

VALLE VISTA MANAGEMENT ASSOCIATION, INC.

**VALLE VISTA SENIOR SUBDIVISION
221 WESTGATE CIRCLE, SANTA ROSA, CA 95401**

RULES AND REGULATIONS

AMENDED March 5, 2024

With the expressed authority of the recorded Declaration of Restrictions (CC&Rs), Article V (5.2C), the Board of Directors of the Valle Vista Management Association has prescribed these Rules and Regulations for the conduct and benefit of owners, residents, and guests.

Owners/Residents are expected to exercise due caution and proper consideration for the safety and comfort of all persons who reside in the subdivision and who use its facilities. All residents must assume responsibility for enforcing these Rules and Regulations for themselves and their guests.

Rules and Regulations are updated periodically by the Board of Directors in accordance with changes in the statutes and as the membership directs when situations change. Additional notices may be distributed with instructions to attach them to your copy of this document; they then become an official part of the Rules and Regulations after thirty (30) days and formal Board action.

These Rules and Regulations are to be used in conjunction with the Declaration of Restrictions of Valle Vista Senior Subdivision Unit 1 and Unit 2 recorded by Sonoma County 04/26/07.

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I. RESIDENCY

1.1 ORIENTATION

All prospective owners or residents, as well as those changing status (e.g. from renter, roommate, or caregiver to owner) are required to contact the Association Office to arrange a meeting with representatives of the Board of Directors to review the governing documents, confirm age requirements, register pets, file emergency information, etc.

THIS ORIENTATION MUST TAKE PLACE BEFORE ESCROW CLOSES OR, IF NOT A CHANGE IN OWNERSHIP, BEFORE OCCUPANCY BEGINS.

Any resident moving from one unit to another in Valle Vista must also have an orientation review. If you have acquired a new dog since your most recent orientation, you must bring it with you to the orientation review.

All animals must be approved at an orientation. Dogs must accompany prospective residents to the orientation. Residents must supply the office with photographs of all their pets at the orientation. Any new dog must attend an orientation within ten (10) days of acquisition.

- 1.2 Pursuant to the Restriction on Use and Enjoyment of the Land**, one permanent resident occupying a home in Valle Vista Senior Subdivision must be fifty-five (55) years or older. Other members of the household must be **at least** forty-five (45) years or older, or otherwise qualified under Article 6.3 (f through k) of the CC&Rs.
- 1.3 To retain our status as a senior subdivision**, we must comply with the provisions of State and Federal agencies. To that end, **all persons** residing in the Valle Vista Senior Subdivision must have a current Age Verification Form on file in the Association's Office. This form must be properly completed and submitted prior to establishing residency in the subdivision and updated as required. The Federal Government requires updating the information every two years. All information given is confidential.
- 1.4 All permanent or long-term residents**, including Permitted Healthcare Residents (caregivers), must qualify under CC&R 6.2 or 6.3 and must be registered at the Association Office if they plan to reside in Valle Vista for more than 60 days. Everyone must attend an informational orientation. They also must receive and acknowledge compliance with the Rules and Regulations of the Valle Vista Senior Subdivision.
- 1.5 Temporary Residency.** Nothing in these rules shall prohibit the temporary residency of any person under the age of 55 as a guest of the Senior Citizen or qualified Permanent Resident. "Temporary residency" shall mean occupancy of a Lot for no more than 60 days in any consecutive 12-month period. **Owners must notify the Office Director of a guest or live-in person within ten (10) days of residency or visitation.**
- 1.6 Guests using Valle Vista facilities must be accompanied by a resident at all times.** It is the duty of residents to inform their guests of these Rules and Regulations governing the use of the facilities and to see that their guests obey the rules.
- 1.7 In accordance with the Declaration of Restrictions**, Lots 1 through 269 of the subdivision shall be used exclusively for residential purposes. Home offices are allowable as set forth in Section 7.4 of CC&Rs.

- 1.8 Cleanup:** Residents are responsible for cleaning up after themselves and their guests after use of any of the facilities. Trash must be removed and properly disposed of.
- 1.9 Properties Held in Trust / Alternate Contact Information.** All owners who hold their Lots in or who transfer their Lots into a living trust or other type of trust must provide the Association with a Certificate providing the name and contact information for the successor trustee. Owners shall also provide the name, address and email address of the Owner's legal representative or another person the Association may contact in the event of the Owner's extended absence from the Lot in accordance with Civil Code 4041. The Association may levy a Reimbursement Assessment for any costs incurred by the Association in tracking down a successor trustee or contact person when an Owner is not available for a prolonged period of time or after the Owner has died.

II. PRIVATE PROPERTY

2.1 STANDARDS FOR REQUIRED MAINTENANCE

Each owner shall maintain the elements of the property for which he or she is responsible in a condition which does not impair the value or desirability of other units or lots.

