

ASSOCIATION RULES & REGULATIONS



THE VILLAGE AT SANTA BARBARA OWNERS ASSOCIATION, INC.

**548 Camino de la Aldea #4
Santa Barbara, CA 93111**

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WELCOME TO THE VILLAGE AT SANTA BARBARA OWNERS ASSOCIATION

The Village at Santa Barbara Owners Association (hereinafter referred to as “The Village” or the “ASSOCIATION”) is a non-profit mutual benefit corporation that is managed by its Board of Directors. All Owners who are in good standing are eligible to serve on the BOARD.

The ASSOCIATION operates within the framework of its current Bylaws and Covenants, Conditions, and Restrictions (CC&Rs), effective March 22, 2011. It is important that you read and understand these documents.

On the following pages are the **Association Rules and Regulations**. Revisions and additions will be incorporated as required by the BOARD.

We want community association living to be a satisfying and carefree experience. To achieve this goal, these *Rules and Regulations* will help ensure proper care of our residences and common property, as well as consideration of our neighbors. These rules, as set forth, apply equally to all Owners, tenants, and visitors – with Owners being responsible for actions of their family, guests, visitors, and tenants. Every Owner has been provided a copy of the *Rules and Regulations*.

Each Owner must distribute a copy of *these Rules and Regulations* to any tenants or guests for their information.

Thank you for your continued cooperation.

Best regards,

The Board of Directors of
The Village at Santa Barbara Owners Association

DEFINITIONS

The Village at Santa Barbara Owners Association, hereinafter referred to as "ASSOCIATION."

Board of Directors of The Village at Santa Barbara Owners Association, hereinafter referred to as "BOARD."

GENERAL

1. All common area facilities at the Village are for the exclusive use of Owners, tenants, and guests. The BOARD is empowered with the authority to limit the number of guests utilizing the common area facilities.
2. Owners of units must furnish a copy of these rules and CC&Rs to their tenants. All Owners, tenants, and guests must comply with all rules and CC&Rs. Ignorance of these rules and the CC&Rs does not excuse non-compliance.
3. The BOARD administers the ASSOCIATION's business affairs, enforces rules, and carries out the policies of the BOARD.
4. The BOARD reserves the right to amend, change, interpret, or adopt rules and assess fines as needs arise to ensure the safe and comfortable quality of life for all residents.

ARCHITECTURAL POLICY: GUIDELINES

5. No sign or notice is to be placed on the common property or in any location where it can be viewed from the common property without prior BOARD approval. For an open house associated with the sale of a unit or for an occasional garage sale, one sign may be placed in front of the unit and a maximum of two signs may be placed for the purpose of offering direction to the unit. The signs must be removed immediately upon completion of the open house or sale.
6. No individual radio or television antenna or satellite dish is to be placed on the exterior of any unit where it can be seen by any other unit, unless adequate reception in non-visible locations is impossible. All lead-in wires or other electrical wires, conduits, etc., are to be installed in such a way as to be invisible from any other unit and shall not compromise the weather-resistant qualities of the building. For two-bedroom units, satellite dishes are to be placed in atrium areas not visible from the outside. Owners must get approval from the BOARD in writing before placement of satellite dishes.

7. A screen door on the front door may be installed by the homeowner if it is done in a professional manner and kept in good repair at the Owner's expense. Any screen door or window screen left in a state of disrepair may be repaired by the ASSOCIATION, and the cost of the repairs will be recovered from the Owner of the unit. All screen doors are to be dark brown in color unless the ASSOCIATION approves a color change in the future to match future exterior color schemes.
8. Window covers of all types, such as drapes, blinds, etc., are to be in good repair and must be white or light neutral in color when viewed from the exterior of the unit.
9. No basketball backboards are allowed.
10. Owners will be responsible for any expenses incurred in replacing or repairing any Village property or landscaping damaged by the Owners, or by the Owners' relatives, tenants, guests, agents, or contractors.

