

VALLE VISTA MANAGEMENT ASSOCIATION, INC.

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

RULES AND REGULATIONS

AMENDED DECEMBER 12, 2017

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 residents and guests.

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 official records of Sonoma County dated 04/26/07.

RULES AND REGULATIONS

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Paul O. [Signature] 7-18-18
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I. RESIDENCY

1.1 ORIENTATION

New prospective owners 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.** Regarding pets, See Rule 8.2.

Any resident moving from one unit to another in Valle Vista must have an orientation review. If you have acquired a new pet since your most recent orientation, you must bring the dog with you and a current photo of all your pets to the orientation review.

- 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 an 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. There is a requirement by the Federal Government to update 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 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 at all times by a resident.** 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.

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:** Approval by the A&B Committee is required, in writing, before any exterior changes—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.

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 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 as well as garages are not allowed.

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. It is expected that one car be parked in the carport.

C. Carports or porches may not extend into any of the setback areas. In matters of conflict, city code shall prevail.

D. No permanent structures shall be placed or maintained on side or rear set-back areas. Stepping stones or cement walkways 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 back yard from your property lines.

F. If you have a corner Lot, you must have a street-side setback of fifteen (15) feet from the curb face and the other side four (4) feet; the back setback is five (5) feet and the front is fifteen (15) feet from your property lines. **There is also a line of vision 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. Your front property line facing the street is determined by measuring from the center of the street; Westgate-twenty-five (25) feet; Sovereign Lane from Westgate to Donahue-twenty-five (25) feet; Westgate to Regency-twenty-two and one-half (22.5) feet; the other streets are twenty-two and one-half (22.5) feet. These figures are available in the office. Be advised that Valle Vista Management Association cannot be responsible for the location of property lines. This is the responsibility of the seller/buyer/realtor/contractor. If there is any doubt, call a surveyor at owner’s expense.

- H. **Permits** are required when replacing a home and **must be displayed prominently at project site**. The A&B Committee must verify that the contractor has obtained City of Santa Rosa building permits. 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 of the original home. During this period, the vacant Lot is to be kept free of weeds and other debris. The Board of Directors is to be notified of any delay requiring a longer period of time, and the reason thereof. Approval of an extension of time may be given 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.**

2.5 PROPERTY FOR SALE

- A. **When you put your property up for sale**, it is required that you advise the Management Association's Office Director.
- B. **Civil Code Section 4525** makes the owner of the property, not the association, 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 keys themselves.

2.6 LEASING OR RENTING YOUR PROPERTY

- A. **It is the owner's responsibility** to advise the Association Office Director that you are leasing or renting your property and to see that your tenant(s) have copies of the Declaration of Restrictions (CC&Rs), the By-Laws and the Rules & Regulations and that they agree to comply with them.
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, **register pets** and understand and accept conditions of the governing documents.

- C. **Owners who have leased or rented their property** have transferred their right to use the facilities and amenities to their tenant(s). Keys will not be issued to both owner and renter.
- 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 percent (20%) of the total number of Lots at any given time.” When a resident dies, and we are at the 20% rental limit, whoever inherits the property shall either live in it or sell it. This does not constitute a hardship. You may keep the property vacant, if you keep the home and property maintained to Valle Vista standards (See Rule 2.1).
- E. **The Valle Vista Office will keep a list of owners** wishing to rent their property. If any present rental becomes vacant and has not been re-rented within 60 days, it will no longer be considered a rental. The next person on the list will be given the chance to fill that rental space.
- F. **An owner may lease or rent his Lot** only to occupants who meet the age restrictions of the Senior Subdivision. No owner shall be permitted to lease or rent his Lot for any period less than 60 days. Property owners may appeal the rental limit on a case-by-case basis under the hardship or emergency exception. Refer to CC&Rs for more information. 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.
- G. **IT IS THE RESPONSIBILITY OF THE OWNERS TO NOTIFY THE OFFICE IF THEY DECIDE TO RENT THEIR PROPERTY; OTHERWISE, THE OWNER MAY BE SUBJECT TO FINES.**
- H. **Anyone wishing to rent a room** from an owner must meet the same requirements as does a renter and will require an orientation.