- 2.2 Alterations to private property:** Written Board approval is required before any exterior alterations or additions are made to any building; and any substantial changes made in landscaping must be approved by the Valle Vista Board per CC&Rs Article VIII except for changes specifically exempted in Section 2.10D of these Rules.
- 2.3 If you plan to replace an existing house,** you and your licensed contractor must meet with the A&B Committee to review the Lot dimensions and proposed house plans.
THIS MEETING AND BOARD APPROVAL AT AN OPEN BOARD MEETING MUST TAKE PLACE BEFORE THE PROJECT CAN BEGIN. DO NOT ORDER YOUR HOME BEFORE THESE STEPS ARE TAKEN.
- 2.4 Valle Vista regulations regarding new homes are as follows:**
(See "New Home Placement Instructions" available in the Association Office.)
- A. Split-level, two-story homes (CC&Rs 8.2 B) as well as garages are not allowed.**
 - Sections B, C, D, E, F and G are based on City of Santa Rosa rules.**
 - B. Each home must have at least one (1) unencumbered covered parking space** on the property measuring at least 9.5 feet wide by 19.5 feet deep (City Code 20-36.040 & 20-36.070).
 - C. Carports or porches** may not extend into any of the setback areas.
 - D. No permanent structures shall be placed** or maintained on front, side, or rear set-back areas. Stepping stones are allowed, after receiving written approval from the A&B Committee.
 - E. There must be a front yard of at least fifteen (15) feet** from the property line, side yard of four (4) feet on each side (unless you have a corner Lot), and five (5) feet of back yard from your property lines.

- F. If you have a corner Lot**, you must have street-side setbacks of fifteen (15) feet from the property line, four (4) feet from the other side, and five (5) feet of rear setback. **There is also a line of vision requirement on corner Lots**—measure thirty (30) feet along the curb lines in both directions from the corner then draw a straight line across the Lot to the thirty (30) foot marks. There can be nothing that obstructs the line of vision within this triangle.
 - G. Property lines** are shown on the official city plat in the office. When a dwelling is being replaced, the lot must be surveyed and staked.
 - H. Permits are required when replacing a home and must be displayed prominently at the project site.** A copy of the permit must be supplied to the Association Office. The Association is not responsible for mistakes made by the owner or contractor. Board approval does NOT mean City approval.
 - I. After complete removal of a home**, the replacement must be installed within ninety (90) days of the removal. During this period, the vacant Lot is to be kept free of weeds and other debris. The Board of Directors may approve an extension of time when the delay is beyond the owner’s control. The Board may grant extensions of the 90-day period in increments not exceeding 90 days each, up to a period of one (1) year, upon demonstration by the owner of good cause.
- A landscape plan must be submitted on or before the completion of the house, and landscaping must be completed within 60 days of approval of the plan.**
- J.** Be advised that Valle Vista Management Association cannot be responsible for the determination of property lines or the cost incurred determining location of property lines. It is the responsibility of the owner, seller, buyer, realtor, or contractor.

2.5 PROPERTY FOR SALE

- A. When a property is put up for sale**, the owner is required to advise the Association’s Office Director.
- B. Civil Code Section 4525** states Owners are solely responsible for making certain disclosures related to the Homeowner’s Association to potential buyers. In addition to providing copies of the Governing Documents, owners must provide prospective buyers with (1) copy of any operating rules, (2) a copy of the most recent pro forma budget (or budget summary) and annual disclosures, (3) a statement in writing obtained from an authorized representative of the Association as to the amount of the Association’s current regular and special assessments and fees, any assessments levied upon the owner’s Lot that are unpaid on the date of the statement, and any monetary fines or penalties levied upon the owner and unpaid on the date of the statement (including information on late charges, interest, and costs of collection), and (4) a copy or a summary of any notices of violations previously sent to the owner that remain unresolved at the time of the request.
- C. Upon sale of your property**, all Valle Vista keys must be returned to the office; any recorded deposit will be refunded. **DO NOT GIVE THESE KEYS TO THE NEW BUYER OR RENTER**; they must apply for and sign for keys in person.

2.6 LEASING OR RENTING YOUR PROPERTY

- A. It is the owners' responsibility** to advise the Association Office Director if they intend to lease or rent their property; otherwise, the owner may be subject to fines. Owners must provide their tenant(s) with copies of the Rules & Regulations.

THE OWNER IS RESPONSIBLE IF THE TENANT BREAKS ANY RULES.

- B. The property owner, or their representative, is required to arrange and attend an orientation** with representatives of the Valle Vista Board to meet with the renters, **prior to their moving in, to confirm age requirements, seek approval of pets and provide pictures of all pets.** The new tenant(s) must sign an agreement accepting and agreeing to abide by the Association's governing documents.
- C. Non-resident owners have no right to use the facilities or amenities** unless they are guest(s) of the tenant(s). They have transferred their right to use the facilities and amenities to their tenant(s). Keys will not be issued to both owner and tenant.
- D. The CC&Rs of Valle Vista** state in Article 7.13, "In order to protect and preserve the Common Area and the value of the Lots within the Project, and to further proper and orderly operation of the Association in furtherance of the purpose stated in the Articles of Incorporation, the number of Lots which, by reason of rental or lease, are not occupied by the owners of said Lots is limited to no more than twenty-five percent (25%) of the total number of Lots at any given time." When an owner dies, and we are at the 25% rental limit, whoever inherits the property shall either live in it if qualified, sell it, or keep it vacant as long as the home and property are maintained to Valle Vista standards (See Rule 2.1). **THIS DOES NOT CONSTITUTE A HARDSHIP.**
- E.** Property owners may appeal the rental limit on a case-by-case basis under the hardship or emergency exception. Refer to CC&R Section 7.13 for more information.
- F. The Valle Vista Office will keep a list of owners** who rent their property. If a present rental becomes vacant and has not been re-rented within 60 days, it will no longer be considered a rental. The next property on the list will be given the chance to fill that rental space (See 2.6D).
- G. Owners may lease or rent their Lot** only to people who meet the age restrictions of the Senior Subdivision. No owner shall be permitted to lease or rent the Lot for any period less than 30 days. If there is an occasion to consult an attorney due to any part of our rental policy, the owner of the property to be rented will be responsible for all legal fees.
- H. All renters, roommates, and live-in caregivers** must meet the Valle Vista residency requirements and must attend an orientation prior to occupancy.