ARCHITECTURAL POLICY: MODIFICATIONS

11. No modifications to residence units or surrounding areas which substantially affect the exterior appearance are permitted without the written approval of the BOARD. Alterations are not to commence until the proposed plans have been approved by the BOARD, and the proper permits are procured and presented to the BOARD. In addition, a "Maintenance Covenant" must be filed by the Owner with the Santa Barbara County Clerk Recorder's office if the BOARD requires one. A maintenance covenant formalizes that the current Owner and future Owners of that unit shall maintain, repair, and replace said Owner modifications. The maintenance covenant must be filed before modifications commence.
12. The ASSOCIATION will not be responsible for any claim for damages arising from any architectural modification before, during or after construction.
13. The ASSOCIATION shall only be responsible for maintaining, repairing, and replacing as-built exterior surfaces of the residences and the common area facilities per the CC&Rs. Such maintenance, repair, and replacement shall not include modifications done by Owners or their agents or predecessors.
14. Maintenance, repair, and replacement of any modifications to the as-built residential unit construction or surrounding area done by the Owner, the Owner's tenants, relatives, guests, agents, contractors, or predecessors shall be the sole responsibility of the Owner. This includes, but is not limited to, patio wall gates (painting and repair/replacement), skylights and solatubes, atrium room additions, French door additions, replacement windows, and tiling on front entryway steps. For more specific details, refer to the applicable sections in the Association's CC&Rs and applicable Civil Code sections. For modifications that will require maintenance, repair and/or replacement, a maintenance covenant shall be filed as stated in #11 above.

15. If an Owner fails to maintain their architectural modification(s) to a degree commensurate with the maintenance the ASSOCIATION performs on other exterior surfaces or to the degree required by the ASSOCIATION, the ASSOCIATION shall have the right to implement proper maintenance, repair, or replacement of said modification and the Owner(s) shall reimburse the ASSOCIATION for expenses incurred in a timely manner (30 days).

COLLECTIONS POLICY FOR MONTHLY ASSESSMENTS

The Village at Santa Barbara Owners Association's policy for the monthly collection of assessment payments is as follows:

1st day of the month: Monthly assessment is due and payable.

15th day of the month: Any assessment not received by the 15th is delinquent.

16th day of the month: A late fee of 10% of the delinquent assessment will be charged.

Last day of the month: Interest at the rate of 10% per annum will be charged on delinquent payments. The amount owed will be retroactive from the due date and will continue to accrue until payment is received.

60th day: A lien will be placed on the delinquent Owner's residence. The Owner will be responsible for all costs associated with this process, including attorney's fees.

The foregoing Collection Policy as stated in these Rules & Regulations will serve as formal notification to all Owners. The Collection Policy will also be distributed annually with the annual budget letter to all members.

A fee to cover the costs incurred by the ASSOCIATION will be charged each time a check is returned for insufficient funds.

LANDSCAPING AND GROUNDS

1. Improvements, additions, trimming, or removal of landscaping within the common area are the responsibility of the Association. No Owner may make changes to the landscape on the common area and residence lot areas outside building/patio perimeters without prior written approval of the BOARD.
2. There is to be no interference with the established drainage patterns.
3. No vegetation, flowers, trees, or plants are to be planted or allowed to grow outside the fenced patio areas, except as specifically authorized by the BOARD.
4. No ivy or other plants are to grow upon walls, fences, or onto roofs from interior patio plantings. Damage, repairs, removal, or maintenance will be done at the Owner's expense.
5. The use of bicycles, skateboards, or roller skates on landscaped areas, sidewalks, pool area or tennis court is prohibited.
6. The Owner will be responsible for any expenses incurred in replacing any vegetation, flowers, trees, or plants damaged or vandalized by the Owner or by the Owner's family, tenants, guests, agents or contractors.
7. Trash containers must be removed from view within the same day as trash collection and stored in the Owner's residence or patio areas.
8. Littering is strictly prohibited.
9. Owners or tenants shall not place possessions on residence lots or common area outside of residences or exclusive-use patio areas without written permission from the Board. The Residence Lots and Common Area shall be used only for appropriate purposes by the Owners and residents, tenants, and their guests – subject to the provisions of the CC&Rs and these Rules & Regulations and any additional Guidelines established by the Board of Directors of the Association.
10. Residents shall not pile dirt up against patio wall posts. Patio wall posts are to be kept free of dirt contact in order to prevent dry-rot damage to the posts and subsequent failure of the stucco walls. If residents pile dirt against posts, they may be held liable for the ASSOCIATION's costs incurred in repairing such posts due to dry-rot causing stucco walls to crack or settle.
11. Potted plants on exterior wood window shelves must have impermeable water-catching retainers to prevent dry-rot damage to wood shelves. Damage done to window shelves because of watering potted plants is the responsibility of the Owner.
12. Residents shall not plant trees in their patio areas or anywhere outside their residence that shall substantially affect nearby Owners' views or substantially impair nearby Owners' access to sunlight (See item #14 for remedies).

