as superseded by any applicable law or ordinance (such as the operation of a daycare), no Dwelling shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.

An Owner of a Lot or Condominium in the Community may maintain a home-office and conduct business activities by way of the following conditions:

1. There is no external evidence of such activity.
2. Such activities are conducted in conformance with all applicable governmental ordinances.
3. The patrons or clientele of such activities do not regularly visit the Lot or Condominium or park automobiles or other vehicles within the Community.
4. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot or Condominium.

5. No such activity increases the liability or casualty insurance obligation or premium of the AV2 Association.
6. Such activities are consistent with the residential character of the Community and conform to the provisions of the CC&R's and Rules.

#### DECK MAINTENANCE POLICY

The deck policy will be enforced pursuant to the Association's violation enforcement/fining policy. Any violation of this policy will be considered a major violation.

If a deck is damaged because a homeowner or tenant fails to maintain the deck or violates this policy, the Association will charge the homeowner for the cost to repair any damage caused after notice and hearing. Those charges may be recovered by the Association, through lien and foreclosure.

Decks must be maintained and kept free of debris, such as leaves, dirt, etc. Decks should be swept or hosed at least monthly, and debris from the deck must be disposed of, and not left on the Common Area. Any damage or cracking in a deck should be reported to the Association immediately to prevent further damage to the deck or building.

The only items which may be placed on a deck are as follows:

1. No more than six (6) potted plants of a maximum ten (10) gallon size, always elevated from the deck by a cart with plastic casters (neither metal or wood may be allowed to touch the decking surface).
2. Patio furniture -anyone piece not to exceed 50 pounds. If furniture is not plastic it must have plastic sliders attached.
3. An air conditioner, but only if it is supported by an approved stand and not placed directly upon the decking surface.
4. One barbeque no larger than a standard size portable grill. If the barbecue has metal feet, it must have plastic sliders attached. All barbecues must be in good condition and repair. A barbeque mat to catch overflow grease is recommended.
5. One standard size doormat.
6. Decks may not be used for storage of any kind.

The following is strictly prohibited:

1. Animal feces and urine touching the deck surface.
2. Allowing water from hose bibs to leak onto the deck.
3. Allowing excessive watering to come into contact with the deck surface, fascia and railings.
4. Items over 50 pounds on the deck surface.
5. Any item that allows water to pool.
6. Outdoor/indoor carpeting of any kind.
7. Any penetration into the deck system.

#### DOORS (EXTERIOR)

Replacement and repair of the front door, patio door, and garage doors are homeowner responsibility.

An Architectural Request Form is required when replacing or painting all exterior doors, except when there is a community wide painting project. All doors must be compatible in color and design within the standards of the community, and approval thereof is at the discretion of the ARC.

#### DUMPING OF PERSONAL ITEMS IN COMMON AREA

Leaving personal items including (but not limited to) washers, dryers, furniture, water heaters, etc, is not permitted, unless a pick-up is scheduled for the same day. Item must be tagged with a note indicating pick-up with date of pickup. No exceptions.

#### DUMPSTERS

Dumpsters are not permitted on the property without board approval. If permitted, it must be put in assigned parking space for no longer than 48 hours. If needed longer, a small dumpster in the garage is

permitted with approval from the board.

### **EMERGENCIES**

In the event of an emergency, it may be necessary to gain prompt access to your Unit. It is highly recommended that you supply management with your telephone number and/or your emergency contact person(s). The prime objective is to minimize the damage that could occur to your Unit and others as the result of the Association's inability to gain access to your Unit other than by retaining the services of a locksmith, etc. All costs in gaining access to your Unit in an emergency will be the responsibility of the Unit owner.

### **EXTERIOR CABLES AND WIRING**

Cables or wiring may not be visible on the exterior of the building. Cables from Satellite Dishes on exterior must be kept to an extreme minimum, entering the structure from the point closest to dish installation. No exceptions.

### **FIREARMS**

The discharge of firearms within the properties is prohibited. The term "firearms" includes "8B" guns, pellet guns, guns, rifles, paint-ball guns, air guns, slingshots, bows, cross-bows and any other firearms of all types regardless of size.

### **FIREWORKS**

The discharge of fireworks/firecrackers is strictly prohibited anywhere on the Association property. No person shall possess light, set off, or discharge fireworks within the community.

### **FIRE EXTINGUISHERS**

Working fire extinguishers are required in all Units. Owners are responsible for keeping extinguishers fully charged at all times.

### **FLAGS**

Excerpted from The Flag Code, United States Code, Title 36, Chapter 10

- a. Display the flag only from sunrise to sunset. Flag may be displayed twenty-four hours a day if properly illuminated.
- b. Raise the flag briskly but lower it ceremoniously.
- c. Flag should not be draped over the hood or back of a vehicle; it should be fixed firmly to the chassis or clamped to the right fender.
- d. No other flag or pennant should be placed above the American Flag; if there is another flag on the same level, it must be to the left of the US Flag.
- e. Except as a signal of distress, the flag should never be displayed upside down.
- f. The flag should never touch anything beneath it, such as the ground, the floor, water or merchandise.
- g. The flag should never be used for advertising purposes in any manner.
- h. When the flag is in such condition that it is no longer a fitting emblem for display, it should be destroyed in a dignified way.