2.7 STORAGE

- A. **Refrigerators, freezers**, other large appliances, household furnishings, equipment, and other items, e.g., garbage bags, stacks of construction materials, piles of clothing, etc. must not be stored in carports so that they are visible from the street or Common Area. **All areas surrounding the home must be maintained in an orderly and attractive manner.** (See Rule 2.1.)
- B. **Temporary storage** of furniture, boxes and similar items stored outside the home is limited to thirty (30) days while moving in or renovating. Any exceptions must be approved by the Board of Directors in writing.
- C. **No RVs, boats or trailers are to be stored in a carport or front yard area.** Three (3) days (seventy-two hours) by City Ordinance are considered sufficient to park RVs, boats or trailers at a residence when preparing for or returning from travel. **Overnight occupancy is not permitted.**

2.8 ESTATE OR MOVING SALES

Garage and yard sales are not permitted except for the Community Carport Sale organized by the Social Club. Estate or moving sales are permitted under the following conditions:

- A. **All sale items** are the home-site possessions of the resident or the resident's heirs. Possessions which have been in storage or belong to the estate of a relative or friend may not be included in the sale.
- B. **The Valle Vista Office** must be notified prior to the sale.
- C. **The display of sale items** is confined to the resident's Lot.
- D. **Any sign posted in the Valle Vista Subdivision** must be on the private property of the homeowner.

2.9 SATELLITE DISH/SOLAR SYSTEMS

The A&B Director **must be notified before** installation of a satellite dish or solar system. They must be placed as **inconspicuously** as possible consistent with optimal reception. See CC&Rs 7.9.

2.10 LANDSCAPING

- A. **No front yard area shall consist entirely of rock and/or bark** but shall have some plantings. No sprayed or painted rock is permitted.
- B. **All landscaping surrounding the house** must be maintained to meet reasonable standards of orderliness and attractiveness. (Refer to 7.15 of the CC&Rs.) Contact the A&B Director before making any substantial change. No permanent structures shall be placed or maintained on side or rear set-back areas. Stepping stones and plantings are allowed, after you have submitted a diagram with measurements and received a written approval from the A&B Committee.

- C. **Trimming trees/shrubs planted on private property** is the responsibility of the homeowner. Vegetation and trees should not impede sidewalk, driveway, or street. All plantings must be kept trimmed for appearance and safety, as well as with the “clear vision” laws of the City of Santa Rosa (Chapter 20-30.110, Setback Requirements, Item (F) Vision Triangles & Sight Distance). City street signs of all types also must be clearly visible to vehicle traffic. Contact the A&B Director for specific information on these requirements.
- D. **Trees on your property** may be removed without approval from the A&B Committee or Board. Heritage trees require approval from the City of Santa Rosa before their removal.

III. COMMON AREAS

Guests are allowed in any of the Common Areas ONLY if accompanied by a resident.

Owners must indemnify and defend the Association against any and all claims, damages, or losses resulting from their use, or their tenants’ or guests’ use, of the Common Area.

3.1 SIDEWALKS

Common Area sidewalks are, except for conveyance for the disabled and infant strollers, reserved for and restricted to walking only, for both residents and guests. **Pets are NOT allowed on the Common Area sidewalks or in any other Common Area in the Subdivision even if carried or otherwise transported.** (See Rule 8.4)

3.2 PERIMETER FENCING

The fencing that surrounds the entire perimeter of Valle Vista, except for where city streets join at entrances into the subdivision, is owned and maintained by the Association. No alterations may be made to the fence, and nothing may be attached to, hung on, or leaned against the fence.

3.3 TREES/SHRUBS

No trees, shrubs or other plantings are to be planted by residents in the Common Area. Such trees and shrubs that are presently in place shall be under the jurisdiction of the Director of Gardens and Well, who shall have sole discretion as to their trimming, pruning or removal. Contact the Director of Gardens and Well for further information.

3.4 TEMPORARY USE OF COMMON AREA

These rules in no way constitute relinquishing control of the Common Area by the Association.

- A. **Owners or their tenants who are currently using the Common Area adjoining their Lot** must maintain it to Valle Vista Standards (See Rule 2.1).