13. Residents shall not plant vegetation in their exclusive-use patio areas that becomes visible from the common area in such a way that a reasonable person would agree that it substantially detracts from the overall Village planting scheme. (See item #14 for remedies.)
14. Residents shall not plant trees or shrubs with aggressive root systems in their exclusive-use patio or atrium areas in close proximity to foundations or near water, sewer, drain pipes or underground utility lines. Remedy: If the BOARD deems that such plants have the potential to damage the building foundation or underground utilities, the ASSOCIATION will notify the Owner of the unit that such plants shall be removed at Owner's expense within 30 days. If the Owner does not comply, the ASSOCIATION shall have the right to enter the exclusive-use area and remove such plants, and the ASSOCIATION shall be reimbursed by the Owner for the costs incurred in doing so. In addition, a fine may be imposed per the Schedule of Fines included in these rules.
15. Residents shall not construct trellises or store items in their patio areas that are visible from the common area, other than standard patio umbrellas, without prior written approval from the BOARD.
16. Residents shall not park vehicles with oil leaks on concrete driveways. If concrete driveways become oil-stained as a result of a resident parking a vehicle there, the ASSOCIATION will notify the Owner of the unit that he must remove the oil stains at his expense within 30 days. If the Owner does not comply, the ASSOCIATION shall be reimbursed by the Owner for the costs the ASSOCIATION incurs in cleaning the oil stains. In addition a fine may be imposed per the Schedule of Fines included in these rules.
17. Owners, Owners' relatives, tenants, guests, agents, or contractors shall NOT walk on the tile roofs under any circumstances, unless they procure BOARD approval and use "tile boards" (2' X 4' plywood boards with foam to distribute the weight on the tiles). Exceptions are roofing repair workers who are trained to walk on tile roofs with a minimum of breakage. Failure to obtain BOARD approval before walking on the tile roofs will result in a fine per the Schedule of Fines included in these rules. The cost to repair any roof damage or leaks caused by the Owner, Owner's relatives, tenants, guests, agents, or contractors is the responsibility of the individual who caused the damage or the Owner of the unit.
18. Regarding placement of items on commonly maintained property or exteriors of residences and walls, refer to section entitled "**Guidelines for Commonly Maintained Property at the Village at Santa Barbara**" on next page.

Guidelines for Commonly-Maintained Property at The Village at Santa Barbara

Background: Since the founding of the Village at Santa Barbara, the Board of Directors has consistently taken great care and pride in the architectural and landscape appearance of the entire Village. Over the years, the Village has developed an attractive identity through thoughtful and comprehensive planning. The intent of these guidelines is to ensure the quality of a shared vision that enhances the property for all Village residents.

Guidelines: In general, the Common and Residence lot areas outside of residential buildings and patios are for landscaping consisting of plants, landscape boulders, and gravel and flagstone paths that are maintained by the Association or approved by the Association to be maintained by owners. No other items shall not be placed in the Common and Residence lot areas by individual homeowners unless they receive prior approval from the Board of Directors of the Association.

Owners shall not place items of personal expression (such as statues, banners, fountains, outdoor furniture, birdfeeders, etc.) in areas generally visible to pedestrian and vehicular traffic. Items placed in areas near an owners unit – but not generally visible to others – require prior Board approval.

Exceptions:

- a) Solar path lighting for front paths or flagstone paths
- b) Window ledges: exclusively for potted plants that have catch plates to prevent water damage to ledges
- c) Occasional potted plants in reasonable number
- d) Modest temporary seasonal decorations may be placed near or affixed to an owner's residential unit as long as they don't damage buildings or commonly-maintained areas.

Resolution of Complaints: In the event that an owner feels that personal items placed in the Common and Residence lot areas are objectionable, he or she may make a complaint to the Aesthetics Sub-committee. The complaint may be made anonymously – or non-anonymously with the request that the Sub-committee maintain confidentiality. The sub-committee will mediate all complaints, contact the owner who has placed the item, and seek a resolution that may include removal or relocation of the personal item(s). Any complaints that can't be resolved by the Sub-committee will be forwarded to the Board of Directors for final resolution.