### **DECORATIVE FLAGS**

Homeowners may display decorative flags within exclusive use areas, such as private patios, or decks. Decorative flag installation devices may only be attached to wood fascia around or near your front door, and may not overhang onto sidewalks or drive areas.

Owners installing non-commercial decorative flags and related installation devices on any Association Property location, and/or in a manner that damages the Association Property or other property, will be held responsible for the cost of removing the equipment and repairing said damage.

### **GARAGES**

Garages are exclusive use areas. Garages may be used for storage of personal items but must be able



to accommodate parking for a standard automobile.

#### GARAGE DOORS

Garage doors must be maintained in a clean, operational, and dent free condition.

Garage doors shall be kept closed at all times, except for access into or access out from the interiors of the garages.

#### GARAGE SALES

Individual garage sales by the Unit Owner/Resident are not permitted. By prior approval of the Board, community garage sales are arranged up to twice a year.

#### HANGING OF EXTERIOR ITEMS

No personal items like clothes, sheets, blankets, rugs or laundry of any kind shall be displayed on any part of the Common Area and/or the Exclusive Use Common Area, including but not limited to decks, patios, windows or entryways.

#### HOLIDAY & LIGHTING DECORATIONS

1. Holiday decorations (excluding lights) may be displayed within your Unit two (2) weeks prior to a holiday and must be removed no more than one (1) week after the holiday.
2. Holiday lights may only be displayed and illuminated from Thanksgiving Day through January 15th at which time they must be removed. Any penetration into roof is prohibited, and any damages to Common Area as a result of outside installations, will be assessed to the homeowner.
3. Any exterior lighting must meet all applicable electrical codes. In no event may the exterior walls of any building be penetrated in order to affect an electrical feed.
4. No decorations or lights are permitted on the roofs or mansards, or in any landscaped Common Areas.

#### INSURANCE

Unit Owners/Residents are responsible for carrying insurance on their personal property and are strongly encouraged to carry insurance for the inside of their Unit, including but not limited to such items as painting, paneling, carpeting, wall coverings or Unit Owner installed upgrades, et cetera.

It is highly recommended that each homeowner obtain individual Homeowner insurance which will cover any deductibles resulting from a claim on the Master policy or special assessment.

#### KEY FOB

One key FOB will be issued per residence for a deposit of \$50.00 These keys will allow you access to and from the pool and bathrooms during normal operating hours.

A small black key FOB reader easily identified by an illuminated red L.E.D. is located on the entry door to and from pool location. Hold your key FOB up to the reader. Upon reading the information from your key FOB, the green L.E.D. will light up and the electronic lock will be released granting access.

The system records the time of entry and exit of all persons using the gate, as well as the door to the bathrooms. It allows the Association to maintain an accurate account of who is currently in each area of the facility including the date, time and duration of the visit. The purpose of the system is to ensure that unauthorized people are not using the facilities.

- Please inform management of any lost or stolen key FOB, as it will be deactivated.
- Once homeowner has signed pool form they may have a key FOB issued to them.
- Key FOBs will only be issued to owners of record.

#### LANDSCAPING

The Common Areas are maintained under the direction of the Board of Directors.

1. No landscaping or plant material, or Association maintained irrigation, located in the Common Areas shall be altered, moved, or added without prior permission of the Board of Directors.
2. The removal of natural vegetation, trees, or wood from the Common Areas and/or facilities is prohibited.
3. Those Units which have a brick planter as designated by the site plan, may plant in these limited areas, provided approval has been given by the Board of Directors. Approved plant material is at the discretion of the Board of Directors.
4. The Association reserves the right to remove trees, bushes and private plantings from the Common Area, for reasons of aesthetics, safety, trimming expense and property improvement.
5. Birdfeeders, birdbaths and birdhouses are not permitted.
6. Landscaping in Exclusive Use Common Areas (as defined by the California Civil Code): Any landscape shall at all times be maintained in good condition by the homeowner. No trees or shrubs should be attached to or touch the structure. Homeowners will be responsible for all costs and damages resulting from personal landscaping or installations in Restricted and/or Exclusive Use Common Areas.
7. The Association is not responsible for any damage to additional plantings.
8. Unit Owners/Residents are responsible for watering all landscaped areas within their exclusive use area.
9. Unit owners shall adhere to city ordinances regarding outside water usage.
10. No hoses or gardening implements may be hung or stored in Common Area.
11. Trimming within the confines of any patios is the responsibility of the homeowner. Trees and foliage must look neat and be trimmed regularly. They must be kept away from the building and roof.
12. A homeowner may not have vines or other plants growing on stucco, patio fences, decks or wrought iron railings. Such vines have caused wood rot, stucco damage, rust and staining. If a homeowner has vines or similar plants, the homeowner will be asked to remove them.
13. No "yard art" or personal decorations are allowed in any Common Area planter or turf.
14. Malibu style lighting is not permitted in any Common Area.
15. No plants or decorations should be hanging over railings or placed on stairways.
16. The Common Area slopes are landscaped, not only for aesthetic value, but also for structural control. Slope maintenance is very expensive and all residents, children and guests must stay off the slopes. The homeowner will be responsible for any damage or replacement costs, and is subject the violation Fine policy.