- B. Board approval is required for any use of the Common Area**, which is limited to short-term use with no structural changes. The Board is prohibited by statute (Civil Code 4600) from granting any owner exclusive use of the Common Area without approval of 67% of the Association Members. Therefore, the Board may not approve any structure, fencing, or other improvement that establishes part of the Common Area as exclusive use or gives the appearance that any part of the Common Area is being exclusively used by a Member without approval by 67% of owners.

- C. No permanent structures may be constructed**, installed, or erected in any portion of the Common Area, even Perimeter Fence Common Area. All owners granted temporary use shall maintain and repair all property, gardens, landscaping, edging, and other property they have placed in the Common Area to the standards of the Valle Vista Management Association (See Rule 2.1).

- D. Any previously approved use of Common Area by the Board given to the owner expires when the owner no longer resides in the property or when requested by the Board.** Owners have the responsibility of removing any encroachment. The Association reserves the right to require a new owner to remove any encroachment not removed by the prior owner.

- E. The fact that the Association has permitted or approved a certain activity or alteration by a particular owner at one time does not mean that the Association must in all cases permit or approve the same activity or alteration by the same or a different owner at a later time.**

3.5 NO SMOKING IN COMMON AREAS

Smoking cigarettes or e-cigarettes, cigars, pipes, tobacco, or any other product is prohibited in the Association's Common Areas including all Association facilities and grounds.

No owner, resident, tenant, caregiver, or guest shall smoke or vape on any Lot in a manner that allows smoke or vapor to enter the Common Area or another Lot.

3.6 CANNABIS

No owner, resident, tenant, caregiver, or guest shall smoke or vape cannabis, tobacco, e-cigarettes, vaporizers, or any other substance in the Common Area or in any other area of the Subdivision where smoking is prohibited by ordinance, law, or regulation. Cultivating, distributing, selling, producing, or processing of cannabis is prohibited within the Subdivision. Any resident cultivating, distributing, selling, producing, or processing cannabis on his or her Lot in violation of this Section shall be solely responsible for all injury, harm, or damages attributable to such distributing, selling, cultivating, producing, or processing (including, without limitation, nuisance claims by other Lot owners and criminal acts) and shall indemnify the Association and its directors, officers, agents and members thereof.

No owner, resident, tenant, caregiver, or guest shall smoke or vape cannabis in the Common Area or on any Lot in a manner that allows smoke or vapor to enter the Common Area or another Lot.

IV. ENFORCEMENT

4.1 ENFORCEMENT POLICY

The Board of Directors has a duty to enforce the Declaration of Conditions, Covenants and Restrictions (CC&Rs), Bylaws, and Rules of the Association (the “Governing Documents”). While it is hoped that members will voluntarily comply with the Governing Documents, there will be times where enforcement is necessary to protect other owners and the Association from the effects of a violation. In order to assure due process and fairness for each member, the Association has adopted the following policy and procedures for enforcement of the Governing Documents.

- A. Upon becoming aware of an alleged violation** (whether by report from another member, through Board or management inspections, performance of maintenance responsibilities, or otherwise), the Board shall reasonably investigate the allegations to verify the violation. The Board may delegate the investigation for violations to a Director or Officer. If an alleged violation cannot be verified, the Association may send the owner a courtesy notice describing the alleged violation, but no other actions shall be taken.

- B. After the Board verifies the violation**, the owner responsible for the violation shall be sent a Notice of Violation. This Notice shall include a statement of the nature of the violation and the part of the Governing Documents violated. It shall also state the date by which the violation must be resolved. The Notice of Violation will include a date, time, and location when a Disciplinary Hearing will take place, providing the owner an opportunity to address the Board regarding the violation. The Notice of Violation shall include a statement that the owner has the right to Internal Dispute Resolution under the Association’s Internal Dispute Resolution Policy.

- C. The Disciplinary Hearing, which must take place at least ten (10) days after the Notice of Violation**, must be held with at least a quorum of the Board. The owner is encouraged to attend and participate in trying to reach a resolution. At the Hearing, the Board may approve disciplinary action by a majority vote. The Hearing may be continued by the Board to a later date if the Board desires further information or wants to provide additional time for compliance. Notice of the results of the Hearing and any disciplinary action approved by the Board shall be sent to the owner within fifteen (15) days after the date of the Hearing. (Civil Code 5855)

- D. Disciplinary action may include fines** and/or legal action, suspension of the right to use the Common Area and/or the right to serve on any committee. In determining what disciplinary action to take, if any, the Board shall consider (1) the nature of the violation; (2) whether the violation affects the health or safety of other residents; (3) to what extent the violation affects the appearance of the community, property values or marketability; (4) whether the violation impedes or prevents the Association from performing its duties; and (5) to what extent the violation affects other residents’ quiet enjoyment of their Lots or the Common Area (California Penal Code 415).

- E. Before levying fines against an owner for violation of the Governing Documents,** the Board shall adopt and annually distribute to all owners a Schedule of Fines. The Association may seek collection of the fines through Small Claims or Superior Court and record the judgments against the Lot as a lien. Fines may not become a lien on the owner's property until a judgment is obtained. A judgment for fines may be collected by any means provided by law, including garnishing wages and levying bank accounts.
- F. The Board shall have the discretion to determine the type and timing of disciplinary action to be taken in each case.** Neighbors should try to settle their own disagreements before coming to the Board of Directors.