Approved by the Board of Directors 12/7/11

NOTE: These Guidelines are for the benefit of future Boards and do not supersede any provisions of the CC&Rs or Rules & Regulations in effect now or in the future. In the event of any conflicts between these Guidelines and these governing documents, the CC&Rs and Rules & Regulations prevail.

MAINTENANCE POLICY

To delineate whether the Association or the Owner maintains various physical components of the residences and common area, the following sections are from the 2011 “RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS”

Section 7.1. Association’s Obligation. The Association shall maintain, repair, replace, remove, and/or restore, operate and manage all of the Common Areas and facilities and improvements thereon in a neat, safe, attractive, sanitary and orderly condition, including the reconstruction, repair or replacement thereof when necessary or appropriate, and all other real or personal property acquired by the Association.

Lots/Residences: The Association shall also maintain, repair and replace the exterior surfaces and the roofs of the individually owned residences as set forth in the Maintenance Responsibility Matrix (Section 7.3). Such exterior maintenance shall not include cleaning of window surfaces or replacement of windows.

Section 7.2. Owner’s Obligation. The Owner is responsible for the maintenance, repair, and replacement of all improvements that exist on the separate interest Lot, except for obligations that appear as Association responsibility in Section 7.3.

Section 7.3. Maintenance Responsibility Matrix. (See Next Page)

MAINTENANCE RESPONSIBILITY MATRIX

Association Maintenance Responsibilities	Owner Maintenance Responsibilities
<p>RESIDENTIAL BUILDINGS</p> <p>(Excluding any Owner- installed feature not part of original construction)</p> <p><u>Tile Roofs</u> - (including underlayment & flashing).</p> <p><u>Exterior Residence Painting</u> - wood trim, wood, stucco, front doors, garage doors, and metal chimney caps, including customary preparation to make suitable for painting.</p> <p><u>Shared Front Utility Doors</u> - replacement and painting only.</p> <p><u>Patio Walls</u> - located on the Residential lots- paint, repair and replace except when necessitated by damage caused by Owner, visitor, or resident activities.</p> <p><u>Residential Front Doors</u> - paint exterior surfaces only.</p> <p><u>Wood planter boxes and wood siding</u> serving residential buildings - paint, maintain, and replace.</p> <p><u>Termite Treatment</u>:- entire building treatment (e.g. tenting), other than spot treatment – this does not include ground treatment.</p> <p style="text-align: center;">(Continued on next page)</p>	<p>RESIDENTIAL BUILDINGS</p> <p>General - with the exception of exterior surfaces, the roofs, and other items listed as Association responsibility, the Owner maintains the entire Residence Structure and items appurtenant to the structure, including but not necessarily limited to:</p> <p><u>Utilities</u> - plumbing, gas, water, electric, sewer, facilities and lines that serve the Residential Lot, other than those shared with other Lots or maintained by utility companies. This includes exclusive-use hose bibs and pressure regulators affixed to the building.</p> <p><u>Telephone and cable</u> - serving the Lot.</p> <p><u>Windows</u> - window frames & glass.</p> <p><u>Doors</u> - replacement of garage doors, front doors, and hardware appurtenant thereto.</p> <p><u>Storage Doors</u> - exclusive-use storage closet doors.</p> <p><u>Atrium Drains</u> - from atrium <u>to the point where joined with other atrium drains</u>.</p> <p style="text-align: center;">(Continued on next page)</p>

Association Maintenance Responsibilities (continued)

COMMON AREA (including, but not limited to):

Asphalt Streets/Parking, Concrete Driveways
Pool, Pool Equipment, Pool Solar, Pool Fence, Pool Furniture, Pool Restrooms
Pool building (including, but not limited to roof, interior/exterior painting, termite/dry rot work, stucco & trim painting, restrooms)
Tennis Court, Tennis Fence, RV Lot, RV Lot Fence, Tot Lot & Fence.
Common area perimeter fencing (or 50/50 with neighboring development or 100% neighbor)
Termite treatment of pool restroom building
Common area landscape & irrigation system
Common area lighting & signs
Concrete Walkways

Owner Maintenance Responsibilities (continued)

Concrete - exclusive-use patio concrete and foundation slab, including slab leaks/repairs.

Chimneys/Metal Chimney Caps/Spark Arresters – repair and replacement.