Landscaping services are contracted yearly and overseen by management and the Landscape Committee. Concerns about landscaping should be directed to management, the Landscape Committee, or brought up at the monthly Board of Directors meetings.

#### LEASING OR RENTING A UNIT

1. Each owner/property manager is responsible for making sure their tenants follow the CC&R's and Rules of the Association, as they will be responsible for any damage or violation caused by their tenant.
2. Each owner/property manager must provide the Association Manager with a list of all tenants with their work and home telephone numbers. These must be on file in case of an emergency.
3. For the purpose of these Rules, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
4. No Owner may rent or lease his/her dwelling for transient or hotel purposes or for a period of less than thirty (30) days.
5. You may purchase an additional Rules Book for your tenant for the cost of a printing and handling fee. Current printing rates will be determined at time of request.

#### LIGHTING -Common Area

Malfunctioning light poles in the community or streets are maintained by SCE but may be reported to management or directly to the Edison Company online at [www.sce.com](http://www.sce.com). Edison will request the pole number (usually on a metal plate on the pole) and/or as well as the address of the nearest Unit.

### OUTDOOR LIGHTS

Outdoor floodlights may be installed in enclosed patio areas instead of decorative lighting and may have automatic controls to turn them on and off.

1. Spot lights and utility lights of any kind are not permitted on the front of Units.
2. Outdoor lights replaced by the front door of Units must be decorative brass and the same approximate size as the original lighting fixture.
3. Malibu lighting or similar landscape lighting is not permitted in any Common Area.
4. Exterior light bulbs must be white or clear glass. No colors are allowed.
5. An ARC approval must be obtained prior to installation.

### LITTERING

No littering is allowed at anytime, anywhere on the Property.

Owner shall not permit or cause any trash to be kept anywhere in the community other than places designated specifically for such a purpose.

### MAILBOXES

Mailbox keys are the homeowner's responsibility. Replacement keys may be obtained from the Mission Viejo Post Office. The repair of the mailboxes is also the responsibility of the Post Office.

- Positively no notices, flyers, or advertisements may be attached or posted on any mailbox, unless authorized by the property manager or Board of Directors of Aliso Villas 2.

### NOISE

It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the property limits of the Association.

No late night noise due to parties or gatherings in the parking areas, patios, Units, garages or courtyards is allowed after hours. Mission Viejo Police Service has determined that 10:00 p.m. is a reasonable hour for noise to cease. If the disturbances continue after 10:00 p.m. AV2 Patrol officers, or designees of the AV2 property manager will be notified for each occurrence and any charges from the Mission Viejo Police Services will be assessed to the owner of the Unit involved. Residents are reminded to please be considerate of their neighbors at all times regarding noise from music, cars, pets, etc.

All owners, guests, and tenants have the right to quiet enjoyment. QUIET HOURS ARE FROM 10:00 p.m. to 7:00 a.m. When serious and repeated noise violations occur, complaints should be reported to the Mission Viejo Police Services at 949-770-6011.

### NUISANCE

Activities or the existence of any plants, animals, or things of any sort that is noxious, dangerous, unsightly, unpleasant, or in any way diminish or destroy the enjoyment of the properties is strictly prohibited.

1. Ball playing against any building structure is forbidden.
2. Chalk drawings in Common Area must be washed away daily before dusk.

### ODORS

No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

### OUTDOOR FURNITURE

Outdoor furniture visible from other homes or Association Property must be designed for outdoor use only. Visible furniture in a state of disrepair, (i.e., torn cushions, rusting frames, faded or torn umbrellas), is prohibited.

### OWNER CAUSED DAMAGE

Charges incurred to repair damages to any Common Area that are made by a Unit Owner, Tenant, Hired Agent, and/or Guest will be billed to the Unit Owner due to;

1. Loss or damage to any person or property that is caused due to the act or neglect of an Owner or such Owner's guest, Owner will be liable and responsible for same.

### PARK RULES AND REGULATIONS

Park hours are from 6:00 A.M to 10:00 PM. The park is available only to residents of AV2 and their guests.

The following are prohibited in the park area:

1. Littering.
2. Igniting of fires other than in metal barbecue facilities.
3. Camping.
4. Possession or discharge of a firearm or fireworks.
5. Commercial activity of any kind.
6. Bottles, containers, or other items made of glass.
7. Activities that could be a hazard or nuisance to any person.
8. Loud music. .
9. Unleashed animals.
10. Motorized vehicles.
11. Bounce/Jump Houses or any other play apparatus not part of fixed installations.

Place trash in trash receptacles only. If trash receptacles are full, take your refuse with you. Never dump or deposit trash at the park. Damage to property is punishable by fines and/or prosecutable by law.

### PARK PERMIT RULES

The rules and regulations, listed below, are for the protection and benefit of everyone. Your cooperation in following these rules will afford pleasant relaxation and recreation for all concerned.

All parties of persons numbering more than (12) twelve must submit a request for a Park Permit. Permit applications should be made at least 48 hours in advance. The Park Permit can be obtained from the website [www.alisovillas2.org](http://www.alisovillas2.org) or from the Property Manager.