4.2 SCHEDULE OF FINES

Violation of these Rules and Regulations by an owner, another resident and/or guest(s) will be subject to the schedule of monetary penalties, given below, as set by the Board of Directors.

- A. Refusal to follow rules upon notification:** Any overt refusal by an owner, resident, or guest to follow the rules when notified by a Director or Officer of the Association will be subject to a \$100.00 fine after properly noticed and a Hearing concluded imposing fines.
- B. Minor Infractions:** Violations of the Governing Documents that are non-serious in nature and that do not pose any threat of property damage or personal injury or are unlikely to be repeated may warrant a written warning from the Board of Directors or its representative. Whether a violation constitutes a Minor Infraction is entirely within the discretion of the Board.
- C. Infractions:** Violations of the Governing Documents that, in the opinion of the Board, are not minor, but do not pose a threat of bodily injury or property damage, shall be pursued according to this section. Any such violation of the Governing Documents by a Member, resident or guest shall subject that Member to the following penalties:
- 1) **First 30 Days:** **\$200 fine**, if the violation is not corrected within thirty (30) days from the date of the written notice by the Board of Directors.
 - 2) **After 30 Days:** **\$25 per day** will be added to the \$200 fine.
 - 3) **After 45 Days:** **\$100 per day** will be added to previous fines.
 - 4) **Each rule or restriction that is violated constitutes a separate violation**, even if they occur during the same event or at the same time.
- D. Repeated Infractions:** A repeated violation of the Governing Documents may, in the sole discretion of the Board, subject the Member to daily penalties in the amount of \$100 per day when the violation does not pose a threat of bodily injury or property damage. A repeated violation is any such violation that reoccurs after being resolved.
- E. More Serious Violations:**
- 1) Initial fines of \$1,000 will be assessed for violations involving unregistered or underage persons. If such a violation has not been resolved by the deadline given in the Notice of Violation, the Board may impose additional fines of \$100 per day until the violation is resolved. We are a senior community and violations of this nature threaten our legal status.

- 2) Initial fines of \$1,000 will be assessed for violations involving personal injury or property damage (or the reasonable possibility of personal injury or property damage) as well as any other health or safety violation. If such a violation has not been resolved by the deadline given in the Notice of Violation, the Board may impose additional fines of \$100 a day until the violation is resolved. A Member whose violation causes actual injury or property damage shall be responsible for the cost of that damage and/or injury, in addition to the penalty imposed under this schedule. If the violation warrants immediate action to preserve life or property, the Board may immediately take steps to preserve life or property at the member's expense; then the Board will hold a meeting to impose disciplinary action and/or levy a Reimbursement Assessment.

F. Definitions: As used in this Schedule of Fines, "violation of the Governing Documents" shall include violation of any provision of the Declaration of Covenants, Conditions and Restrictions, any provision of the Bylaws, or any provision of the Rules or architectural guidelines of Valle Vista Management Association. The term "Governing Documents" used in this Fine Schedule includes the Declaration of Covenants, Conditions and Restrictions, the Bylaws, and the Rules or architectural guidelines of the Valle Vista Management Association.

4.3 ASSESSMENTS

- A. The monthly lot assessment** is due on the first day of each month and payable not later than the fifteenth (15th) of the same month. **Delinquencies beyond the 15th** will be assessed a late fee of ten dollars (\$10.00) or 10% of the delinquent assessment whichever is greater. Once an assessment is thirty (30) days overdue, interest will accrue at a rate of 12% per annum on all sums past due. Interest accrues on late fees, unpaid interest, and collection costs.
- B. Lot assessments may be paid monthly** or prepaid quarterly, semi-annually, or annually. Absentee owners are responsible for payment of Lot assessments.

4.4 DELINQUENT ASSESSMENT COLLECTION

It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of Common Area property and other Association expenses in a timely fashion. When assessments become thirty-one (31) days delinquent, a Notice of Hearing outlining the actions required to bring the account into compliance will be sent to the delinquent record owner(s) at the last mailing address provided to the Association. A Hearing Outcome letter will be sent after the hearing. When the assessments become forty-six (46) days delinquent, the account will be referred to a collection agency for processing a Pre-Lien Notice.

IF YOUR PROPERTY IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

For more information, refer to the Delinquent Assessment Collection Policy, distributed to each owner in the Corporate Disclosures every November.

V. CLUBHOUSE

5.1 CLUBHOUSE GUESTS

- A. **The Clubhouse is for the use of Valle Vista residents.** Guests may be permitted at Valle Vista functions sponsored by the Social Club or the Valle Vista Management Association.
- B. **Clubhouse guests are to be accompanied by a resident at all times. Under NO circumstances may keys be loaned to anyone.**

5.2 Clubhouse reservations for private parties by Valle Vista residents may be granted for the purpose of celebrating an important function in the life of a resident. The following conditions apply:

- A. **A written application for private use** of the Clubhouse and approval thereof, are to be obtained from the Clubhouse Director. Appeal of a rejection may be made to the Board of Directors at their regular Board meeting.
- B. **Only the auditorium, kitchen and restrooms may be utilized.** No supplies belonging to the Social Club are to be used. At the end of the event, the Clubhouse should be clean and all items returned to their original locations. Your guests may not use the pool table, library, or the outside area including the pool, spa, and patio around the pool.
- C. **When a resident who is not an owner wants to use the Clubhouse for a family function,** the Lot owner's signature is also required on the application.
- D. **Absentee owners,** who have leased or rented their property, are not allowed to reserve the Clubhouse.
- E. **The Clubhouse may not be reserved for casual use** or as a meeting place for outside organizations to which the resident may be connected.
- F. **The Valle Vista Management Association may permit the use** of the Clubhouse for other activities that are of interest to all Valle Vista residents, for example, defensive drivers' training, Red Cross Life Saving training, etc. Non-residents may not attend any of these activities.
- G. **Organizations or non-residents instructing classes/activities** will be required to provide a copy of general liability insurance naming Valle Vista as an additional insured.
- H. **The Clubhouse may not be reserved** for personal use on the day preceding, or the day of, or the day following these holidays: New Years, Easter, Fourth of July, Thanksgiving and Christmas.
- I. **The Clubhouse may not be used for** any event or class that is open to the public or advertised to the public. Any use of the Clubhouse for public events may result in substantial cost to the Association and its members. Public events will result in the Association becoming subject to ADA compliance throughout the entire Common Area including repeated upgrades as standards change.

5.3 SMOKING IS NOT PERMITTED IN THE CLUBHOUSE OR ANY OTHER COMMON AREA INCLUDING THE WALKWAYS AND THE PARKING AREA.

5.4 Wet bathing suits, shorts or other wet clothing are not permitted in the carpeted areas of the Clubhouse. Everyone must be towel dried before entering restrooms.

5.5 GENERAL USE OF THE CLUBHOUSE BY RESIDENTS

A. The Clubhouse is not to be used between 10:00 p.m. and 6:00 a.m. except for formally scheduled activities.

B. TV DVD player is available to all residents, except when there is a regularly scheduled social/informational event or an approved private party, as described above.

C. No equipment or furniture shall be removed or borrowed from the Clubhouse or other Common Areas for private use, except horseshoes and shuffleboard equipment.

D. The laundry machines and drying yard are for the exclusive use of Valle Vista residents and/or their caregivers. The wheeled carts are not to be removed from the laundry area.

E. Poolroom guests accompanied by a resident are permitted to use the poolroom but not to the exclusion of residents. Children under thirteen (13) years of age are not allowed to use the poolroom or its equipment.

F. Game equipment must be returned after use. Guests may use game facilities if accompanied by a resident, but not to the exclusion of other residents.

G. Books and DVDs in the library are for the exclusive use of residents. They may be borrowed, but please return them. Book and DVD additions to the library are welcome. For a large quantity of book donations, call the librarian for approval before putting them in the library. Do not shelve returned books. Place them on the file cabinet.

H. Light refreshments are allowed in the library. **No glass is permitted.** Only plastic or paperware is permitted.

I. Users of the library are responsible for cleaning the room after use.

J. NO DONATIONS OR GIFTS MAY BE MADE TO THE CLUBHOUSE, OTHER THAN BOOKS AND DVDs FOR THE LIBRARY, WITHOUT PRIOR APPROVAL OF THE CLUBHOUSE DIRECTOR AND ACCEPTANCE BY THE BOARD.

VI. POOL ENCLOSURE

6.1 SWIMMING POOL

A. SWIMMING POOL GUESTS MUST BE ACCOMPANIED BY A RESIDENT AT ALL TIMES. Guests are permitted to use the pool and pool area but not to the exclusion

of residents. The maximum capacity of the pool is forty (40) people. No diapered persons are allowed in the pool, and no children under thirteen (13) will be allowed in the pool after 2:00 p.m. Pool hours are 9:00 a.m. to 8:00 p.m.

- B. Swimwear MUST be worn when using the swimming pool. Non-swimwear is not permitted in the pool, i.e., regular shorts or T-shirts.**
- C. Valle Vista requires that all persons shower using the shower in the pool area before entering the swimming pool or spa. Showering at home is NOT sufficient. Persons using oils or lotions must shower again before entering the pool. No soap is allowed in this area.
- D. No pets** are allowed in the pool or spa areas (or any other Common Area).
- E. Food and beverages** are allowed in the pool area. **NO GLASS is allowed.** Plastic or paper plates and containers may be used, and you must clean up the area and take your trash home for disposal.
- F. Private pool parties** and/or barbeques will **not** be permitted.
- G. No nuisance noise** such as loud music or loud radios is allowed.
- H. SMOKING IS NOT PERMITTED IN THE POOL AREA.**
- I. For safety reasons, pool enclosure gates are to be kept closed and locked at all times.**
- J. Non-resident owners** are allowed to use the pool, spa, or other Valle Vista amenities **only** as a guest and must be accompanied by a resident at all times.
- K. For safety reasons,** no diving or jumping into the pool and no running in the enclosure are allowed.

6.2 SPA

Spa hours are 9:00 a.m. to 8:00 p.m.

- A. Only two guests per lot** age eighteen (18) or older and accompanied by a resident are allowed in the spa at the same time. **No smoking, soap, food or beverages other than plain water are permitted in this area.**
- B. Valle Vista requires that all persons shower using the shower in the pool area before entering the swimming pool or spa. Persons must shower again after applying lotion.
- C. Maximum capacity** in the spa is eight (8) persons.

