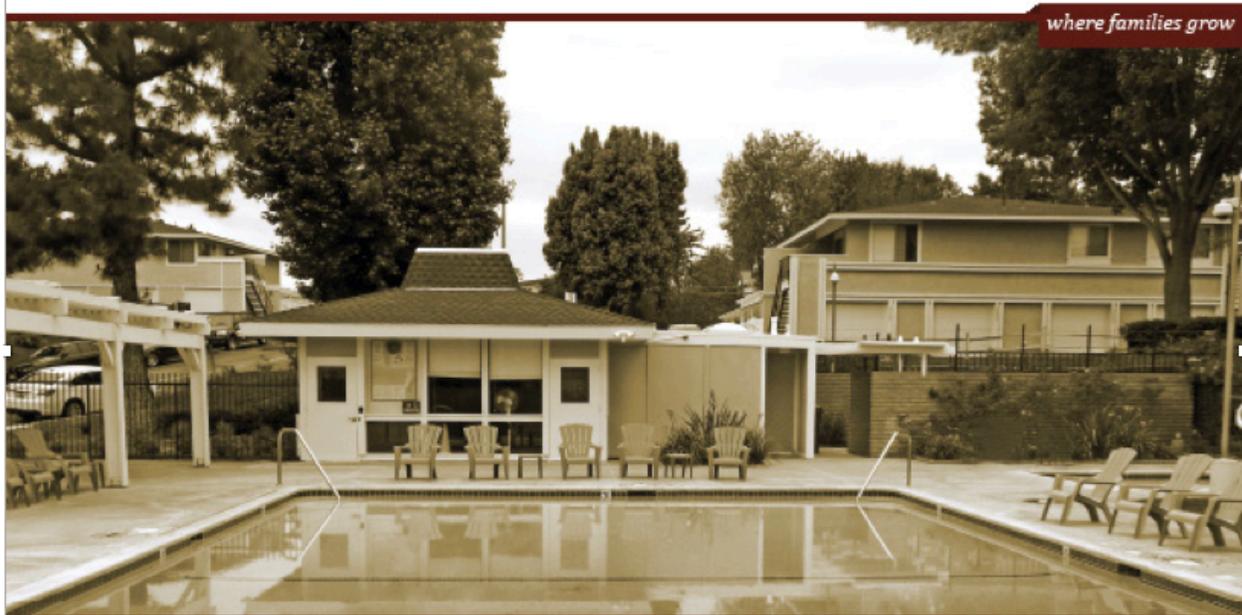

Aliso Villas Condominium Association Mission Viejo



where families grow

RULES AND REGULATIONS

2019

*Aliso Villas is Professionally
Managed by:*

TOTAL
PROPERTY MANAGEMENT, INC.

NOTE: THESE RULES ARE SUBJECT TO CHANGE AT ANY TIME

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INTRODUCTION

Welcome to Aliso Villas Condominium Association! As a condominium owner in Aliso Villas, you are automatically a member of the Aliso Villas Condominium Association. When the community was developed in 1971, a nonprofit corporation was formed that includes all owners within Aliso Villas. You and your neighbors, who own their homes in Aliso Villas, ultimately are collective owners of the entire community. That is why it is important to take an active interest in your Homeowners' Association and to act in a manner that supports cost-effective and attractive maintenance of the community. Through monthly Association dues, the homeowners form the membership base from which all share equally the current maintenance and operating costs of the community.

In Aliso Villas we own only the space defined in our CC&R's. Everything else, including patios, decks, and garages (to which we have exclusive use) are common property, owned and controlled by the Association. Our rules and regulations help to protect us from unnecessary liability, maintain our beautiful community, preserve property values, and live peaceably side-by-side with each other.

The Declaration Bylaws and Articles of Incorporation for the Aliso Villas community specify that the elected Board of Directors have a legal authority and responsibility to establish and enforce rules and regulations necessary for the common welfare of the community, owners, residents, and their guests. The purpose of the Aliso Villas Condominium Association is to ensure that common areas and amenities are maintained in an attractive manner and are available for the enjoyment of all members. There must be a balance between the rights of individuals and the needs of the community as a whole. It is important to remember that condominium living is subject to restrictions not applicable to single-family home ownership. Condominium living requires the sacrifices of some individual rights for the sake of the community's general welfare.

We have 424 units in Aliso Villas. This is a big responsibility. In order to live comfortably we must be respectful of other residents and of the Common Area property. Together, we create a pleasant environment in which to live and protect our investment. Each of us as individuals, as well as all of us together, as a community should be committed to enforcing and living by the Rules and Regulations in this manual. To that effect, the following rules, regulations, and policies have been developed in the context of providing each resident with the greatest enjoyment of the community and its facilities without infringing upon other residents' rights to quiet enjoyment of their homes and community. These rules and regulations support the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for Aliso Villas; however, they do not encompass the entire document. You are encouraged to read the CC&Rs carefully.

The Board of Directors
Aliso Villas Condominium Association

DEFINITIONS

Please use the following definitions for a better understanding of the Rules and Regulations.

Association: The Aliso Villas Condominium Association.

Association Property: That area which is either owned by the Aliso Villas Condominium Association and/or that area over which the Association has an easement for use care, maintenance or other use.

Board of Directors: The Board of Directors of the Aliso Villas Condominium Association.

Common Area / Covered Property: The term “Common Area” or “Covered Property” shall mean and refer to the entire Common Interest Development, except the separate interests therein. At Aliso Villas, everything is owned in common except the air space of the individual units and any improvements to that air space (hardwood floors, carpet, paint on the walls, etc.).

Homeowner/Owner: Any person who is the owner on title to an Aliso Villas Condominium Association condominium.

Garage Access Roads: The streets which provide access to the individual garages and which are also fire lanes.

Guest: Any person who is an invitee of any owner or resident, including vendors and contractors performing work for the owner or resident.

Landscape Maintenance Area: Those easement areas, which the Association does not own but is responsible for maintaining.

Private Streets: Those streets which are interior to the complex and owned by the Aliso Villas Condominium Association. The private streets are: Via Cereza, Via Pera, Via Pimiento and Via Roble.

Resident: Any person living in an Aliso Villas Condominium Association condominium, including guests who remain for more than fourteen (14) continuous days.

Tenant: A person who leases or rents a condominium unit or a portion thereof from an owner or another tenant in exchange for any sort of consideration, or at the sufferance of the homeowners.

Violation: Any noncompliance with the terms and conditions set forth in the Association’s governing documents, which include the Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions (CC&R’s), and adopted Rules and Regulations of the Aliso Villas Condominium Association.

BOARD OF DIRECTORS

The Association Board of Directors operates like a legislative body. Each year homeowners elect board members to fill vacancies. Board members represent the interests of the community that elected them. Members of the board of directors serve without compensation.

Take time to acquaint yourself with the community issues and the people running for Board vacancies. It is critical that you vote in annual elections to ensure that the community has a qualified and complete Board of Directors.

The Board of Directors of the Aliso Villas Condominium Association has the authority and duty to conduct, manage, and control the affairs and business of the Association. The Board is authorized to make and enforce such rules and regulations consistent with laws, the Articles of Incorporation, and the Declaration Bylaws, as the Board may deem necessary or advisable.

The Board has the authority and duty to adopt Rules and Regulations as necessary for the management of Aliso Villas, its use and enjoyment. The Board has determined that the creation of the following Rules and Regulations regarding the use and enjoyment of the condominium property would be beneficial to the health, safety, and welfare of the unit owners, occupants, and guests, as well as to the administration, management, and operation of Aliso Villas.

PROPERTY MANAGER / MANAGEMENT FIRM:

The Board selects and uses a property management company to perform the administrative tasks associated with managing services provided to the community. That firm's services are paid from Association assessments. The Board determines the operating guidelines for the property management firm and governs its interaction with homeowners.

The Property Management firm provides support for all facets of Association business including preparing meeting agendas, financial reports, collection of assessments, maintaining an owner roster, as well as records of correspondence. The manager acts as an intermediary between the Board and owners, vendors or service providers. The manager helps enforce our Association's established rules and regulations and helps to identify issues that require board attention.

Homeowners should contact the management firm with normal maintenance requests such as broken sprinklers, to report vandalism, or to report any major liability risks. Please be aware however that some non-routine maintenance requests may require prior approval of the Board of Directors before such work can be completed.

Check the monthly newsletter, or the bottom of your billing statement for contact info of the current property management company. You can also get the contact information by visiting the Aliso Villas website at: www.alisovillasHOA.com.

BOARD MEETINGS

The Aliso Villas Board of Directors meets in Regular Session the first Wednesday of each month at 7:30 pm. There is no meeting the month of December. The meetings are held at the association clubhouse located at 23021 Via Cereza, Mission Viejo, CA 92691. Special meetings to handle exceptional situations are called as needed.

These meetings are open to homeowners and the Board encourages your participation. Unless otherwise authorized by the Board prior to the meeting, only Owners on title are welcome to attend Homeowner Meetings.

If you'd like to bring an issue to the board's attention, you're welcome to speak during the homeowner forum - a time set aside just for you. In order to promote better communication and provide all interested parties an opportunity to address the Board, the Board of Directors asks that the following Rules of Order be observed:

OPEN FORUM RULES

1. The Board President is the acting chairperson for the meeting. Please respect his/her responsibility and authority in running the meeting.
2. Only one speaker at a time will be recognized.
3. Each speaker should stand to address the Board of Directors.
4. Each speaker shall be allowed three (3) minutes to make a statement, ask questions or express concerns. The Open Forum period is approximately one half hour.
5. If you need more than three minutes, please put your comments in writing. Include background information, causes, desired solutions and other considerations you believe are important. The board will make your written summary an agenda item at the next meeting.
6. Do not interrupt others. Show each speaker the same courtesy you would want extended to you.
7. No audio or videotaping is allowed by attendees, however, the Secretary may tape the meeting to aid in the preparation of minutes. The recording will then be deleted once the minutes have been approved.
8. If an attendee becomes disruptive, he or she may be expelled from the meeting and/or called to a Hearing to discuss a fine for nuisance.
9. As provided for in the "Open Meeting Act," members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes once the open forum portion of the meeting is closed.