1. Park Permits must be made available upon request by the Security Officer.
2. The park is reserved on a first-come, first served basis.
3. The park is not considered reserved until a complete application and the appropriate fees have been received by Management. There is a \$25.00 security deposit in order to reserve the park, which is refundable upon a security verification that ensures proper clean up and no damage.
4. All tables must be returned to their original place.
5. All trash must be disposed of.
6. All decorations should be removed from the park. The Security Officer will inspect the park before and after each reserved use.
7. There is a nonrefundable fee of \$2.00 per hour to use the electricity from the pool, payable in advance.

Park facility reservation does not include exclusive use of pool facilities. Residents are responsible for the actions of their children and/or guests whether or not the resident is present at the park. The responsible parties will pay the cost of any property damage caused by residents or their guests.

### PARKING -VEHICLE

Due to the number of vehicles which park in our community and the limited guest parking spaces, adherence to the Parking Rules and CC&R's is necessary.

1. Resident parking is only permitted in:
  - Resident's Garage
  - Resident's Assigned Parking Space

2. NO PARKING in emergency access lanes. This includes all streets in AV2, unmarked spaces, red curbs, in front of garages, and in front of walkways. If your vehicle is in an emergency access lane it will be towed without warning at owner's expense.
3. Parking in a manner which leaves oil or other debris on the street or roadway is prohibited.
4. Parking against the normal flow of traffic and with the driver's side of the vehicle next to the curb is prohibited.
5. Vehicles may not be stored in assigned parking spots or in any Common Area. "Stored" or "storing" occurs when a vehicle is parked in the same location for a period in excess of seventy-two (72) consecutive hours.
6. Vehicles in Common Areas must have current registration and be kept in a clean appearance. When it is believed that a vehicle is abandoned or stored, the vehicle will be cited and subject to be towed off the property at the owners expense.
7. Vehicles shall not be overhauled, nor shall repairs be conducted on any portion of the properties except wholly within the garage with the garage door closed.
8. No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence either temporarily or permanently.

The words "VEHICLE," VEHICLES,' and "VEHICULAR"<sup>if</sup> as used herein these rules include, but are not limited to; UNREGISTERED PASSENGER VEHICLES, MOPEDS, MOTOR BIKES, MOTORCYCLES, GO KARTS, GOLF CARTS, MOTORIZED SCOOTERS/ RAZORS.

Such vehicles are not permitted to be parked or driven through the Common Area at any time.

Vehicles such as COMMERCIAL TYPE, RECREATIONAL VEHICLES, DUMP TRUCKS, DELIVERY TRUCKS, CAMPER UNITS, MOTOR HOMES, BUSES, TRAILERS, TRAILER COACHES, CAMP TRAILERS, BOATS, AIRCRAFT, MOBILE HOMES OR OTHER SIMILAR VEHICLE EQUIPMENT, whether operable or not, are not permitted to park on AV2 property at any time.

#### GUEST PARKING

Guest Parking is for use by guests of residents only. Each Unit is allowed to use Guest Parking for their guests for a maximum of eight (8) overnight periods in a ninety (90) day rolling window. An overnight period is defined as during the hours of 12:00am to 6:00am, seven (7) days a week. The ninety (90) day rolling window begins the first overnight period that a guest vehicle is parked in Guest Parking and lasts for ninety (90) days thereafter.

Should a resident require more than 8 overnight periods during a ninety (90) day rolling window, an extension request should be made to the Board of Directors. Extension requests will be reviewed on a case by case basis, and can only be approved by the Board of Directors, never to exceed fourteen (14) continuous days. Only Residents who are in compliance with the garage parking policy (Ref. Article II Section 2 of the CC&Rs) may use Guest Parking for a third vehicle in the limited manner set forth herein,

#### PROCEDURE FOR SAFELISTING A GUEST VEHICLE:

Have the vehicle's License plate #, make, model and color of car available to be safelisted.

1. Contact Patrol Masters at (949) 209-6370 or (714) 648-0602
2. Use Patrol Master's website [www.patrolmasters.com](http://www.patrolmasters.com)

If this process is not followed your guest will receive a citation, which will be in effect for 120 days. This means any time within this time frame this vehicle will be towed without warning at owner's expense if not on the Safelist.

Residents may NOT Safelist or park their own vehicle(s) in Guest Parking. If residents park their vehicle in guest parking they are subject to tow at the vehicle owner's expense. If a resident is found in violation of this rule, the Board of Directors will put the vehicle(s) on a "Hotlist" with the HOA Patrol Service. Once on the "Hotlist" the vehicle will be towed if found in Guest Parking. The homeowner will have 14 days to provide evidence that the vehicle does not belong to this household.

## PATIO COVERS

1. No Owner shall construct or install a patio cover or similar structure without complying with all ordinances and regulations of the City. This restriction shall specifically include, without limitation, full compliance with all requirements of the City.
2. May be a maximum of 10ft. in height.
3. Must be of wood construction, minimum 4x4 post size, and minimum 2x2 lattice size. Color and detailing shall match existing structure color(s) and style.
4. Wood shade structures with "open" trellis type (normally flat) roof.
5. The patio cover must be painted to match the trim of the building.
6. The structure must be consistent and complement the existing Architectural features of the Unit.
7. The patio cover must not be attached to the patio fence, damage deck seal, system or obstruct maintenance to the Common Area in any way.

Note: The design of all structures shall include construction plans with dimensions, elevation view and construction details, and must be approved by the ARC prior to construction or installation.