Owner-Installed Features - any owner-installed feature associated with the Owner's residence that was not in the original construction, including but not limited to skylights, atrium room additions, rain gutters & downspouts, tiled stoop entries, screen doors.

Termites - spot treatment and repair as necessitated by termites and wood-destroying pests and organisms. Any repairs for termite damage must receive approval from the Board. The contractor must be licensed, bonded and insured. Notification of the Board regarding the scope of work is required prior to commencement of any services.

Porches, Steps – maintenance, repair and replacement.

Patios - maintenance, repair and replacement.

EXCLUSIVE-USE COMMON AREA

Sewer line and atrium drains located on the common area serving only one residential structure from the structure to the connection with any other lines serving other structures.

All repairs that involve any change to the exterior of the dwelling or shared systems require compliance with published Association standards or, if no clear standards are published, require approval under architectural control procedures in the Restated Declaration.

The maintenance responsibilities as defined above include repair, maintenance and replacement except where otherwise stated. The obligations as stated do not preclude or supersede pursuit of reimbursement for costs or damages, or other legal claims relating to responsibility for damages caused by others.

The maintenance responsibilities for exclusive use common areas (e.g. patio enclosures &

atriums) is most definitively described in California Civil Code §1351(i)(1) and §1364(a) below:

California Civil Code §1351(i)(1) states: *Unless the declaration otherwise provides, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, door frames, and hardware incident thereto, screens, and windows or other fixtures designed to serve a single separate interest are exclusive use common areas allocated exclusively to that separate interest.*

California Civil Code §1364(a) states: *Unless otherwise provided in the declaration of a common interest development, the association is responsible for repairing, replacing, or maintaining the common areas, other than exclusive use common areas, and the Owner of each separate interest is responsible for maintaining that separate interest and any exclusive use common area appurtenant to the separate interest.*

Lock and key maintenance of the post office cluster mail boxes is handled by the U.S. Postal Service. Contact the local post office for assistance.

Items not covered above will be governed by the Association's governing documents and reviewed by the BOARD and/or the ASSOCIATION's attorney for determination of responsibility.

CONSIDERATION OF NEIGHBORS: NOISE

1. Loud noise emanating from units (such as from radios, musical instruments, stereos, TVs, parties, animals, or power equipment such as saws and drills) is not permitted.

PARKING, VEHICLE USAGE AND RV PARKING LOT

1. The maximum speed limit on the Village street is five (5) m.p.h.
2. No boat, trailer, or vehicle greater than 20 feet in length is permitted in the marked parking spaces.
3. Any vehicle in a marked space which has not moved for a period of seven days is subject to removal at Owner's expense. Owners/tenants planning to be on vacation for longer than seven days should notify the BOARD.
4. Vehicles parked in designated fire lanes will be towed at Owner's expense.
5. Owners are responsible for any expenses incurred in replacing landscaping or other common areas damaged as a result of the driving or parking of a vehicle used by the Owner, or by the Owner's tenants, guests, agents, and contractors.

6. Non-operative vehicles or vehicles with expired registrations may be parked in the RV Parking Lot with prior Board approval only. If such vehicles are parked in marked spaces, they will be towed away at Owner's expense.
7. All vehicles parked in the RV Parking Lot must have a copy of the vehicle registration on file with the BOARD and the Owner must complete and sign the ASSOCIATION's "Recreational Vehicle Lot Agreement" and deliver such agreement to an Association representative before storing a vehicle or item in the RV Lot.
8. The RV Parking Lot is for the exclusive use of Owners/tenants. All other vehicles will be towed at the Owner's expense.
9. No major vehicle repair, auto repair for pay, or extraordinary maintenance will be allowed.
10. No Owner/tenant is to operate any business or commercial activity within the Village that significantly increases traffic or noise in the Village.
11. No bicycles, roller skates, skateboards, or motor driven vehicles are allowed on the sidewalks, tennis courts, pool area or open areas.

PETS

1. No animal or fowl may be kept within the Village which, by sound or behavior, causes annoyance or discomfort to a reasonable person of normal sensitivities.
2. Dogs must be controlled by leash at all times when outside individual units.
3. In order to prevent damage to landscaping, dogs are not permitted to be tied to trees, stakes, or exterior building structures within the common areas of the community.
4. Any litter deposited by dogs on lawns, sidewalks, or other common areas must be removed immediately by the Owner of the animal involved.
5. No animals are permitted in the pool area.