VII. TIN CORRAL

7.1 GENERAL INFORMATION ON RENTING TIN CORRAL SPACE

- A. Tin Corral renters are required to have insurance** and will be liable for injuries or property damage incurred when entering, occupying, or leaving the Tin Corral.

- B. Only current Valle Vista registered residents** may rent a space in the Tin Corral. As soon as a renter is no longer a resident, the rental agreement terminates. The key must be returned and the space(s) must be vacated. Rental fees for full months no longer used will be refunded.
- C. Non-resident owners** may not rent a space.
- D. Tin Corral space cannot be rented to friends or relatives.** The resident's name must appear on the vehicle registration.
- E. No pets** in the Tin Corral.
- F. Only registered Tin Corral space holders may use the Tin Corral key. DO NOT** lend the Tin Corral key to family or guests.
- G. Residents MUST ALWAYS accompany any non-residents** when accessing the Tin Corral.
- H. The Tin Corral gate is to be closed at all times,** except when you are driving in or out. Gate must be locked when leaving the Tin Corral.
- I. To avoid potential accidents,** engage the parking brake, turn off the engine and place vehicle in park position when opening or closing the gate (either entering or leaving).
- J. Absolutely NO vehicle maintenance** that could possibly result in the release of any fluids or oils is allowed in the Tin Corral. Motor or transmission maintenance must be performed off-site.
- K. Renters are responsible for always keeping their space clean and clear.** Space must be free of weeds and other debris. If this is not done, the Association will have the space cleaned and any charges billed to the renter.

7.2 TIN CORRAL APPLICATION

- A. Applications are obtained from the Director of the Tin Corral or the Association Office.** Residents must submit their application in person to the Tin Corral Director or Office. The following documentation is necessary.
 - 1) Proof of ownership** (current registration) and current residency are required at time of rental before the space can be occupied.
 - 2) Insurance in the resident's name matching the vehicle registration** must be submitted to the Tin Corral Director or the Association Office at the time of the space rental. The RV's insurance policy must cover theft, fire, and liability (both personal and property).
 - 3) Upon registration and insurance policy renewal,** copies of the registration renewal and insurance renewal must be given to the Tin Corral Director or the Association Office.
- B. New applications are necessary** when you change (1) vehicles, (2) spaces, or (3) license plates.
- C. A Tin Corral key** will be provided to renter after a \$10 refundable key deposit is paid.

D. To store any vehicle in the Tin Corral, all of the following must be met:

- 1) Vehicle must be operable.
- 2) No oil or fluid can leak from the vehicle.
- 3) Current registration tags must be displayed on vehicle(s).
- 4) Proof of current registration and proof of current insurance must be on file in Association Office.

E. Upon action of the Board of Directors, any vehicle with an apparently **expired registration or without a current registration tag** will be removed to an impound lot at the owner's expense.

7.3 SPACE ASSIGNMENTS

A. Renters may occupy only the space assigned, never one occupied by another renter. Spaces are assigned or reassigned by the Tin Corral Director, with notice to the Office Director. Spaces can only be changed with permission from the Tin Corral Director.

B. A current registered resident may rent more than one space. However, the renter of an additional space may be forced to relinquish the additional space, if needed, for a new recreational vehicle on a last-in-first-out basis.

7.4 TIN CORRAL FEES

A. Fees are based on a per-month cost, payable annually on January 1st.

B. If not paid by January 15th, a late fee of \$10.00 will be charged. Any fee not paid by February 1st will be charged an additional \$10.00 per day for each day thereafter that the payment is late.

C. When a space is permanently vacated, the key must be returned, the space must be cleared of weeds and debris, and the Tin Corral Director must be notified. Once these steps have been completed, a refund of the space rent for any unused months will be issued. **There is no refund of a portion of a month.**

7.5 OTHER TIN CORRAL ISSUES

For Sale Vehicles: To protect the personal property of Tin Corral renters, prospective buyers must always be accompanied by the vehicle owner.

7.6 RECREATIONAL VEHICLE (RV) STORAGE

Note: Recreational Vehicles (RVs) are motor homes, 5th wheels and travel trailers (with or without tow vehicles), truck campers with living accommodation (bed & appliances, self-contained water supply, etc.) and other vehicles used for recreation purposes (boats, boat trailers, and cargo trailers used to store motorcycles or ATVs or horse trailers).

- A. **No cargo trailers** that contain household goods are allowed.
- B. **Large boats** must be stored on a state-licensed and insured boat carrier. Small boats must be stored in such a way that they cannot be used by animals for shelter (on a cradle--off the ground).
- C. **Cars and trucks not used for recreational purposes** may be stored in the Tin Corral with the following provisions in effect:
 - 1) **Only two non-recreational vehicles per Lot** without Board approval.
 - 2) **Recreational vehicles take precedence**, i.e., if no space remains in the Tin Corral, the most recent non-recreational vehicle must forfeit its space.
- D. **Renters may use their space for two (2) pieces of RV equipment**, provided they do NOT extend beyond or over the space lines (side-to-side or front-to-back).