## PETS

No animals (other than dogs, cats, or other animals reasonably considered to be household pets), shall be raised, bred, or kept anywhere on the Property, nor shall any animal be kept, bred, or maintained for commercial purpose.

The size of pets kept within any Unit or allowed access to the Common Areas shall be within reason in order to maintain control, prevent nuisance problems and to prevent danger to the health, safety and general welfare of the Unit Owners/Residents.

No more than two (2) cats or two (2) dogs may be kept within any Unit. All pets must be leashed anywhere on the Property that is outside the boundaries of the Unit itself.

1. Pets may not be left unattended outside of the Unit at any time. Per Mission Viejo City Ordinance, Pet Owners must clean up IMMEDIATELY after pets, remove pet defecation and dispose of it in proper refuse container.
2. No animals may be kept in the garage.
3. Pet Owners shall be responsible for cleaning up any waste products left by their pet(s).
4. Pet(s) may not be tied outside of condominium Units, or left unattended on patios/balconies for extended periods of time.
5. Owner shall be responsible for any damage done by their pet(s) to the common elements, and for their pet's behavior, which would interfere with the rights of use of common elements or endanger the health of, or unreasonably disturb the owners or occupants of any condominium Unit.

## POOL RULES AND REGULATIONS

The rules and regulations are for the protection and benefit of everyone. They assure the safe and sanitary operation of the pool facilities. Your cooperation in following these rules will afford pleasant relaxation and recreation for all concerned. Parents must caution their children to observe all rules and to obey instructions. Any failure to comply with the rules shall be considered sufficient cause for enforcement action as deemed necessary by the Association, and ejection from the pool area.

## POOL HOURS ARE FROM 8:00 AM TO 10:00 PM

1. All persons using the pools or pool areas do so at their own risk. The Association, Association or their agents do not assume responsibility for any accident or injury in connection with such use.
2. All persons must sign in at the gate. Members must enter the pool area using their own membership key. Security and other pool members will not be allowed to open the gate to members without membership keys. Children under the age of 14 must be accompanied by an adult (over 18 years if age) while in the pool area. Gate must remain closed at all times.

3. Guests must be accompanied by a resident.
4. Any person using the pools at times other than regular established pool hours will be banned from any further use of the pool for the remainder of the season and charged with trespassing.
5. Security is responsible for the strict enforcement of all rules and regulations. Security personnel has the authority to eject any resident or guest from the pool facilities for violations of rules or if their actions constitute a hazard to others.
6. The pools will close for inclement weather at the discretion of the Association. The pool may be closed at any time due to mechanical failure or repairs.
7. The Association or their agents will not be responsible for loss or damage to any personal property of any kind.
8. Homeowners/Residents will be responsible for the actions of their guests whether they are present at the pool or not. The cost of any property damage due to their misbehavior is payable in full by the responsible parties.
9. Diving into the pool is prohibited.
10. Attire is to be appropriate for a community pool.
11. For shoulder length hair or longer, it is required that hair be tied back (pony tail), braided or cap worn (hair clogs the drains and can jam the motor.)
12. Babies of diaper age/Incontinent persons must wear rubber pants over swim diaper or diaper.
13. No wheeled vehicles, other than those needed to assist a handicapped individual, infant or toddler are permitted in the pool areas at any time.
14. No one with skin abrasions, colds, coughs, inflamed eye infections, or wearing bandages are permitted to enter the pools.
15. No pets are allowed within the pool areas.
16. No glass of any kind is permitted in the pool areas.
17. No food, drinks or smoking are allowed in the pool.
18. No smoking in the pool area.
19. Alcoholic beverages of any kind or anyone visibly suffering indulgence of the same will not be permitted in the pool areas.
20. No gum, hairpins and clips are allowed in the pool area.
21. No radios or stereos are permitted within the pool areas unless being used with headphones.
22. No abrasive or vulgar language is allowed or tolerated.
23. Running, pushing, wrestling, horseplay or fighting in and around pool areas is strictly prohibited.
24. The pool may not be reserved for private parties. No exceptions.

It is the responsibility of each resident to see that these rules are enforced in order to maintain a safe pool area for the use and recreation of all concerned. The Association has the obligation and the right to suspend the membership and pool privileges of any member who abuses their privilege or creates a safety hazard for others. At security's discretion, if the pool is too crowded, no additional people will be admitted until space is available. For this reason, no one Unit owner or tenant can bring in more than 6 guests at one time.

#### **ROOF ACCESS**

No one shall be permitted on building roofs for any reason (or without board approval/permission).

In order to prevent damage to roofs and in the interests of safety, no one is allowed on the Unit/building roofs. Anyone needing access to the roof must have prior written approval from the Board or its Agent and must sign a release form to be filed with the Association.

#### **SATELLITE DISH POLICY**

Because the Association has more than one building architectural style within the property, the Association has designated antennae locations on a Unit-by-Unit basis, with all dish installation located no higher than the upper fascia board of the Unit.

Under no circumstances will roof mounting be permitted.

1. The preferred location for mini-dishes is on wooden surfaces only (i.e., fascia boards) without

piercing the stucco surface, or any wood trim surface that leads directly into the interior wall area of the Unit.