GENERAL DISCLAIMER

The material contained within this packet is not intended to be substituted for the services of an attorney. The law and its interpretation are constantly changing. Please consult your attorney or, as needed, your CPA regarding your involvement in a community corporation and the laws applicable to it.

SECURITY DISCLAIMER

As much as we would like it to be, the Association can never be free of crime. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the Association is not and can never be free of crime and cannot guarantee your safety or security.

While Aliso Villas uses the services of a patrol company, they merely observe and report issues of concern to the Board of Directors. They do not provide security services. You should NOT rely on the Association or the patrol company to protect you from loss or harm. You should provide for your own security by taking common sense precautions such as carrying insurance against loss; keeping your doors locked; refusing to open your door to strangers; installing a peep hole in your front door; asking workmen for identification; installing a security system; locking your car; etc.

To maintain the highest level of security possible inside Aliso Villas community, cooperation of all residents is needed. Be aware of any unusual, suspicious, or illegal activities or trespassing and immediately report such activity to the Mission Viejo Police Department at 949-770-6011. If you feel it is an emergency, always dial 911.

ENFORCEMENT AND FINE POLICY

Purpose - The Aliso Villas Condominium Association Board of Directors believes that homeowners desire a high quality community that contributes to an increase in the value of their property over time. In this way, homeowners can maximize the enjoyment of their property today and in the future. Without strong, consistent enforcement of our Covenants/Bylaws, this appreciation cannot be accomplished. With this goal, the Aliso Villas Condominium Association Board of Directors has enacted the following Violation Procedure and Fine Policy (as allowed for in the Associations Governing Documents as well as the State of California Civil Code and Corporations Code.

Each homeowner on title is responsible for the conduct and actions of his self, family members, children, guests, tenants, lessees, and/or their respective guests or invitees whether they are minor or adult. Homeowners shall be responsible for any and all fines

and penalty assessments resulting from the conduct or actions of these persons and for any costs and expenses which may be incurred by the Association to repair any damage to Association Property and/or to areas for which the Association has maintenance responsibility.

Procedure for Enforcement:

1. A Notice of Violation letter shall be issued to the owner by the Management Company. The letter shall provide the alleged violation with an opportunity to cease and/or correct any act or omission, which appears to be in violation of the Governing Documents.
2. Second or Continued Violations (for the same infraction): Final Warning Letter sent to the Owner.
3. Third or Continued Violation (for the same infraction): If the violation is not corrected in the time specified, a Notice of Hearing shall be sent, indicating a date, location and time the charges shall be heard.
4. Serious Violations: For serious violations as determined by the Board of Directors in its discretion, the above steps will be skipped and proceed immediately to the Notice of Hearing.

Notice and Hearing Process

1. The Owner will be notified in writing, by either personal delivery or first-class mail, at least ten (10) days prior to the Hearing. The notification shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation and a statement that the Owner has a right to attend and may address the Board at the meeting.
2. The Board of Directors will conduct the hearing in Executive Session (currently held at 6:30 pm). At the hearing, the Owner may present oral or written evidence concerning the violation.
3. The Board of Directors has the right, after conducting the hearing, to discipline any Owner by taking one or more of the following actions:
 - a. levying a fine/compliance assessment;
 - b. suspending or conditioning the right of the Owner to use any Association Property;
 - c. suspending the Owner's voting privileges; and/or
 - d. entering the Condominium to make necessary repairs or perform maintenance which is the responsibility of the Owner.
4. The Board shall make a decision following the Hearing as to what action is to be taken in order to gain compliance. Within fifteen (15) days after the hearing, the Board will provide the Owner with a written notification of its decision by either personal delivery or first-class mail with an explanation of the suspension, fine or conditions, if any, imposed by the Board.

Fine/Compliance Assessment Schedule

At time of printing, the following is the Association Schedule of Fines and Penalties for violations of the Covenants, Conditions and Restrictions, Rules and Regulations, and provisions of the Architectural/Landscape Guidelines and Standards.

- First Fine: \$100.00 plus administration fees *
- Second Fine: \$200.00 plus administration fees *
- Third Fine: \$300.00 plus administration fees *

** These fines are in addition to any previously levied fines. For example, the total fines for three months of written notices would be \$100 plus \$200 plus \$300 for a total of \$600 plus administration fees.*

Fines shall be in addition to an assessment equal to any applicable cost of repair. For the purposes of this Fine Schedule, a “continuing or repeated violation” shall be one that is assessed to a single lot within a six (6) month period.

Complaints

Should a homeowner note any condition they consider to be in violation of the CC&R's, Rules and Regulations, By-laws or Architectural/Landscape Guidelines and Standards, a written complaint may be filed with the Board of Directors through the Management Company. The complaint will be investigated and a ruling will be made as to its merit. If the complaint is justified, a Notice of Violation will be sent to the appropriate party stating a time limit for the correction of the violation. Non-compliance will result in referral to the Board of Directors for further action as necessary. Please note that the Management Company will not respond to complaints filed via phone call and/or anonymous complaints of any kind.

NOTES

1. In addition to possible fines, illegally parked vehicles may be towed at the vehicle owner's expense.
2. The Board of Directors reserves the right to assess additional amounts for repairing damage to Association property, for threats to life safety and/or for actions which result in a serious liability to the Association
3. At any time during this procedure, the Board of Directors may determine that it is in the best interest of the Association to expedite enforcement action and may choose to take legal action or to cause the violation to be corrected at its expense and assess the account of the owner for reimbursement for said correction.
4. If no compliance is gained, the Board of Directors may seek legal action against the owner. In the event that legal action is taken, the Aliso Villas Condominium Association shall be entitled to collect reasonable attorney's fees and costs.

5. Homeowners shall be responsible for the actions of their tenants and/or guests. The Homeowner will be liable for payment of fines and assessments resulting from violations and damage caused to community property by Tenants and/or their guests. It is the responsibility of the Homeowner and the tenant to advise guests of any Rule or Regulation that may apply (Examples: parking, speeding, pet control, pool rules, or any other Rule or Regulation that may affect the rights of the membership).
6. If an emergency or criminal act is in process, please call 9-1-1 or the Mission Viejo Police Department at (949) 770-6011

ARCHITECTURAL CONTROL POLICY

Article VI of the Bylaws requires owners to obtain written approval from the Association prior to making any architectural modifications. Civil Code Section 4765 requires the Association implement the following procedures:

1. Any owner who wishes to modify their unit shall submit written requests for any proposed alteration to the Association via the Management Company. The request shall be submitted on the approved architectural request form used by the Association and shall include complete plans, specifications and all applicable contractor information.
2. No Alterations shall be made to the interior structural components of the units or exteriors prior to obtaining written approval from the Board of Directors. Responses will be required from the Board of Directors pursuant to the timeframes referenced herein. Unauthorized changes are considered a violation of the Governing Documents and subject to the established fine policy.
3. The modifications shall be consistent with applicable building code requirements. If the modification requires a building permit, the owner is required to obtain the building permit and provide it to the Board of Directors. The Owner shall utilize licensed contractors to complete all modifications.
4. The Board of Directors shall notify the requesting owner of its decision in writing within thirty (30) days of receipt of the completed architectural request form and all required documents (e.g. plans and drawings). If the Board of Directors does not provide a response within 30 days, the request will be considered approved unless the Management Company does not receive the application. The Board of Directors can request additional information from owners and deny a request until said information is provided. Upon providing any supplemental information, the Board of Directors shall have thirty (30) days to notify the owner if the request is being approved. The Association shall provide owners with a written decision that includes the reason for denial of a proposed change.
5. All work shall be completed within 90 days of notice of approval. If not completed

within this timeframe, the Owner shall resubmit the request with any new changes and paperwork plus all previous paperwork for Board consideration.

6. Applicants are entitled to reconsideration by the Board of Directors at an open meeting of the Board to address any decisions made by an architectural committee. Decisions made by the Board of Directors after reconsideration are final. A written request must be received not more than thirty (30) days following the Architectural Review Committee's final decision. Within forty-five (45) days following appeal receipt, the Board of Directors will render a written decision.
7. Owners are entitled to modify their units at their expense to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions that could be hazardous to these persons. Homeowners are permitted to make alterations to the interiors of their unit that do not impair the structural integrity or mechanical systems or lessen the support of any portions of the structures. Homeowners are also permitted to make modifications outside of their units to provide access to the unit. Prior to making any alterations, owners are required to comply with the following:
 - a) The modifications shall be consistent with applicable building code requirements. The alteration would require a building permit, the owner is required to obtain the building permit and provide it to the Board of Directors.
 - b) Modifications shall be done in a way that is consistent with the aesthetics within the community and any safety concerns to other residents.
 - c) Modifications to the exterior of the buildings will not be permitted if they prevent reasonable passage by other residents or create a safety hazard.

Owners making modifications to the exterior of buildings may be required to remove said alterations when the unit is no longer occupied by persons requiring those modifications who are blind, visually handicapped, deaf, or physically disabled.