2.7 STORAGE

- A. **Refrigerators, freezers, other large appliances, household furnishings or equipment** 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 while moving in or renovating is limited to thirty (30) days. 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.**
- D. **Motorized vehicles** are not to be routinely parked on the street. Residents are expected to utilize their carports and driveways. (See Rule 2.4B)

2.8 ESTATE OR MOVING SALES

Garage and yard sales are not permitted. Estate or moving sales are permitted under the following conditions:

- A. **All sale items** are the home site possessions of the homeowner or the homeowner'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 Office Director** must be notified and approval given prior to the sale.
- C. **The display of sale items** is confined to the home and carport.
- 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. 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 change. No permanent structures shall be placed or maintained on side or rear set-back areas. Stepping stones or cement walkways 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 home owner. All plantings must be kept trimmed for compliance with not only Valle Vista Management Association requirements, but with the "clear vision" laws of the City of Santa Rosa. City street signs of all types 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 Board of Directors. Heritage trees require approval from the City of Santa Rosa before their removal.

III. COMMON AREAS

3.1 SIDEWALKS

Common Area sidewalks are, with an exception of conveyance for the disabled and infant strollers, reserved for and restricted to walking only, for both residents and guests. **No pets are allowed on the sidewalks or in any other Common Area in the Subdivision.** (See Rule 8.3)

3.2 PERIMETER FENCING

The fencing that surrounds the entire perimeter of Valle Vista, with the exception of where city streets join at entrances into the subdivision, is owned and maintained by the Association.

3.3 TREES/SHRUBS

No trees or shrubs 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 Wells, who shall have sole discretion as to the trimming, pruning or removal. Contact the Director of Gardens and Wells for further information.

3.4 TEMPORARY USE OF COMMON AREA

These rules in no way constitute relinquishing control of 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. Temporary use of the Common Area, including, but not limited to, gardens, furniture, and landscaping, must be approved by the Board of Directors prior to placement.** The Board is prohibited by statute (Civil Code 4600) from granting any owner exclusive use of 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.
- 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, structures, gardens, landscaping, fencing, edging, and other property they place 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 property is sold, transferred, or when requested by the Board.** Sellers have the responsibility of removing any encroachment. The Association reserves the right to require a buyer to remove any encroachment not removed by the seller.

The fact that an 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 of cigarettes or e-cigarettes, cigars, pipes, tobacco or other products is prohibited in the Association's Common Areas and all Association facilities and grounds.

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

3.6 MARIJUANA

No owner, resident, tenant, or guest shall smoke or vape marijuana, 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 marijuana is prohibited within the Subdivision. Any owner cultivating, distributing, selling, producing, or processing marijuana 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, and 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, or guest shall smoke or vape marijuana in the Common Area or on the 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 of the Common Area, 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. 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 verifying the violation**, the owner responsible for the violation shall be sent a Notice of Violation. This Notice of Violation shall include a statement of the nature of the violation and the part of the Governing Documents violated. The Notice of Violation shall provide the time by which the violation must be resolved. 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. **If the owner requests a meeting with the Board of Directors**, the meeting may 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 meeting, the Board may approve disciplinary action by a majority vote. A meeting may be continued by the Board to a later date if the Board desires further information or wants to provide time for compliance. Notice of the results of the meeting and any disciplinary action approved by the Board shall be sent to the owner within fifteen (15) days after the date of the meeting.

- D. Disciplinary action may include fines;** suspension of the right to vote, the right to use the Common Area, or the right to serve on any committee or the Board; and/or legal action. 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 impeded 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.
- 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.** In exercising its discretion, the Board shall consider (1) the nature of the violation, (2) the effect of the violation on neighboring lots, (3) the effect of the violation and the enforcement action on the community as a whole, and (4) prior violations of and enforcements against the Owner to be disciplined. The Board shall have the discretion to suspend or forego enforcement where the violation affects only one neighboring Lot and to refer the two neighbors to a mediation service. 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 a resident and/or his or her guest, will be subject to the schedule of monetary penalties, given below, as set by the Board of Directors.

- A. 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. Whether a violation constitutes a Minor Infraction is entirely within the discretion of the Board.
- B. Infractions:** Violations of the Governing Documents that, in the opinion of the Board, are not minor, but that do not pose a threat of bodily injury or property damage, shall be pursued according to these Rules. Any such violation of the Governing Documents by a Member or a Member's family member, guest or tenant shall subject that Member to the following penalties:

First 30 Days: \$100 fine, if the violation is not corrected within thirty (30) days from the date of the written notice by the Board of Directors.