2. All coax wiring **MUST** be stapled and concealed as neatly as possible along the underside of the fascia boards, and routed according to Association mandated points of entry. Weatherproof wire guide **MUST** be installed wherever cable enters the Unit. Ground wire **MUST** be run in such a manner as to be as invisible as possible to its termination point.
3. Upon final installation and inspection by the Association, the Association's painting contractor will paint all exposed wiring, and mounts, the same color as the background material it is mounted on, with the cost of such painting billed directly to the Unit owner.

#### **POLICY RELATING TO THE INSTALLATION OF SATELLITE DISHES AND ANTENNAS DEFINITIONS**

1. The term "FCC Permitted Antennas," as used in this policy ("Policy"), means television antennas designed to receive broadcast signals over-the-air, and satellite dishes and microwave cable antennas which have a diameter or diagonal measurement of one meter or less (i.e., 39.37 inches).
2. The term "Prohibited Antennas," as used in this Policy, means all antennas which are not FCC Permitted Antennas, including, without limitation, satellite dishes and microwave cable antennas which have a diameter or diagonal measurement of greater than 1 meter and antennas designed and/or used for amateur radio, citizens band radio, or receiving or transmitting of other video or audio signals.
3. The terms "Association," "Common Area," and "Unit," as used in this Policy, shall have the same meaning as used in the CC&Rs recorded June 12, 1973.

#### **BAN ON PROHIBITED ANTENNAS**

Prohibited Antennas are not permitted on any real property or improvement within the Association, including, without limitation, on a Unit, garage, or Common Area, unless enclosed entirely within the Unit or garage and not visible from outside the Unit or garage.

The following shall apply to FCC Permitted Antennas:

1. The Association may regulate placement and indicate a preference for installations that are not visible, or minimally visible, as long as the preferred placement allows for an "acceptable" quality signal and does not unreasonably increase the cost of, or unreasonably delay installation. For example, the Association may require reasonable screening or painting of the dish.
2. FCC Permitted Antennas may only be installed on property within the exclusive use or control of the owner/resident. Mounting of FCC Permitted Antennas on roofs or Common Area (including exterior building surfaces) is prohibited.
3. Owners are required to provide notification to the Association detailing the size, type and location of any FCC Permitted Antenna prior to, or within ten (10) days following, its installation. The Association may, upon such notification, regulate the placement and appearance of the antenna.

#### **OWNER'S LIABILITY FOR DAMAGE**

The owner shall be liable and responsible for, and indemnify the Association for, all damage to the Common Area or the exterior building surfaces or roof caused by such owner, the installer, or any occupant of owner's Unit arising out of, or related to, the installation, construction, use, or maintenance of an FCC Permitted Antenna.

#### **SCREEN DOORS**

1. All installations of screen doors must be approved by the ARC prior to installation.
2. Security style screen doors. Color must be black only.
3. Non-Security style doors may be black, bronze or white "colonial style".
4. Retractable screen doors are permitted with ARC approval provided the following:
  - The frame around the screen door matches the existing door frame.
  - The retractable screen door is virtually invisible and cannot be seen from the street.
  - When not in use, the screen retracts in its framing leaving your front door visible.
  - Any other type of non-retractable screen door must be reviewed and approved by the ARC.



- Sample picture or literature must accompany any screen door submission for the ARC to review and approve.

### SIGNS

No signs, including real estate signs, are allowed in the Common Area. One (1) For Sale or Rent sign may be placed in the window of the Unit. The sign must be professionally made. No hand written signs will be allowed.

### OPEN HOUSE SIGNAGE

1. Realtors may place open house signs in the Common Area 15 minutes prior to the open house and removed 15 minutes after the end of the open house.
2. The signs cannot block the walkway or driveway.
3. Signs not removed will be removed and discarded.

Homeowners listing their Unit with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from Common Area. Signs not complying with policy will be removed by the Association and stored at a central location for pick up by the real estate agent or owner within a reasonable amount of time.

### SMOKE ALARMS

Working smoke alarms are required in all Units. Owners are responsible for keeping fresh batteries in the alarms, and may be liable for damages in case of fire if batteries are removed.

### SPORTS APPARATUS

Portable backboards and other sports apparatus are not permitted on Association Property. All portable basketball backboards and sport apparatus must be stored within the Owner's patio or garage so as not to be visible from any Association Property or adjacent Owners' property when not in use.

### STORAGE

No storage is permitted in view of the community or in Common Area/Exclusive Use Common Area. There are sufficient storage areas within enclosed patio areas and/or garage.

1. Flammable materials and liquids cannot be stored in the carports, storage units, or any Common Area.
2. No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye.
3. Toys, strollers, and/or bicycles must not be left in common area unattended.

### TERMITE TREATMENT

The Association is responsible for the treatment of the structures for termite control. When selling a Unit, the owner is responsible for a termite inspection of the Unit at the owner's expense. If the inspection discovers a termite infestation, contact the Association for treatment arrangements. Homeowners are responsible for the cost of relocation while tenting. If keys and paperwork are not turned in by the deadline date then fines will be levied according to the Fine Schedule.

### TRASH PICKUP

Trash Pickup Day is Tuesday unless holiday schedule applies. Trash containers should not be placed in the trash areas until after 5:00 P.M. on Monday, and be removed by the following Tuesday evening.

There are NO PICKUPS on the following holidays:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day

- Christmas Day

When a holiday falls on a weekday, collections for the week will be delayed one day.