The Association shall consider all requests for alterations based on the aesthetics within the community, compliance with the governing documents, facilitation of access for handicapped individuals, and taking into consideration the benefit to the community as a whole. The Board of Directors will not make decisions based on the structural integrity adequacy of the proposed alteration. The Board of Directors has the right to require owners submit information from licensed contractors, architects and/or engineers should there be concerns regarding the structural integrity of the modification.

AIR CONDITIONERS

Window-based air conditioners are no longer permitted. Owners wishing to install a central air conditioning system are required to obtain prior written approval from the Association via the architectural review process. The air conditioning system must be installed by a licensed/insured contractor and installed in accordance with the established Architectural Guidelines. Contact the Management Company for an application and a copy of the Air Conditioner Installation Guideline. You can also download these documents from the Association's website: www.alisovillashoa.com

Any existing window unit must be replaced with central air when it becomes inoperable or when the unit changes ownership. The Owner shall be responsible for the cost to repair any resulting damage caused by the removal of the system.

COMMON AREA PROPERTY

General Rules.

1. Use of wheeled toys (i.e. skateboards, motor-bikes, tricycles, "big wheels," bicycles, etc.) is prohibited in all areas of the Common Area landscaping.
2. In the interest of pedestrian safety, skateboarding and hover-board riding is prohibited on the covered property, including Association-owned sidewalks, driveways, parking lots and cul-de-sacs.
3. Ball playing near Aliso Villas buildings, garages and other structures may cause damage to the structures and paint. Owners shall be responsible for any damage sustained to buildings, garages and structures from ball playing and other recreational activities.
4. Residents should be aware that the streets within the community are well traveled by automobile traffic and are not intended to be used as a playground. Please caution all residents and guests at your unit not to play in these areas. Residents may not place barriers in the driveway to mark off play areas.
5. There shall be no climbing on any exterior portion of any building including fences, railings, roofs, mailboxes, nor upon any tree or other object within the Common Area.
6. Moon bounces, slip and slides, play houses, forts, basketball hoops or other similar items are not allowed in the Aliso Villas community. Sidewalk chalk is prohibited anywhere on property.
7. Due to drought conditions in California, washing vehicles, hosing down balconies, patios, garages or driveways is highly discouraged.

Clubhouse. The clubhouse is designated for board meetings and general elections. The facility is not available for rent.

Curfew. Aliso Villas adopts the 10 pm curfew laws of the City of Mission Viejo.

Damage. Homeowners are prohibited from destroying, removing, or altering the landscaping or any other improvements in the common area, regardless of the condition of the plantings. Any damage or injury to the buildings, recreational facilities, gates, fences, Common Areas, equipment, or other Aliso Villas property caused by homeowners, residents, their children or their guests shall be repaired at the expense of the homeowner and subject to the fine policy.

Drones. Due to the danger they pose to commercial air traffic, and invasion of privacy issues (many carry high definition cameras), the use of privately operated drones is prohibited anywhere on the covered property.

Entertainment. Entertainment of any kind, including but not limited to parties, dinners, or picnics are not allowed in the common area.

Littering. Littering of the common areas or disposal of any substance that is hazardous is not permitted on the covered property.

Loitering. There shall be no loitering in the driveways, at the entrances, or in any area or manner that may create a hazard or inconvenience to the Association, to any homeowner, or to any resident.

Solicitation. Door to door solicitation is not permitted within the community and should be reported to the Mission Viejo Police Department as an act of trespass at (949)770-6011. No posters or flyers are permitted on any post, mailbox, or poles.

Smoking. No owner, family member, tenant, resident, guest, business invitee, or visitor shall smoke cigarettes (including electronic cigarettes), cigars, or any other tobacco product, marijuana or illegal substance in the common area pool facility (everything within pool fencing), clubhouse or playground area. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette (including electronic cigarette), cigar or other tobacco product, marijuana, or illegal substance. "Business invitee" shall include, but is not limited to, any contractor, agent, household worker or any other person hired by the owner, tenant or resident to provide a service or product to the owner, tenant, or resident.

Storage. There shall be no obstruction of the Common Area including streets or sidewalks. Personal property (such as, but not limited to bicycles, toys, clothing, lounge chairs) are not to be stored or left in the Common Area.

Vandalism. Vandalism will be prosecuted to the fullest extent of the law. Any observed vandalism should be reported immediately to the Mission Viejo Police Department at 949-770-6011, furnishing any descriptions, addresses, names, etc. The management company should also be advised.

Weapons. The use or display of guns (including b-b and pellet guns), knives or weapons of any kind are prohibited in the Common Area.

DECKS, STEPS, RAILINGS AND WALLS

Use of Decks. Only proper outdoor furniture may be used on decks and patios. Umbrellas may also be used on the deck provided they are kept in good condition and do not display logos or brand names. Balconies and decks are for individual use and not intended for storage of any kind. Homeowners are to use the storage areas provided within their units. Items including, but not limited to, indoor furniture, trash, bicycles, surfboards, or other sports equipment, toys, tools, fountains, kenneled or caged pets, appliances, etc., are not to be kept within the open areas on decks and balconies. No clothing, household fabrics, blankets, sheets, sleeping bags, rugs, or other unsightly articles shall be hung, dried, or aired on any portion of the property, so as to be visible from other residences or the street.

Clotheslines and drying racks. Use of clotheslines and drying racks on the deck is prohibited.

Deck Floor coverings. Deck floor coverings (carpeting, tile, or any other material) having permanent adhesion and/or contact to the deck are prohibited due to the potential for significant damage resulting from moisture retention.

Deck Covers. The Association does permit the installation of deck covers with prior written approval via the architectural review process. The application must include a detailed drawing. Covers must conform to community standards and be approved by the Board of Directors. Standards may be obtained from the property manager. All future maintenance of the cover is Homeowner responsibility and is the Owner's responsibility to disclose this fact to any future purchaser of the unit.

Placement of Personal Plants. All plant material located on the deck shall be healthy and properly maintained so that they are aesthetically pleasing. No vines, plants or planters placed on decks or balconies shall be attached to the building, as this has been known to cause wood rot, stucco damage, rust and staining. No items (including potted plants) may be placed on top of any boundary wall or railing where they may fall. Potted plants shall be kept in proper pots (i.e. no nursery pots) and must have proper footed saucers made of plastic, glass or ceramic. Clay or Terra Cotta footed saucers are not permitted as they leak water and stain the decks. A maximum of 10 potted plants are allowed on decks.

DRIVEWAYS, PARKING LOTS AND CUL-DE-SACS

1. **Speed Limit.** The speed limit throughout the Aliso Villas community is 10 m.p.h. This is a safety issue and will be strictly enforced. Driveways, parkways, and cul-de-sacs are not alleys, but rather entrances to the homes in the community and must be treated as such. Any accidents or reckless driving should be reported, with car description, license number and any other descriptive details available, and immediately reported to the Mission Viejo Police Department at (949) 770-6011.
2. **Compliance with California Law and Association Rules.** All persons must comply with California State Law, Department of Motor Vehicle regulations, and applicable local ordinances when driving on roads or driveways within Aliso Villas. Tenants and guests are subject to all parking rules and regulations established for the community. Homeowners are responsible for all parking violations of tenants and guests. All vehicles must have a current registration, insurance and license plates while driving or parked on the covered property (e.g. driveways, parking lots, cul-de-sacs and garages). Only drivers with a current driver's license may operate a vehicle within Aliso Villas.
3. **Driveways.** The driveways are under the California Vehicle Code by County Resolution #77-1601 and are considered fire lanes. Cars parked in fire lanes shall be towed at the owner's expense. A fine may also be imposed. If your vehicle is towed, call the Mission Viejo Police Department at (949) 770-6011 and they will advise you of the company that has possession of the vehicle.
4. **Mopeds and Motorbikes.** All mopeds and motorbikes are subject to vehicle code restrictions, i.e. both driver and vehicle must be licensed. With the exception of maintenance vehicles or equipment owned or employed by Aliso Villas, all motor vehicles shall be operated only upon paved roads. No off road riding will be permitted.
5. **Vehicle Radios and Audio Devices.** All vehicle radios and audio devices in vehicles will be kept at a reasonable (lowered) volume when the vehicles are parked in a garage, driveway, or when on Aliso Villas complex streets.
6. **Inoperable Vehicles.** All vehicles in a resident's possession that are located on common area premises must be maintained so that they are in operable condition. A vehicle may be towed if it is noted to have obvious operational problems, including but not limited to significant leakage of motor vehicle fluids or flat tires and is parked on the covered property for more than ninety-six (96) hours without being moved. Towing and impound will be at the expense of the owner of the vehicle.

7. **Prohibited Vehicles.** The CC&R's of the Association specifically state "No boat, trailer, recreational vehicle, camper, truck or vehicular machine shall be permitted to remain on any street or on any part of the property...". For the purposes of further defining this section including the definition of commercial "truck", the following vehicles will not be permitted to park or to be stored on Association property:

a) Commercial vehicles which:

- i. displays the name of a business or other commercial enterprise or employer anywhere on the vehicle, (except on its license plate or license plate holder, or as a decal on a windshield or window, and except for passenger vehicles with government designations such as city inspectors, police, fire, etc.);
- ii. has a chassis with a capacity greater than one (1) ton, such as vans, flatbed trucks, stake-bed trucks, tow trucks, tractor-trailer rigs, and the like;
- iii. has more than two axles or four tires;
- iv. carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.;
- v. is over 18 feet in length, bumper to bumper.

b) Vehicles with expired registration or in inoperable condition or leaking any fluid

c) Modified automobiles, such as vans, buses, limousines

d) Abandoned automobiles

e) Unregistered motorized vehicles, such as go-carts, scooters, etc.