VIII. PET CONTROL

As stated in the Declaration of Covenants, Conditions, and Restrictions (CC&R Article 7.7), **no more than two (2) common household pets** per Lot may be kept or maintained, if they are not kept, bred, or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or neighborhood. Pets must be in compliance with applicable Sonoma County Animal Management Division ordinances and the following Rules and Regulations:

NOTE: California Civil Code Section 3342 states that “The owner of any dog is liable for the damages suffered by any person who is bitten by the dog while in a public place or lawfully in a private place, including the property of the owner of the dog, regardless of the former viciousness of the dog or the owner's knowledge of such viciousness.”

No part of this section shall deny a Resident his/her rights under the Americans with Disabilities Act.

- 8.1 **"Pet" means** any domesticated bird, cat, dog, or other animal not covered as a certified service animal for certified use under the Americans with Disabilities Act. Refer to Article 7.7 Animals in the CC&Rs.
- 8.2 **A current, duly signed, and approved VVMA Pet Agreement** (including a photo of each pet) must be on file in the Association Office. Residents getting a new pet must get approval and register it within ten (10) days of acquiring the pet. The approval of pets may be based on various factors such as species, size, breed, and temperament. Only pets with approval stated in the Pet Agreement are permitted to reside in the subdivision. This agreement can be canceled by the VVMA for failure of the Residents to obey the requirements of Section 8 of these Rules & Regulations.
- 8.3 **Dogs must be brought to an Orientation for approval before the Resident begins to occupy the Lot.** The approval of a resident to keep a dog may be based on, but is not limited to species, size, breed, and temperament. Aggressive dogs will not be approved, and any dog expressing aggression on a regular basis will result in the Board revoking its approval.

- 8.4 Specific rules and regulations** governing pets have been adopted by the Board of Directors. In every case below, “Pet Owner” is defined as any Resident (or their Guests) who has a pet in their care, charge, control, custody, or possession.
- A. Pet Owners shall not allow their pets in Common Areas.** Any pets found in the Common Area may be removed by Sonoma County Animal Control. Since certified service animals while performing certified activities under the Americans with Disabilities Act are not “pets,” they are allowed in the Common Areas.
 - B. Pet Owners shall ensure that their pets do not become a nuisance** to other residents in the community. Actions which may constitute a nuisance include, but are not limited to, barking, crying, scratching or being hygienically offensive.
 - C. Pet owners must respect the private property of others.** Pets shall not be allowed to trespass on private property and shall be walked on public streets only.
 - D. Dogs must be on a leash 6 feet or less when outdoors.** Pets shall not be tethered or chained on any Lot, nor shall they be left outside on any Lot unattended, even in a fenced area.
 - E. Pet owners shall incur all costs for repairing damage** to HOA Common Areas caused by their pets.
 - F. Pet owners shall incur all costs for personal injury** that occurs in HOA Common Areas caused by their pets.
 - G. Any violations under Section 8.4 should be reported** to the VVMA Office with as much specific information as possible as to name and address of violator, time and date, description of alleged violation and names of any witnesses.

8.5 Specific laws and regulations governing pets have been adopted as City and County Ordinances. All Residents and non-Resident Owners need to be aware of all such laws. Enforcement of these is through the City of Santa Rosa and the County of Sonoma. These agencies should be contacted directly in case of violations. Some, but not all, of these regulations are noted below:

- A. Dogs must be on a leash no longer than 6 feet when outdoors.** The leash must be hand-held by a person capable of controlling the dog (City Code 7-12.100A).
- B. All pets must have appropriate shots, licenses, and tags,** as required by State law or by City or County Ordinance. (The following are a few, but not all, examples, according to <http://sonomacounty.ca.gov/Health/Animal-Services/>: “Throughout Sonoma County, a license is required for all dogs age 4 months and older. Cats are required by law to be vaccinated against rabies in Sonoma County. State and local laws require dogs over four months of age to be vaccinated against rabies every three years.”) Report any violations to Sonoma County Animal Services.
- C. Pet owners shall be responsible for immediate clean-up and proper disposal of any pet waste** deposited. (Santa Rosa City Code 7-28.010) Report any violations to the Sonoma County Health Department.

IX. BULLETIN BOARDS

- 9.1 **The Social Club bulletin board is only** for notices and postings placed there by a person designated by the Social Club or Secretary of the Social Club. All unauthorized postings will be removed.
- 9.2 **The general bulletin board** (pool side of the hall by stage) may be used by Residents for notices. “For Sale” ads may be posted. All posted notices must have a posting date and should be removed when no longer applicable. The Office Director may remove any notices over 30 days old.
- 9.3 **The Management bulletin boards** on the east side of the Clubhouse (inside and outside) are for the exclusive use of the Valle Vista Management Association for notices of meetings, Board minutes, governing documents, and Federal, State, County and City permits and/or regulations.
- 9.4 **The marquee board outside the Clubhouse** next to the parking area is for activities that will take place within the coming week (Monday through Sunday). It may not be used for advertising activities that take place greater than a week in the future. It may also be used by the Board to announce upcoming Valle Vista business events. Only the person authorized by the Social Club to maintain the marquee may change postings on the marquee.