#### UMBRELLAS

No more than one exterior umbrella per Unit is permitted. It must be a solid color no bright colors or patterns.

#### VANDALISM

Any acts of vandalism to Common Areas should first be reported to Mission Viejo Police Services and then to the Property Manager so that the necessary repairs may be completed. Association reserves the right to prosecute to the fullest extent of the law.

#### VEHICLE REPAIR

Vehicles leaking fluids are prohibited on the AV2 Common Area and cost of repairs for damages resulting from same will be incurred by vehicle owner, or member of the Association that the operator of the vehicle is visiting, including but not limited to, grease/oil damage to asphalt paving.

1. No inoperative vehicles shall be allowed to remain on Condominium property.
2. Vehicles without a valid license will not be permitted on the property.
3. Any vehicle found in violation of the foregoing will be towed from the property at the vehicle owner's expense with no notice required other than these Rules, and/or California law.

#### VENDOR TREATMENT

No Owner, tenant or occupant of a Unit shall direct, supervise, threaten or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by the Association or the Association personnel engaged by the Association.

#### WINDOW COVERINGS

New occupants of Units will have 30 days to install appropriate window coverings. Interior window coverings (i.e., drapes, blinds, shades, etc.,) visible from the Unit's exterior shall be in good condition and not detract from the appearance of the property. Blinds that are bent, broken or otherwise in poor condition, reflective foil window coverings, and cracked, wrinkled or poorly installed window films are not permitted. The ARC shall have the right to determine compliance or noncompliance of individual Units within these standards.

1. Sheets, blankets, posters, foil, plywood, cardboard, or such material must not be used for a window covering.
2. No outdoor installations of shades are permitted. Blinds or sunshades of any kind must be installed inside the windows. They may not be hung from the eaves or overhangs.
3. Maintenance of doors, windows and screens is the responsibility of the homeowner. They must be kept in good condition in accordance with Aliso Villas 2 standards.

#### WINDOW FANS

Portable or stationary fans of any type are not permitted in view from common area. Any device of such type must be behind window covering or not, against window or screen at any time, so it cannot be seen from common area.

#### WINDOW REPLACEMENT

Windows may be replaced with double pane and/or low emissive (low-e) vinyl windows style as the original windows. All window replacements must be approved by the ARC and Association. Windows with grids are not permitted. Exterior trim cannot exceed 2 1/2" in width.

#### WINDOW TINT

No after-market applied window tint (tinted film) of any type is permitted. Only factory treated tinted *glass is permitted*.

## MISC. APPENDIX

### BOARD HEARINGS

#### PROCEDURE FOR HOMEOWNER HEARING (TOTAL OF 10 MINUTES)

The homeowner charged with the violation will be given written notice of the complaint, informing him/her of the alleged violation and/or;

1. Homeowner will be given a warning if the conduct alleged is obvious.
2. Homeowner will be given the opportunity for a hearing before the Association Board of Directors.
  - Homeowner will be given an opportunity at the hearing to present a defense and respond to accusations.
  - All hearings will proceed with or without the presence of the alleged violator, as long as notice has been sent in advance. A continuance can be granted by the Board, if necessary.
  - The hearing will proceed based upon witness complaints and/or witness testimony. All evidence will be weighed prior to rendering a finding.
  - All hearings will be conducted during Executive Session and will be closed to the public. The Association Board of Directors will make a determination from the hearing and issue its findings, in writing, to the alleged violator.
  - If the Association Board finds a Unit owner to be responsible for a violation, a fine will be assessed, and the offending owner will be notified in writing within the specified time provided in the California Civil Code.
  - The Association Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable.

### COMPLAINTS

1. All requests, inquiries and complaints related to, shall be made in writing and emailed, faxed or mailed to the Association Company.
2. Names of the complainant will be held in strict confidence.

RESIDENTS HAVE THE RESPONSIBILITY TO ABIDE BY THE RULES AND TO REPORT VIOLATIONS TO THE BOARD. THE BOARD HAS THE AUTHORITY TO REQUIRE CORRECTIVE ACTION BY THE VIOLATOR OR BY LICENSED CONTRACTORS. CHARGES AND/OR FINES WILL BE ASSESSED AGAINST THE VIOLATOR.

### FINE POLICY FOR VIOLATIONS

In the event of any violation of the Rules, Architectural Guidelines, Declaration or By-Laws of the Association, the Association reserves the right to pursue all legal and equitable remedies of enforcement.

### ARCHITECTURAL POLICY VIOLATIONS:

1. First Violation: \$250 each separate violation plus removal.
2. Second Violation: \$500 each separate violation plus removal.
3. Violations not cleared by date specified on first violation letter will accrue a weekly Fine of \$100 in addition to initial Fine.

### Examples, without limitation, of Architectural violations:

1. Adding tile or stone to porch and/or walkways.
2. Any unapproved changes or additions to the outside of a building or landscape.
3. Failure to submit Architectural Request Committee (ARC) form and receive approval for, but not limited to;
  - Fence extension.
  - Front door.
  - Outside lighting.
  - Patio covers. Patio covers in need of maintenance.
  - Planter boxes.
  - Sun Screens on outside of building.

- Windows.
- Wood Trim Removal.
- Permanent installations in patio, including but not limited to; BBQ, pond, fountain, spa.