When a vehicle is in question, its prohibition, if any, will be solely determined by the board of directors.

8. **Vehicles used as a Business or Residences.** No vehicle, including but not limited to trailers, campers, motorhomes, recreational vehicles, etc. shall be used to run a business out of, or used as a residence on the covered property for either temporary or permanent purposes.

9. **Vehicle Responsibility.** The Association shall not be held responsible for costs associated with the maintenance, insurance, liability, theft, vandalism or any damage to any vehicle in the Aliso Villas complex. The vehicle owner shall be totally responsible for any vehicle parked on the Aliso Villas complex including personal and/or private property in the vehicle.

10. **Moving Vans and Moving Storage Units.** Members must alert neighbors well in advance if your moving van will block their garage so that they can remove their

vehicles. Moving vans will be parked to minimize impact to traffic flow on the driveways and shall only remain on the covered property for as long as it takes to load and unload. An adult must be in attendance at all times. No moving van shall be permitted to park in any parking stall. Any storage unit that is not on a truck and will be placed entirely in the resident's assigned parking stall and must have prior approval from the Association Board. Reflecting tape or signs must be affixed to avoid accidents after dark. Any Homeowner that places a storage unit on the covered property which has not been approved in advance or that remains beyond the time approved by the Association Board will be subject to a Hearing and possible fines.

11. **Resident Parking.** Every unit has two assigned parking spaces: One enclosed garage and one outside space marked with the last three (3) digits of the unit number. Resident or guest vehicles may only park in the garage, the assigned space or the public street. If someone uses another resident's assigned space, the resident may have the offending vehicle towed.

12. **Guest Parking.** There are currently twelve (12) parking stalls marked and designated for guest parking. Residents may not park in guest parking. Any resident vehicle found in violation may be towed at the vehicle owner's expense. The Homeowner may also be subject to the Association's Fine Policy.

Guest vehicles must be "safe-listed" with the Association's contracted patrol service provider, as specified in these rules. Enforcement hours are daily from 11:00 pm to 6:00 am. Each vehicle is allowed a maximum of ten (10) one day overnight temporary "safelisting" permits, in a 180-day rolling window. If you require safelisting and you have already used up the ten (10) allowed days, you must request a variance through the Property Management Company.

If you have a guest, be sure to "Safe-list" the vehicle with the Patrol Service to ensure that the vehicle does not receive a Warning Citation or is towed. The operator will ask for your name, address, and telephone number, and the make, model and license plate of the guest's vehicle. The operator will provide you with a Confirmation Number and ask that you write it down. You can place this written information on the dash of the guest vehicle in a visible location.

13. **Vendor Parking.** The Association maintains three (3) vendor parking stalls for use by Association-hired contractors. All other vehicles parked in these stalls shall be towed at the vehicle owner's expense.

14. **Construction/Remodeling.** Homeowners having work done at their unit should have their vendors park in their assigned stall. Parking behind the garage or in drive way is prohibited and these vehicles will be subject to tow.

15. **Damage.** If the residents or guests of any unit park a vehicle emitting excessive

oil and/or any agent causing damage to the asphalt or its seal, the owner of that unit will not only be subject to a fine, but also be liable for the costs of repair for any damage.

FENCES AND PATIOS

Clotheslines and drying racks. Clotheslines and drying racks are permitted within an enclosed (fenced) patio only and shall be positioned so as not to be visible from street or Common Area. A “clothesline” is defined as a cord, rope, or wire from which clothes may be hung to dry or air. “Drying rack” means “an apparatus from which laundered items may be hung to dry or air.” Clothesline are not permitted to be attached to the building or any other structure. A balcony, railing, awning, or other part of a structure or building does not qualify as a clothesline. Patio walls, fences, dividers, porch railings, light fixtures or any surface plainly visible from the Common Area shall not be used for drying of towels, clothing, screens, equipment or other objects foreign to the specified area.

Fence Extensions. Up until 2006, the Board gave approval to Owners who wished to extend their fence beyond the original developer installed dimensions (13’ x 8’ for townhomes and 16’ x 8’ for single level cottage homes). Approval was given with the condition that in doing so, the current and future owner would be responsible for maintenance, repair and replacement of the entire fence. However, as of January 2006, California law changed to restrict an Association Board’s ability to give away Association-owned common area. As such, the Board no longer accepts applications to extend a fence.

Patio Covers. These may be submitted for approval. Detailed construction or assembly plans must be submitted along with color samples. The Board of Directors has the right to request removal of these improvements if the improvements are in conflict with community architectural aesthetics or if they are not kept in good condition. All future maintenance of the covers is Homeowner responsibility and is the Owner’s responsibility to disclose this fact to any future purchaser of the unit.

Patio Landscape. Homeowners are required to properly maintain their patio so that is aesthetically pleasing. This means that all trees and vegetation shall be routinely trimmed and the patio shall be free of weeds, trash, and dead plants at all times. Vegetation shall not be allowed to grow on the stucco, patio fences, wood trim or roofs. This has been known to cause wood rot, stucco damage, rust and staining.

Personal Food Gardens. Personal food gardens are permitted within the enclosed (fenced) patio area with the following conditions:

- a) the crops shall be grown for personal use or donation. Crops grown for sale or other commercial purposes do not fall within the definition of “personal agriculture” and are prohibited;
- b) only plants that will bear edible fruits or vegetables are permitted. It shall not include marijuana or any unlawful crops or substances;
- c) the resident shall regularly remove any dead plant material, including fallen and decayed fruit and vegetables.
- d) no crops or fruit bearing tree shall be permitted to grow above the fence line.
- e) the use of synthetic chemical herbicides, pesticides, fungicides, rodenticides, insecticides, or any other synthetic chemical product commonly used in the growing of plant crops is prohibited.

Storage.

- a) No mops, brooms, tools or other equipment are to be stored where they are visible from the exterior of the unit.
- b) No towels, rugs, clothing, plants, decorations, etc. shall be placed on the patio fence, railings, walls or any other part of the structure.
- c) No trash or trash containers may be stored on patios.
- d) Patio arbors and canopies are not permitted.
- e) Yards must be free of clutter and mess. Toys left strewn about the Common Area yard is not permitted.

FRONT, SECURITY AND SCREEN DOORS

The front door system, including the door, framing, hardware and threshold is Owner responsibility to maintain, repair and replace. All front, security and screen doors shall be maintained in good condition and in working order at all times. Those found to be in poor condition must be repaired or replaced within 30 days or they will be repaired or replaced by the Association. The homeowner shall be responsible for any repairs and/or replacement and for any fines levied to the account. All replacement front, security and screen doors must be approved by the Board of Directors prior to installation via the Architectural Review process. Doors must match the existing trim colors used in the community.

GARAGES

Garage Door Closure. Garage Doors shall remain completely closed at all times, except as reasonably required for vehicle entry and exit from the garage. Keeping garage doors closed eliminates the opportunity for items to be stolen from your garage, keeps insects and "critters" from entering your garage and helps keep heat and cold from entering the

building. Keeping garage doors closed also presents a neat appearance for neighbors and our entire community. Garage doors must be closed quietly. Slamming garage doors is damaging to the door and building, as well as annoying to the neighbors.

Garage Door Maintenance. The Association maintains the garage door of each unit in Aliso Villas. Do not nail, tape, or fasten items of any kind to the garage door or framing, including, but not limited to holiday decorations, signs, banners, streamers, balloons, writing, etc. All related garage door hardware, including the metal arms, springs, locks and the garage door opener are the responsibility of the homeowner, and are to be properly maintained by the unit owner. Service your garage door hardware regularly; including the lubricating of required components, to ensure that garage door mechanisms are working properly. Each Owner shall ensure that his garage door opener is in proper working order at all times.

Damage. Damage to a garage door or building shall be the responsibility of the Homeowner and all costs associated with the repair.

Garage Door opener. Electric openers are intended to open and close the garage doors for the entry or exit of vehicles from the garages. The openers cause noise and vibration when in use and can cause a disturbance to other residents, especially to residents of the upstairs units directly over the garages. Electric openers are to be limited to the movement of vehicles in or out of the garage. Garage doors openers must be professionally installed and is Owner responsibility to maintain, repair and replace, as needed.

Garage use.

- a) Parking is a premium in our community and throughout Orange County. All residents are expected to park one operable vehicle in their garage.
- b) County law and the Association's Governing Documents state that garages may be used for parking vehicles and storage only. Garages shall not be converted for living or recreational activities. The garage is also prohibited from being used as a playroom, workshop, mechanic's shed, office, sleeping quarters, dog kennel, etc. Remember, the garage is considered common area.
- c) No boat, trailer, non-motor driven vehicle, or non-daily use vehicle may be stored or kept within the garage if it displaces a vehicle from the garage onto common area parking.
- d) No resident shall conduct any repairs to any motor vehicle in his garage or upon any portion of the Neighborhood, except for emergency repairs to the extent absolutely necessary to enable the vehicle to be moved to a proper repair facility (e.g., changing a flat tire or jump starting a dead battery).
- e) No owner shall rent or lease his garage except in conjunction with the rental/lease of their condominium. Conversely, no owner shall rent/lease his condominium without including the garage with the rental or lease.

- f) Garages will not be used for living or business purposes at any time.
- g) No resident shall be allowed to play, entertain or conduct any party or organized celebration within the garage.

NOTE: Residents who do not park a vehicle in the garage are not eligible to participate in the annual lease parking stall lottery.

Garage Safety. Use common sense with any activities you perform in your garage. Keep in mind that natural gas appliances are located in many of the garages and any flammable activity nearby could spark a fire. As such, dangerous, combustible, or flammable products are not permitted to be stored in the garage.