Second 30 Days: \$25 per day will be added to the \$100 fine.

After 60 Days: \$100 per day will be added to previous fines.

Greater fines of \$1,000 will be assessed due to legal issues concerning unregistered underage persons, safety and health hazards.

Each rule or restriction that is violated constitutes a separate violation, even if they occur during the same event or at the same time. A second or subsequent violation occurs when the first violation ceases or is resolved, and then is repeated on a separate day.

- C. Continuing Infractions:** A continuing violation of the Governing Documents may, in the sole discretion of the Board, subject the Member to daily penalties in an amount of \$100 per day when the violation does not pose a threat of bodily injury or property damage. A continuing violation is any violation that does not stop or is not resolved, within 60 days.
- D. Infractions Involving Threat of Personal Injury or Property Damage:** The penalty for infractions involving personal injury or property damage, or the reasonable possibility of personal injury or property damage, is an amount of \$1,000 per violation. 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.
- E. Notice and Opportunity to be Heard Regarding Infractions:** Each resident who has been notified in writing of a specific violation will have the opportunity to appear before the Board of Directors to explain his/her action within fifteen (15) days of the date of notice. The Board has discretion to forgive, modify or suspend monetary penalties under proper circumstances upon receipt of credible evidence of mitigating circumstances, and that the rule taken as a whole not be arbitrated in its effect. The resident has the right to request alternative dispute resolution. Refer to Civil Codes 5855, 5900 and 5925.
- 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, and 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.
- B. Lot assessments may be made monthly**, quarterly, semi-annually or annually. Absentee owners are responsible for payment of Lot assessments.

4.4 DELINQUENT ASSESSMENT COLLECTION POLICY

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 two months delinquent, a Pre-Lien Notice will be sent, by both regular mail and certified mail, to the delinquent record owner(s) last mailing address provided to the Association.

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 are 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. There is a fifty (\$50) dollar non-refundable fee to use the Clubhouse. There will be a one hundred (\$100) dollar cleaning/damage deposit required at the time of signing the application. The deposit will be refunded when the Clubhouse Director approves the condition of the Clubhouse after the end of the event.
- B. Only the auditorium, kitchen and restrooms may be utilized.** No supplies belonging to the Social Club are to be used.
- C. When a renter resident wants 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, shall not be allowed to rent the Clubhouse.
- E. The Clubhouse may not be reserved for casual use** or 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, election precincts, etc.

- G. **Organizations or others 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.

5.3 SMOKING IS NOT PERMITTED IN THE CLUBHOUSE.

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-VCR/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 eighteen (18) years of age are not allowed to use the poolroom or its equipment.
- F. **Exercise and 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 in the library are for the exclusive use of residents.** They may be borrowed, but please return them. Book additions to the library are welcome; magazines are not accepted. 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 in the receptacle provided.
- H. **Light refreshments** are allowed in the library. No glass permitted. Only plastic or paperware is permitted.
- I. **Users of the library are responsible for cleaning the room after use.**

NO DONATIONS OR GIFTS TO THE CLUBHOUSE 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. Maximum capacity of the pool is forty (40) persons. 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.**
- C. Per State Health and Safety Code Sections 116040 and 116043,** we require that all persons shower before entering the swimming pool.
- D. No pets** are allowed in the pool area or adjacent Common Area.
- E. Food and beverages** are allowed in the pool area. **NO GLASS,** only plastic or paper plates and containers may be used and you must clean up the area by using garbage containers provided for your use.
- F. Private resident pool parties** and/or barbeques will **not** be permitted.
- G. No nuisance noise** such as loud music or loud radios.
- H. SMOKING IS NOT PERMITTED IN THE POOL AREA.**
- I. For safety reasons, pool enclosure gates and spa door are to be kept closed and locked at all times.**
- J. Non-resident owners** shall be allowed to use the pool, spa or other Valle Vista amenities as a guest only and must be accompanied by a resident.