**MINOR COMMON AREA VIOLATIONS:**

- First Violation: Action must be completed by specified date in violation letter, or 30 days from date of violation letter, whichever comes first.
- Second Violation: \$250 Fine for each violation.
- Third Violation: \$500 Fine for each violation.
- Violations not cleared by date specified on first violation letter will accrue a weekly Fine of \$100, in addition to initial Fine.

**Examples, without limitation, of Minor Common Area Violations:**

1. Bird Feeders -seed type.
2. Climbing on fences.
3. Climbing on roofs.
5. Excessive speed or noise from any motorized vehicle.
6. Honking horns / car alarms.
7. Hose left in Common Area.
8. Loud and offensive language in Common Area
9. Loud music.
10. Motorized scooters, bikes, mopeds, skateboards on any part of the property.
11. Open garage doors.
12. Playing ball near or against buildings.
13. Riding bikes on landscaping, including lawns.
14. Rugs, towels, or clothing over fence, gate, shrubs.
15. Screens: ripped, bent, broken or missing.
16. Throwing balls, sticks, horseshoes or any object near the buildings or parking areas.
17. Trash cans remaining in Common Area (including under stairwell) 1 day after scheduled pickup.
19. Wheeled or motorized means of transportation on lawns.
20. Window decals.
21. Window fans
22. Window Treatment (including film tint).
23. Newspapers piled up, or left out more than 2 days.
24. Fireworks ignited anywhere on the property (No warning or courtesy notice will be provided).
25. Dumping of hazardous waste in Common Area
26. Dumpsters that have not been pre-approved, have not been placed in parking stall after approval, or left longer than authorized period.

**VANDALISM/TRASH IN COMMON AREA MAJOR VIOLATIONS:**

1. First violation: \$250, plus cost of materials and labor @ \$50.00 per hour for any repairs and/or service.
2. Additional Violations: \$500 Fine.
3. Plus all cost of repairs.

**Examples, without limitation, of Major Common Area Vandalism/Trash Violations:**

1. Breaking sprinklers.
2. Breaking windows.
3. Damage to trees or any HOA landscaping.
4. Graffiti/Spray Paint.
5. Dumping bulky items anywhere on the property. e.g. furniture, appliances, etc.
6. Trash/debris around front of garage door.
7. Newspapers piled up, or left out more than 2 days.

8. Vehicle repair in common area

**LANDSCAPING VIOLATIONS:**

Any destruction to the common area landscaping including slopes.

1. First violation: \$250, plus cost of materials and labor @ \$50.00 per hour for any repairs and/or service.
2. Additional Violations: \$500 Fine, plus all cost of repairs, plus dump fees.

**Examples, without limitation, of Landscaping Violations:**

1. Changes to newly renovated/upgraded areas are not allowed.
2. Removing or adding any unapproved plant materials.
3. Dumping plant trimmings or other landscape debris in Common Area for HOA to pickup.

**PARKING VIOLATIONS:**

1. First violation \$250
2. Additional Violations: \$500 Fine, plus all cost of repairs including towing fee, if applicable, at owner's expense.

**Examples, without limitation, of Parking Violations:**

1. Blocking or restricting access to any driveway or entrance to driveway.
2. Blocking or restricting access to any parking stall.
3. Double parking in any parking stall.
4. Excessive speed or noise from any motorized vehicle.
5. Motorized scooters, bikes, mopeds, or skateboards on any part of the property.
6. Parking behind garages.
7. Parking in any Red/Emergency Access Lanes/Red painted curbs.
8. Parking in such a manner that another resident is unable to access their garage or residence.
9. Parking on any landscaped area.
10. Resident parking in guest parking between 12:00 AM midnight to 6:00 AM.
11. Working on vehicles in parking stalls or Common Area.
12. Expired license tags -over 60 days.

**PET POLICY VIOLATIONS:**

1. First Violation: Warning Letter.
2. Second Violation: \$250 Fine.
3. Third Violation: \$500 Fine.

**Examples, without limitation, of Pet Policy Violations:**

1. Excessive dog barking, biting, or off leash with or without owner.
2. Kenneling pets in garage, patio or deck.
3. Not picking up after pet's waste in Common Area or on patio or deck.

**POOL AND POOL AREA VIOLATIONS:**

Violation is the disregard of any Pool Rules

1. First Violation: Warning Letter.
2. Second Violation: \$250 Fine, plus restriction of pool usage (one month).
3. Third Violation: \$500 Fine, plus restriction of pool usage (one year).

**POOL VANDALISM VIOLATIONS:**

1. First Violation: \$250 Fine, plus costs of materials and labor for repair.
2. Second Violation: \$500 Fine, plus possible restriction of pool usage.
3. Third Violation: \$1,000 Fine, plus restriction of pool usage.
4. Pool Vandalism is anything which may cause or require the pool to be shut down for maintenance or repairs.

The examples listed above are not all inclusive and may be amended from time to time as deemed

necessary.

VIOLATION COSTS - All violation costs shall be added to the account of the offending owner.

FORMS - FORMS MAY BE OBTAINED FROM PROPERTY ASSOCIATION OR THROUGH THE ASSOCIATION WEBSITE: [www.alisovillas2.com](http://www.alisovillas2.com).