Garage Sales. The Association may authorize one or two community-wide garage sales per year. One sale will normally be held in the spring/summer and if a second garage sale is held it will be scheduled for the fall/winter. All other individual garage, yard or estate sales are prohibited.

HOLIDAYS AND DECORATIONS

Fireworks. Fireworks of any type are not allowed per city ordinance. Remember, Aliso Villas is in a wilderness area / fire zone.

Installation/Removal Dates. All holiday decorations celebrating holidays in December and January are permitted beginning Thanksgiving weekend and must be removed by January 31st of each year. All other holiday decorations are permitted up within one (1) day prior to the month of the holiday and must be removed within seven (7) days after the holiday.

Decoration locations. Holiday lights may be placed on wood fascia but must be attached with plastic non-penetrative clips/hooks intended for holiday lights. Lights may not be nailed or otherwise attached to the wood by any penetrative means. The owner shall be responsible for any damage to the building or fascia resulting from holiday decorations.

Wreaths or other similar type of decorations may be placed on front doors.

Prohibited Areas. Decorations are **NOT** permitted to be attached to or maintained at the following areas:

- GARAGE DOOR OR FRAMING;
- ANY PORTION OF THE STUCCO;
- BUILDING TRIM;
- ASSOCIATION-OWNED FENCES;
- ASSOCIATION-OWNED LANDSCAPED AREA.

Roofing and access. Accessing or walking on the roof is prohibited. No lighting or other decorations shall be placed on the roof, and the roof may not be used as a means of accessing the eaves for hanging lights.

Damage. Residents placing decorations in the Common Area shall be responsible for any damage to the landscaping or Common Area structure.

INSURANCE

Nothing shall be done, kept, or permitted to exist in any building or in the Common Area, which will result in increase of the rate of insurance therein. No owner shall permit anything to be done or kept in his unit which would result in the cancellation of Association insurance, or which would be in violation of any law.

It is recommended that each owner contact his/her insurance agent regarding "Homeowner" insurance on the individual units. The Association insurance provides coverage on the entire exterior of the building, it does not cover the interior of any unit. The Association insurance does not cover such things as a rupture of the unit water heater and consequent flooding of adjoining units. Damage to contents inside the unit are not covered by Association insurance.

The Association's insurance company, as of published date is State Farm Insurance:

It is HIGHLY recommended that each homeowner obtain individual Homeowner insurance which will cover any deductibles resulting from a claim on the Master policy. Recent court decisions may make Homeowners liable for certain liabilities that occur on common areas. An additional umbrella policy is recommended. If you have questions regarding the Association insurance coverage, please contact Property Management.

Mission Viejo Company, the builder of these units, advises strongly against the use of water beds as "the units cannot withstand the forces a water bed would exert on the structure." Please be advised that if a water bed is to be used, the owner should have a special water bed insurance policy, along with "condominium contents" insurance in the event any damage is caused which would make the owner liable.

LANDSCAPING

The Association is responsible for maintaining landscaping in the community. The 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. Homeowners will be responsible for any damage or replacement costs, and are subject to the violation fine policy.

Residents are not permitted to remove, replace and/or add landscaping. Sprinklers and drip lines are not to be tampered with.

The discharge or placement of any dirt, trash, flowerpots, building materials, paint, patio plant trimmings, gasoline, oil, solvents, or noxious chemicals into the Common Areas, including streets or planted areas, is strictly prohibited.

No bicycles, tricycles, skateboards or other wheeled toys or vehicles are permitted on lawns, landscaped areas (including the slopes) or around pool areas. The homeowner will be responsible for all damages and fines.

Any recreational activity which damages landscaped or other Common Area will not be permitted. The homeowner will be responsible for all damages and fines. (Bounce Houses destroy the lawns and are NOT allowed)

Residents should not interfere with the duties of the landscapers. They have a job to do and a schedule to keep. If you have any question or requests, please refer them to property management.

MAILBOXES

The Association is responsible for the mailbox stations. Locks and keys are Owner responsibility to maintain.

MAINTENANCE RESPONSIBILITIES

1. Owners are responsible for the repair and maintenance of their property. The Documents clearly indicate that Owners are responsible to maintain their own windows, screens, front and interior doors, locks, latches, weather striping and thresholds, interior building surfaces, and specific improvements within their exclusive use property, other than balcony decks and railings. In addition, Owners shall replace and restore all portions of their unit, without limitation, including interior items, such as walls, ceilings, floors, and doors. The Association accepts no responsibility for the repair/replacement of household fixtures, personal property, including but not limited to flooring, ceilings, furniture, stereos or audio equipment, automobiles, etc. Please note, a building permit may be required by the City for interior work. The Owner shall be responsible for pulling any required building permits.
2. Although the Association is responsible for maintaining roofs, rough plumbing (generally plumbing within the walls), "main" water and sewer lines, irrigation lines, certain unmodified fencing and certain other exterior surfaces of the condominiums as detailed in the CC&Rs, Owners are responsible to maintain the exterior of their doors in a clean, sanitary and attractive condition, along with patios, decks and garage surfaces. Owners shall also be responsible for maintaining a clean and

attractive garage door. It is the resident's duty to report any problems immediately. Failure to do so may lead to personal liability for the resulting damage.

3. Potted plants or other similar type of items may not be placed on any stucco areas. Water from the plants can cause damage to the stucco.
4. Owners shall wash their windows and screens at least annually.
5. Owners shall periodically clean out the weep holes located at the bottom of the windows so water will not collect and spill over.
6. Owners shall periodically sweep or clean their front entry areas and balconies to keep them clean and free of debris.
7. Owners shall periodically sweep or clean their garage floor surface and keep it free of excessive oil and other stains.
8. Owners shall keep their garage door opener operational at all times and maintain it so it does not squeak, vibrate excessively or make excessive noise.
9. Homeowners are responsible for any damage caused whatsoever by themselves, their tenants or guests.

NUISANCES AND EXCESSIVE NOISE

All homeowners and tenants have the right to peaceful enjoyment of their respective properties and the Common Areas. Notwithstanding the preceding Rules and Regulations, any act by any tenant, owner or guest that is interpreted to be detrimental to the peaceful enjoyment or the welfare of the Common Areas shall be treated as a violation and remedied by the Board of Directors. No Owner shall permit or cause anything to be done which will obstruct or interfere with the rights of other residents to Quiet Enjoyment of their homes or which will annoy them by unreasonable noises. Make every effort to be courteous, considerate, and respectful of your neighbors when conducting your daily living activities. That is what makes a community a desirable and enjoyable place to live, which benefits everyone.

What constitutes an unreasonable noise or annoyance for your neighbors is highly subjective. The Board of Directors has the exclusive authority to determine what actions may constitute unreasonable activity so as to create a violation of this Rule. Residents and their guests should use common sense and be considerate of neighbors' rights to peaceful enjoyment of their homes. The following are general examples of unreasonable noises which are prohibited; however, this list is not all inclusive;

- Continuous or excessive dog barking; loud music; yelling or screaming.;
- Repeated opening or closing of roll-up garage doors other than that required for normal ingress/egress;
- Failing to properly maintain a roll-up exterior garage door or garage door opener such that it creates excessive noise or vibration for adjacent residents;
- Repeated slamming of front doors and/or the entry doors from the garage into the residence, which may disturb adjacent residents;

- Vehicle horn honking;
- Revving of a vehicle as a means of getting attention or for show of speed/power;
- Running of loud power equipment and/or tools on a recurring basis (such as running drills, compressors, power saws, etc.) other than that which is required for normal repairs

The hours between 10:00 pm and 7:00 am on weekdays and between 11:00 pm and 8:00 am on weekends shall be "Quiet Time" which shall be observed by all residents and their guests. During these hours, residents and their guests shall not make any noises or conduct any activities, which could disturb their neighbor's sleep. The following are examples of activities prohibited during Quiet Time; however, this list is not all-inclusive:

- Move in's/out's, home repair or home improvement work other than emergency repairs and then only to the extent such emergency repairs are necessary to address the immediate emergency;
- Vehicle maintenance or repairs other than emergency repairs and then only to the extent such emergency repairs are necessary to address the immediate emergency. Emergencies include jump-starting a dead battery or changing a flat tire;
- Running of power equipment/tools, including landscape maintenance equipment;
- Activating or deactivating a car alarm (i.e. with a key fob) if this causes the vehicle horn to honk more than once;
- Talking loudly, yelling or offensive language in the streets, garage access roads, common areas, and patios or on balconies;
- Loud talking, yelling or offensive language within your residence such that it is audible by your neighbors. **NOTE:** Domestic disturbances are not under the control of the Board of Directors and should be reported to the Mission Viejo Police Department at 949-770-6011;
- Loud music or television such that it is audible by your neighbors. Radios, televisions, audio equipment, musical instruments, and noise emitting machinery, shall be operated in a manner and at a time so as not to unreasonably disturb other residents. Please consider your neighbor and do not place sound system on shared walls.

Noxious Odors or Offensive Activities. No noxious or offensive activities shall be carried on in any Condominium or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. Examples of such activities include, but are not limited to second-hand smoke (cigarettes, cigars and marijuana), strong cooking odors, smoke from a BBQ grill entering other units, violations of federal or state laws or local ordinances, such as public nudity or a resident engaged in drug dealing or prostitution.

PETS

Limit on Number of Pets. Per the CC&R's, a maximum of two (2) common household pets such as birds, cats or dogs are allowed per unit (exclusive of fish). This total includes foster animals. Exotic pets such as, but not limited to poultry, snakes, birds of prey, lions, tigers, etc. are not permitted.