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, are allowed and must be accompanied by a resident. **No smoking, food or beverages or soap are permitted in this area.**
- B. Per State Health and Safety Code Sections 116040 and 116043,** we require that all persons shower before entering the spa.
- 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.
- C. No rental of space to absentee owners** who have leased or rented their property. No rental of space by friends or relatives.
- D. The Tin Corral is NOT to be used by anyone for living accommodations,** even temporarily.

- E. No smoking in the Tin Corral.**
- F. No pets in the Tin Corral.**
- G. Only registered Tin Corral space holders may use the Tin Corral key. DO NOT lend key to family or guests.**
- H. Residents MUST ALWAYS accompany any non-residents when accessing the Tin Corral.**
- I. 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.**
- J. To avoid a potential accident, when opening or closing the gate (either entering or leaving), place vehicle in park position, engage the parking brake and shut off the engine.**
- K. Absolutely NO vehicle maintenance that would possibly result in the release of any fluids or oils is allowed in the Tin Corral. Any motor or transmission maintenance must be performed off-site.**
- L. Renters are responsible for keeping their space clean and clear at all times. 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.** Resident must submit application in person to the Tin Corral Director. The following documentation is necessary.
 - 1) Proof of ownership** (current registration) and current residency required at time of rental.
 - 2) Insurance in your name matching your vehicle registration** is required at time of renting a space. Your RVs insurance policy must cover theft, fire, damage and/or liability for the length of time the vehicle will be in storage.
- 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. In order 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 leakage from vehicle.
 - 3) Current registration tags displayed on vehicle.
 - 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 apparent 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. No changing spaces without permission.
- 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. This will be accomplished 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 charge 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. **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 BE accompanied by the vehicle owner at all times.

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 (cargo trailers used to store motorcycles or ATVs) or horse trailers.

- A. **No cargo trailers** that contain household goods.
- 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 one non-recreational vehicle per lot.**
 - 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).

7.7 STORAGE SHED

- A. **The purpose of this building** is for storage of non-electric medical equipment which may be loaned out to residents.
- B. **Clean and usable non-electric medical equipment** may be donated for the use of residents. The Director of the Tin Corral is responsible for loaning out the equipment.

VIII. PET CONTROL

As stated in the Declaration of Covenants, Conditions, and Restrictions (CC&R Article 7.7), **two common household pets** may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or neighborhood and are in compliance with applicable Sonoma County Animal Management Division ordinances.

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.
- 8.2 **A current, duly signed, and approved VVMA Pet Agreement** (including a photo of pet) must be on file in the Association Office. Dogs must be brought to an Orientation for approval before the Resident begins to occupy the Lot. Current Residents must get approval and register new pets within ten (10) days of acquiring new pets. The approval of pets may be based on but not limited to 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 VVMA for failure of the Resident or non-Resident Owner to obey the requirements of Section 8 of these Rules & Regulations.
- 8.3 **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, non-resident Owner, or their Guest who has a pet in his/her care, charge, control, custody or possession.
 - A. **No pets are allowed in the Common Area**, and any pets found in the Common Area may be removed by Sonoma County Animal Control.
 - B. **Pet Owners shall not allow their pets in Common Areas.** (Not walked, carried or transported by any means in Common Areas.) Since certified service animals while performing certified activities under the Americans with Disabilities Act are not "pets," they are not excluded from the Common Areas.
 - C. **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.
 - D. **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.
 - E. **Pets shall not be restrained on any Lot, nor shall they be left outside on any Lot unattended**, even in a fenced area.
 - F. **Pet owners shall incur any and all costs for repairing damage to HOA Common Areas** caused by their pets.
 - G. **Pet owners shall incur any and all costs for personal injury** that occurs in HOA Common Areas caused by their pets.

H. Any violations under Section 8.3 should be reported, in writing, to the VVMA Office with specific information as to name and address of violator, time and date, and description of alleged violation.

8.4 Specific laws and regulations governing pets have been adopted by 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 7-12.100.A)
- 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 pet wastes** 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 the Social Coordinator or Treasurer 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 certain advertisements. “For Sale” items may be posted. All posted notices must have a posting date of thirty (30) days and should be removed when no longer applicable.
- 9.3 The Management bulletin boards** on the east side of the Clubhouse (inside and outside) are used for the exclusive use by the Valle Vista Management Association for notices of meetings, Board minutes, financial reports, governing documents, and Federal, State, County and City permits and/or regulations.