Type of Pet Restrictions. Usual and ordinary domestic dogs, cats, fish, and birds (inside bird cages) may be kept as household pets within any residence provided they are not bred or raised for commercial purposes or in unreasonable quantities or sizes. No livestock, reptiles, insects, poultry, or other animals of any kind shall be raised, bred, or kept in any residence.

Cats. Cats should be vaccinated and litterbox trained. Outdoor cats should be neutered to eliminate the problem of spraying common areas.

Identification. Dogs and cats must wear a collar and identification tags with the owner's name and address thereon. Any unidentified pet may be reported to animal control. Pets are attractive to coyotes. You are advised to keep cats & small dogs inside.

Area Restrictions. All animals belonging to owners, occupants or their licensees, tenants, or invitees within Aliso Villas must be kept within the unit. No pet should be kenneled on a patio, balcony or in a garage. Pets are not allowed within the confines of the gated/fenced pool areas, in the clubhouse or on the playground. Exceptions are made for guide, signal, or service dogs accompanied by a blind, hearing-impaired, or handicapped individual or trainer holding certificates of necessity. However, dogs or cats used for the above may **NOT** enter the sand area at the tot lot for sanitary reasons. Pets must not be left unattended or tied to a tree, stake or post in the Common Area. Per California law, tethering a dog to a stationary object is prohibited, except that a dog to be tethered "no longer than is necessary for the person to complete a temporary task that requires the dog to be restraint for a reasonable period".

Leash Use. Dogs are not allowed to run free. Dogs must be held or on a leash held by a person capable of controlling the dog at all times when they are outside the owner's unit. Dogs cannot be allowed to roam free.

Local Laws. Local County and/or municipal animal ordinances will be strictly enforced (i.e. licensing, vaccines, and leash laws).

Pet Food. For health and animal control reasons, there should be no feeding of animals in any Common Area, nor food left out for stray animals.

Pet Waste Disposal. Owners shall be responsible for cleaning up any excrement or other unclean/unsanitary conditions caused by their animals. While walking an animal, the walker shall be responsible for carrying a bag to clean up any excrement deposited by the animal. Owners shall be responsible for keeping their yards free of excrement, whether it is on common areas (e.g. sidewalks, streets, grass) or on Exclusive Use Areas (e.g. patios, balconies, courtyards, decks, and garages). Pet waste cannot be left in any bags or packaging outside the unit.

Pets Constituted a Nuisance. Pet owners are prohibited from letting their dog bark or cat meow to the extent that it the sound causes a disturbance to the peace and comfort of other residents. The Association shall have the right to prohibit the maintenance of any

animal, which in the opinion of the Board of Directors of the Association, constitutes a nuisance or a danger to any other resident or to the property, or interferes with any person's reasonable and comfortable enjoyment of his property (CC&Rs).

Damages. Pet owners must comply with all sanitary practices and control their pet so as not to destroy, ruin, or otherwise damage Homeowner or Association property or landscaping. In addition to any fine the Board may levy for violation of these rules, any damages incurred to the common areas (including buildings) caused by the conduct of a pet shall be repaired and/or replaced by the Association and billed back to the unit owner. This will be subject to notice and an opportunity to be heard.

Association Indemnity. The Association is to be held harmless for any personal injuries or property injuries as the result of a pet's actions or its neglect.

Enforcement: Should any of the above policies be violated, the fine procedure will begin, and in addition the animals will be reported to County Animal Control. If further violations occur, the Association may then prohibit through legal injunction the right to maintain the animal(s).

PLAYGROUND

1. Playground hours are from 8:00 AM to sunset daily. Use of the playground area other than at these times is strictly forbidden. The playground may be closed for maintenance, health conditions, weather, or any other reason decided by the board of directors.
2. Homeowners and residents are responsible for their guests' conduct or actions. All persons using the playground MUST abide by any additional rules posted in the playground area.
3. Small children must be accompanied by an adult. Do not leave your children unattended.
4. Appropriate attire is required including shoes.
5. Conventional radios and televisions are prohibited in the playground area. "Walkman" type radios, CD players and iPods are permitted when used with a headphone or earbuds. Remember that the playground is ringed by a number of units, and the people in these units want to live in peace.
6. Without exception, no food or alcoholic beverage is permitted in the playground area. No glass or breakable containers are allowed in the playground area.
7. A trash receptacle is provided. Please clean up after yourself, family or guests.
8. Smoking is prohibited in the playground area. Per California law smoking and vaping are prohibited within 25 feet of a playground. Bicycles, skates, Frisbees or similar objects may not be brought inside the playground area.

9. Use the equipment property. Misuse of the playground equipment can lead to injury.
10. Aliso Villas Condominium Association expressly assumes no responsibility for the safety or acts of any persons and shall not be responsible for lost or stolen items

POOL, WADER, AND RECREATIONAL ACTIVITIES

WARNING

**No Lifeguard on Duty. All Persons Using the Pool
And Wader Do So At Their Own Risk.**

1. **Life Guard.** The Association does not provide lifeguard service. Therefore, residents and their guests use the pool and wader at their own risk. No one should swim alone.
2. **Hours of Use.** The pool and wader will be opened from 9:00 AM through 9:00 PM. seasonally. The pool and wader may be temporarily closed for purposes of cleaning, maintenance, repair, and/or inspections.
3. **Pool Entry.** Residents and resident-accompanied guests may enter the pool using the key FOB. Pool FOB's are not to be duplicated or given to anyone other than age-appropriate residents and resident-accompanied guests. Do NOT lend your key FOB to anyone. Do NOT open the pool gate to anyone. Irresponsible use of your FOB will result in the loss of the pool privileges. Climbing on or over the pool fence is prohibited. California State law requires that the pool gate must be closed and locked at all times. Insurance restrictions also require pool gates to be closed and locked at all times. **Note:** The gate is alarmed. Please do not hold or prop open the gate. Failure to comply with the closed and locked gate policy could result in your personal liability.
4. **Keys.** Key FOB's are Owner responsibility to maintain. A replacement key FOB can be purchased from the Property Management company. At the time of this printing, key FOB's cost \$60.00. Checks should be made payable to the "Aliso Villas Condominium Association." Only one key FOB per unit shall be activated.
5. **Maximum limit per residence.** Use of the pool and wader is limited to homeowners, tenants and their invited guests. Guests must be accompanied by a resident at all times. The Board has the authority to regulate the number of guests using the pool area. If it is determined that a resident is bringing in guests that are

interfering with other residents' use and enjoyment of the pool, the Board is authorized to restrict access.

6. **Supervision.** For safety reasons children under fourteen (14) years of age are not allowed within the gated/fenced pool area unless supervised by an adult resident, eighteen (18) years of age or older. Additionally, children under the age of fourteen (14) years are not permitted in the pool or wader unless they are accompanied by a resident eighteen (18) years of age or older. Children should be strictly supervised by an adult at all times and, therefore, children must be continuously monitored while in, around, or in proximity to the pool and wader. Residents and their guests are required to fully comply with the law to make sure the pool area is not a danger to small children.
7. **Posted Rules.** Homeowners and residents are responsible for their guests' conduct or actions. Rules are posted near the pool and must be obeyed. Failure to obey these rules may result in suspension of member right to enter the pool facility.
8. **Lifeguard equipment.** The lifeguard equipment must not be tampered with as it is for emergency use only.
9. **Use of Pool.** Use of the pool facility is a privilege enjoyed by all owners or occupants; however, consideration of others concerning noise is also important. If an owner elects to rent or lease and gives right of access to tenant, the owner relinquishes his/her access rights. Activities of an owner or occupant that deprives any other owner or occupant use of the pool or common area shall not be allowed.
10. **Personal Property.** No personal property is allowed in pool or wader areas overnight.
11. **Health Restrictions.** Any persons having any apparent open sores, nasal, or ear discharge, or any potentially communicable disease shall not use the pool. Person having diarrhea in the last fourteen (14) days should not swim in pool or wader.
12. **Diaper Policy** (Based on Center for Disease Control [CDC] Guidelines).
 - a) All children who are not potty trained and all incontinent adults must use swim diapers in combination with swim pants.
 - b) Swim pants should not be confused with swim suits. Swim pants are made of plastic and offer an additional layer of protection. Swim pants are worn over the swim diaper but under the swim suit.
 - c) This rule is not a substitute for frequent diaper changing and bathroom breaks. Please check diapers about every 30 to 60 minutes.

- d) Changing of diapers should not take place at poolside. The bathroom would be the ideal and best place to change diapers to reduce the chance of fecal and germ contamination around the pool area as well as providing a facility for dumping the feces in the toilet and the critical step of washing your hands.
 - e) Please bring all soiled diapers home for disposal, since we are not equipped to store waste disposal at the pool facility.
 - f) No one should be urinating or defecating in the pool. This is a health and safety hazard and can result in closure of the pool for disinfection.
13. **Showering Before Pool Use.** Pool/wader users must shower before entering the pool or wader. Persons using oil-based suntan lotions, oils or creams should shower again before re-entering pool or wader.
 14. **Long Hair.** Any person with long hair must wear a cap or put the hair into ponytails or braids. The hair cannot be held in place with metal pins or clips.
 15. **Soap/Similar Substances.** Soap, bath oils, or similar type substances are not permitted in the pool or wader.
 16. **Pool Attire.** Appropriate swimwear is required at all times when in the pool or wader. No nudity is allowed. Street clothes are not allowed to be worn in the pool or wader.
 17. **Proper Use.** No flotation devices (e.g. rafts, floating chairs, inner tubes), balls, swim toys, swim fins, diving gear, wet suits of any kind and boogie boards are to be used in the pool or wader (with the exception of child safety devices). Absolutely no skateboards, roller-skates, bicycles, Frisbees or similar objects may not be brought inside the pool area.
 18. **Pool Furniture.** Removal of furniture from the pool area is not allowed. When using oil-based lotions and tanners, a towel must be placed over pool furniture. The pool furniture is limited and may not be reserved when leaving the pool area. Leaving the area for more than twenty (20) minutes will be considered surrendering furniture.
 19. **Boisterous Behavior Prohibited.** No boisterous or rough play is permitted within the pool facility. This includes, but is not limited to running, diving, pushing, dunking, shoulder-riding, screaming, jumping on other swimmers or objects, horseplay, etc. No "Marco Polo" type games are allowed after 4:00 PM., as the noise disturbs nearby residents.
 20. **Animal Restrictions.** Animals are not permitted in or around the pool/wader at any time. Pets are not to be tethered to the fence, bushes, stakes, or the like. An exception is made for guide, signal, or service dogs accompanied by a blind, hearing-impaired, or handicapped individual or trainer holding certificates of necessity.

21. **Food/Beverage/Container Restrictions.** Alcoholic beverages are not allowed at any time. Non-alcoholic beverages may be consumed in the pool area and only from unbreakable containers. No glass containers of any kind are allowed in the pool/wader areas. Glass containers are a safety hazard. Absolutely no eating or drinking is allowed while in the pool. The cooperation of residents and their guests is greatly appreciated for helping to keep our pool areas clean and safe at all times.
22. **Smoking.** There is absolutely no smoking or vaping permitted in the pool facility. This includes, but is not limited to cigarettes (including electronic cigarettes), cigars, or any other tobacco product, marijuana or illegal substances.
23. **Clean Up.** There is no provision for cleaning up the pool area, so your cooperation is appreciated and necessary. All trash, litter, etc., must be picked up and properly disposed of in the pool area trash container or your unit's personal trash receptacle. All residents and their guests shall participate in maintaining cleanliness in the pool/wader area.
24. **Use of Audio Devices.** If using a radio, CD player, iPod, or any other audio device, headphones must be used so as not to cause a noise nuisance to other people using the pool/wader area or living in the units surrounding the pool facility.
25. **Restrooms.** The restroom facility and shower area is to be used only for their intended purpose and only as posted. The restrooms are to remain locked and closed at all times. A FOB is required for admittance. Loitering in those areas is prohibited.
26. **Tampering.** Tampering with the pool/wader equipment or machinery, pool-side chairs, and tables, or any other pool-side accessory is prohibited.
27. **Damages.** Should any damage occur to the pool area or improvements or furniture, and such damage is a result of the conduct of the resident or his/her guests, the unit owner will be held responsible for the damages.
28. **Vandalism.** If you witness or suspect suspicious activity in the pool areas or elsewhere on community property, please contact the Mission Viejo Police Department and/or the patrol company. It is everyone's responsibility to help keep our pools free of vandals and unauthorized pool users.
29. **Liability.** Aliso Villas Condominium Association expressly assumes no responsibility for the safety or acts of any persons. All persons enter and use the pool facility at their own risk.

30. **Enforcement.** Infraction of these rules will not only subject the homeowner to a possible fine, but could also lead to denial of pool use to the homeowner or residents of the unit.

ROOFS / ROOF LEAKS

No unauthorized access. Only authorized persons (i.e. Association licensed contractors) are permitted on the roofs. Accessing or walking on the roof is prohibited. The Owner shall be responsible for the cost to repair the roof due to unauthorized access.

Personal items prohibited. No items, including but not limited to antennas, satellite dishes, plants, etc. are permitted to be mounted to or maintained on the roof. The Owner shall be responsible for the cost to repair the roof due to unauthorized items being mounted to or maintained on the roof.

Leaks. The Association is responsible for repairing the roofs. Please report all roof leaks promptly to property management. If roof inspections are repeatedly requested with no evidence of a leak, the Owner may be called to a Hearing to discuss a reimbursement assessment for the inspections. The Association completed the re-roofing project in early 2015. All roofs have a warranty of 30 years.

SIGNS AND POSTERS

Except for the signs and posters permitted below, no sign or poster may be displayed on any unit or on any common area without the approval of the Board of Directors. Signs and posters shall be maintained in good repair and in a neat and attractive condition at all times.

1. Non-Commercial Signs and Posters:

- no larger than nine (9) square feet;
- constructed of acceptable materials;
- that conform with the City, State, and Federal law may be posted or displayed from the window, door patio or balcony of the owner's separate interest (property owned by the member);
- acceptable materials are paper, cardboard, cloth, plastic, or fabric;
- unacceptable materials are lights, roofing, siding, paving materials, flora, balloons, any other similar building, landscaping, decorative component, or including the painting of architectural surfaces.

For purposes of signs and posters permitted by this paragraph, the method by which the sign or poster is posted or displayed must be included within the nine (9) square feet size limit; otherwise, the Board of Directors must approve the method

by which the sign or poster is displayed.

2. A professionally prepared sign that complies with the City's requirements or existing Civil Code Section 4710 may be posted at the residence advertising a home for sale or lease. Signs advertising a unit "FOR SALE" or "FOR RENT/LEASE" shall be of the size commonly used by real estate companies (18" x 24"). All signs are to be removed within forty-eight (48) hours after the the close of escrow or signing of a rental agreement. Signs may not be affixed to the building or mailboxes.

FLAGS AND BANNERS

Except for the flags and banners permitted below, no flag or banner may be displayed on any unit or on any common area without the approval of the Board of Directors. Flags and banners shall be maintained in good repair and in a neat and attractive condition at all times.

1. **Non-Commercial Flags and Banners.** 1) No larger than fifteen (15) square feet; 2) constructed of acceptable materials; and 3) that conform with City, State, and Federal law may be posted or displayed from the patio, window, door, balcony. NO flags or banners are to be placed in the landscaped Common Area. Acceptable materials are paper, cardboard, cloth, plastic, or fabric. Unacceptable materials are lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or including the painting of architectural surfaces. For purposes of flags and banners permitted by the paragraph, the method by which the flag or banner is posted or displayed must be included within the fifteen (15) square feet size limit; otherwise, the Board of Directors must approve the method by which the flag or banner is displayed.
2. A resident may display the United States flag made of fabric, cloth, or paper displayed from a pole or in a window.
3. Flagpoles may not be mounted to the building or to the wood fascia.

STREET LAMPS

Malfunctioning street lamps should be reported directly to Edison Company at (800) 611-1911 or (800) 655-4555 and online at www.sce.com. Edison will request the pole number (usually on a metal plate on the pole) as well as the address of the nearest condominium.

TENANTS AND LEASING

Owner's Right to Lease. Each owner shall have the right to lease his/her condominium

Responsibilities of Owners. Tenants and guests are subject to the same rules and regulations as homeowners. It is the responsibility of homeowners to acquaint their tenants and guests with the CC&Rs, By-laws, and Rules and Regulations of the Association. The homeowner is responsible for all acts of his/her lessees/ renters, and their guests. For actions resulting in violations, fines will be levied against the unit owner, subject to notice and hearing.

Rules and Regulations. Lessee must be provided with a current copy of the Rules and Regulations. It is good practice to have any/all tenants sign to state they have received a copy of the Rules and Regulations as part of the lease agreement. This may help protect you in the event there are violations & fines.

Length of Tenancy. An owner may not lease or rent their unit for a period of less than thirty (30) days. Transient rentals such as, but not limited to Airbnb are not permitted.

Signage. Any "FOR LEASE" sign must be no larger than the size commonly used by Real Estate companies (18" x 24"). Only one sign is permitted to be displayed in a window of the unit. A professionally prepared sign that complies with the City's requirements or existing Civil Code Section 4710 may be posted.

Community newsletter. A monthly newsletter is mailed out to owners each month. The newsletter often contains important notifications and reminders. If you have a tenant, please be sure to provide them with a copy.

Suggested Precautions. Obtain a deposit, even if leasing to a close friend or relative. This ensures that you will receive financial assistance in the event there are damages to your property. Personally meet and talk with your prospective tenant(s). It is not unusual that homeowners fail to properly screen tenants, and the resulting problems can be serious and expensive.

TERMITE WORK

The Association is responsible for the treatment of the structures for termite control. When selling a unit, please contact the Association's approved Termite Company. The owner is responsible for a termite inspection of the unit at the owner's expense. If the inspection discovers a termite or other infestation or fungus, contact property management.

TRASH

1. **Littering.** Littering of the common areas is not permitted. Common area trash receptacles are located at various locations throughout the community.
2. **Trash Containers.** Household trash is to be placed in containers provided by Waste Management, the company responsible for the weekly residential automated

collection system in Aliso Villas. In general, recyclable items are: plastics designated with the recycle (arrow) symbol #1-7, most glass food/beverage containers, non-coated or uncontaminated paper, business papers, shoe boxes, cereal or cracker boxes, newspapers, and tin or aluminum cans and metal. For a complete listing of the items considered regular refuse versus recyclable, contact Waste Management at (949) 642-1191 or check their web site at www.wm.com. Damaged trash carts should be reported to Waste Management by the resident. They will be replaced for free. You may also request a different sized trash cart.

3. **Trash Placement.** Trash receptacles must be placed in the common area immediately in front of each owner's garage and in the marked corals without blocking entrances to neighboring garages or parking spots. The corrals are designed to preserve the stucco and trim of the building. Trash and recycling must be placed in the Waste Management receptacles for disposal, not on the ground in the general area and not on the lid of the receptacle. Boxes must be broken down first and then placed in the receptacle for disposal. Items outside of the containers will not be collected.
4. **Trash Collection.** Containers may be set out for collection no earlier than 5 pm the evening before the trash day. Trash day is currently Tuesday, so Monday evening is when trash should be set out for collection. All trash receptacles must be removed from common areas by no later than midnight the evening of trash collection day. Therefore, under the current trash schedule, containers should be cleared away by Tuesday evening before midnight. All trash containers must be concealed from view within the garage when not in use at these scheduled pick-up days/times. No trash containers may be stored on the patio, balcony or under the balcony stairs. If you plan to be out of town, you need to arrange for someone to remove your trash containers in your absence.
5. **Holiday Schedule.** Trash is not collected on New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. If a holiday is on a weekday, collections are delayed one day. When holidays fall on a weekend day, trash for the preceding and following weeks is collected on the usual schedule. Christmas trees are **NOT** to be left out for trash collection. To dispose of your Christmas tree after Christmas, please call (714) 558-7761 and a Waste Management customer service representative will provide you with local information on how to dispose of your Christmas tree.
6. **Other Responsibility.** Unit owners are responsible for removing any litter remaining on the ground after the weekly scheduled trash collection.

7. **Special Collections/Dumpsters.** Call Waste Management at (714) 558-7761 for details. You must get advance authorization from the Association for this type of container to be parked on the driveways or streets in Aliso Villas.
8. **Bulky Item Collection.** Items that cannot fit in your designated trash containers, such as a chair, couch, or mattress are considered bulky items. A bulky item is an object that can be handled by a two-person crew, and may include washers, dryers, refrigerators, or other large materials. Waste Management will pick up bulky items at no charge to the resident. Please call the Waste Management Customer Service Department to arrange, in advance, for a bulky item to be picked up on your regular refuse collection day. Bulky items will be put out on the normal schedule and not left in the common area for days in advance of the collection. Items placed for pick-up must be labeled for "Waste Management". Items dumped in the common area without notifying Waste Management will result in the association removing & charging back all cost to unit owner.
9. **Household Hazardous Waste Collection.** It is illegal to dispose of Household Hazardous Waste (HHW) through the automated residential trash collection program. HHW must be disposed of at a certified collection center. Examples of HHW include: used motor oil, solvents, batteries, cleaning products, wood preservative, old paint, pesticides, pool chemicals, printer cartridges, and old road flares. Please contact Waste Management for HHW collection locations.

TV ANTENNAS / SATELLITE DISHES

HOA approval is required PRIOR to installation of such devices. All requests for 24" diameter and under DBSS/MMDS antennae must be submitted in writing. In the case of non-owner occupied units (i.e. rentals), the request must be submitted by the owner of the unit. No TV antennas are allowed.

Note: There is a \$50 fee due at the time of application submission when installing a satellite dish. This fee shall be used to help cover the cost to paint the wires when installed and to repair the structure if/when the dish is no longer used and is removed.

A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

All requests must, without exception, be submitted in writing on an architectural application and contain the following information:

- a) The name, along with the complete address and telephone number of the licensed installer or company installing the dish on the property.

- b) The installer/company's California state contractor's license number.
- c) A sketch or photos indicating the proposed installation location within the unit, along with the proposed wiring path for coaxial cable and ground wire.
- d) The mounting method, mounting type, and information pertaining to the weatherproofing of the mount, cables, etc.
- e) All satellite applications require a \$50 application fee at time of submission payable to Aliso Villas HOA. Fee to cover cost of painting exposed wires, mount, etc...

The Association has more than one architectural style within the project. Therefore, the Association designates dish locations on a unit-by-unit basis. All dish installations are not to be higher than the upper fascia board of the unit. All dishes must be mounted on wooden surfaces only (i.e., fascia boards) without piercing the stucco surface, or any wood trim. Under no circumstances is roof mounting permitted.

All coax wiring must be stapled and concealed neatly 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. **CABLING MAY NOT BE RAN THROUGH ANY ROOF VENTS. PIERCING OF ROOF VENTS OR SCREENS WILL RESULT IN VIOLATION AND REPAIR AT HOMEOWNER EXPENSE.**

Homeowner to notify property management once installation is complete. Upon inspection by the property management, the Association's painting contractor will paint all exposed wiring and mounts the same color as the background material it is mounted on. The cost of such painting is covered in the \$50.00 fee.

Upon review of the installation plan by the Board of Directors, the homeowner will be notified in writing regarding approval. At that time, the homeowner will also receive any additional installation guidelines deemed necessary by the constraints of your particular unit. It is the homeowner's responsibility to convey all installation requirements to the installer.

In the case of removing installed equipment, the homeowner must notify the property manager of such action in writing. Homeowners are responsible for removing dishes, mounts and cabling after each tenant vacates or sale of property. Failure to remove the dish, mount and cabling will result in additional charges to the Homeowner.

Costs relating to the installation of, maintenance to, damage caused by, or removal of such equipment will be solely the expense of the homeowner.

Non-approved installation will subject the homeowner to the fine policy. Non-approved dishes will be removed and disposed of at the homeowner's expense.

Remember that this is a "Condominium", under California law, and that you do not own the building surfaces of your unit. The building itself is owned by the Association. The homeowner only owns the airspace within the unit, as set forth in title.

USE OF FAMILY UNITS

- The Association's Governing Documents state that "units shall be used for residential purposes only." No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind are permitted in any condominium or on any Association property with the exception of a licensed and properly operated daycare facility or home office/business. Home office/businesses are permitted provided that:
 - a) there is no external evidence of such activity;
 - b) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside or from adjacent condominium units;
 - c) the activity does not increase traffic to the area;
 - d) the activity doesn't increase the liability or casualty insurance obligations of, or premiums of the Association;
 - e) the activities are consistent with the residential character of the neighborhood;
 - f) and activities are conducted in conformance with all applicable government ordinances.

WATER DAMAGE AND MOLD MAINTENANCE RESPONSIBILITY SUMMARY (Adopted January 2014)

The Association's maintenance and repair obligations are governed by the Declaration of Covenants, Conditions & Restrictions (CC&R) and California law. There are many instances that come up that are not specifically addressed in the CC&Rs. This makes it difficult for the Board and owners to know who is responsible for what. A perfect example of this is when there is water damage inside of a unit. There are always questions whether the Association or the homeowner is responsible for water damage and/or mold within a unit caused by plumbing or roof leaks.

This document is a written summary of the responsibilities of the Association and the homeowners based on the Association's CC&Rs and California law. This is not a new rule or change in the governing documents; it is a policy statement and summary outlining the responsibilities of the Association and the homeowners with respect to water damage, mold, insurance and maintenance.

Owners are responsible for the repair of all utilities, including plumbing components located within their units such as the pipes under the sinks, the supply lines leading to the toilets, refrigerator, tub drains, and any other plumbing outlets within the units, as well as the hot water heater. In the event a plumbing line or component within a unit causes damage, through no fault of the Association, the owner of the unit served by the leaking line is responsible to have the pipe or component repaired and the resulting water damage

repaired. The owner of the unit served by the leaking line or failed component is responsible for all of the repair costs, including the replacement of personal property such as carpet, cabinets, furniture, etc.

The Association will not be responsible for moisture-related damage, including mold, if it is caused by owner maintained items, such as a leaking or dripping plumbing fixture or appliance within the unit or an overflow from a sink, toilet or bath tab/shower as those are areas/items that are the owner's responsibility. Homeowners should eliminate any potential sources of moisture that could result in mold growth. All sinks, bathtubs, showers, toilets and other sources of water within the units should be inspected for leaks and maintained on a regular basis. In the event of an interior leak or overflow, the source of the leak should be repaired and the areas dried Within 24 to 48 hours to prevent mold growth. Please note that owners who fail to carry insurance to cover damage from water leaks are still responsible for resulting damage. They would be personally liable for the costs incurred if they do not: carry insurance to cover said liability. The Association will not pay for damage just because an owner does not carry insurance.

In the event a water or sewer line located within the common area causes damage, through no fault of the Association, the owner or resident, the Association's contractor will repair the line at the Association's expense. If owners' units are damaged, they are responsible for water damage repairs and for repair costs to their units and personal property. Water leaks resulting from a common area component must be timely reported to the Association. Homeowners will be responsible if mold develops within the unit unless it develops due to the Association not making timely repairs to water leaks after receiving notice. Timely report all common area water leaks to Management. Homeowners are required to provide access to their units for purposes of investigating and repairing leak sources, regardless of where the leak originated.

WINDOWS AND SLIDER DOORS

Treatments required. All bedroom, bathroom, dining room and living room windows are required to have appropriate window treatments.

Materials. Windows can be covered from the interior only by finished drapes, shades, blinds, or shutters or other appropriate window treatments. No windows shall be covered with aluminum foil, tint, film, newspapers, paint, towels, blankets, cardboard, sheets or any other unapproved material.

Bright colors. It is suggested that those desiring brightly colored drapes or curtains, line them so as to present and maintain a more conservative appearance within the community.

Installation. Blinds, sunshades and window treatments of any kind must be installed

inside the windows and in a professional manner. They may not be attached, hung or maintained on the exterior of the unit. All treatments shall be kept in good condition and repaired or replaced, as needed.

Screens. Proper screens shall be maintained in all non-fixed windows and slider doors. All screens shall be properly maintained in their tracks and shall not be bent, ripped or otherwise damaged in any manner.

Prohibited items. The following items are prohibited from being installed, erected or maintained in any window:

- Window based air conditioners of any kind;
- Fans, if placed in a manner so as to sit on any portion of the windowsill, touch the window screen or prevent the proper opening and closing of the window cover.

Damage. The window and slider door systems are Owner responsibility to maintain, repair and replace, if needed.