POOL AREA

1. An authorized pool key is required for admittance to the pool area. An authorized user of the pool facilities must be in possession of a key while in the pool area.
2. The use of the pool is limited to Owners, tenants, and their guests. Guests must be accompanied by a resident at all times. The BOARD has the right to limit the number of Owner/tenant guests.
3. Climbing over the gates and fences of the pool area is prohibited and considered trespassing.
4. The barbeque area may be reserved by contacting the Secretary or designee of the BOARD. The reservation will be granted in order of request.
5. The pool hours are from 8:00 a.m. to 10:00 p.m. There are to be no exceptions without BOARD approval.

POOL SAFETY

6. County ordinance requires that all gates must be latched closed at all times for the safety of small children.
7. No person under 12 years of age is allowed in the pool area without a resident adult, 18 years of age or older, in attendance at the pool side.
8. No running, pushing, or horseplay, including dunking, will be permitted in or around the pool area.
9. No glassware of any kind is allowed in the pool area. Containers of an unbreakable nature are allowed, provided they are disposed of properly.
10. Bicycles, roller skates, and skateboards are not allowed in the pool area.

POOL HEALTH ISSUES

11. All persons entering the pool are requested to shower first.
12. Infants, young children, and persons subject to involuntary natural body functions will not be permitted to use pool facilities without proper bathing apparel such as swim diapers. All persons attending the pool area must abide by this rule to avoid health hazards and ensure continuous operation of the pool.
13. Persons with skin disorders, colds, coughs, or communicable diseases shall refrain from pool use.

14. No pets are allowed in the pool area at any time.

CONSIDERATION OF OTHERS IN POOL AREA

15. No surf mats, surfboards, Styrofoam floats, or other large objects of similar nature will be permitted in the pool when other Owners/tenants are also using the pool.

16. Immoral, lewd, or indecent conduct in the pool area is not permitted.

17. No loud noise, disturbances, or other activity creating a nuisance is permitted.

POOL PROPERTY

18. Misuse of pool and patio furniture by playing with, diving from, destroying, or placing in the water will not be tolerated. This also applies to lifesaving hooks and life preservers.

19. Pool furniture and other accessories are not to be removed from the pool area.

20. Repair or replacement costs of pool equipment, furniture, or restroom facilities resulting from damage or vandalism by an Owner or by an Owner's relatives, tenants, or guests will be the responsibility of the Owner.

21. Littering is prohibited.

22. Due to infrequent emptying of pool trash cans, neither used diapers nor food waste shall be left in pool area trash cans or pool restroom trash cans. Residents and their guests are required to properly dispose of such items in their own homes.

23. No smoking is allowed in the enclosed pool area or the restrooms.

GENERAL POOL ISSUES

24. Violation of any of these rules may result in a fine and subsequent loss of pool use privileges.

25. The fee for replacement of a lost pool key is \$30 (or the actual current cost of replication plus \$10). Pool keys are not to be given to friends and/or family to come and go without accompaniment of unit resident.

TENNIS COURT

1. A tennis court key is required for admittance to the tennis court.
2. The use of the tennis courts is limited to Owners, tenants, and their guests. Guests must be accompanied by a resident at all times.
3. Climbing over the fence of the tennis court is prohibited and considered trespassing.
4. The tennis court hours are from 8:00 a.m. until dusk. There are to be no exceptions without BOARD approval.
5. Bicycles, roller skates, and skateboards are not allowed on the tennis courts.
6. Repair or replacement costs of the tennis court area (including the net and outdoor furniture) resulting from damage or vandalism by an Owner or by an Owner's relatives, tenants, or guests will be the responsibility of the Owner.
7. Littering is prohibited and no smoking is allowed within the tennis court area.
8. The fee for replacement of a lost tennis court key is \$30.
9. Violations of any of these rules may result in a fine and subsequent loss of privileges.

OWNER RENTAL-LEASING LIMITATIONS

All Owners leasing or renting their property are subject to the provisions of Section XVII of the CC&Rs of the Association adopted March 21, 2011. Among the requirements of this section are the following:

Section 17.2(e) provides that no Residence may be leased or rented for less than thirty (30) consecutive days, unless an exception is granted by the Board. (If Owners lease their property, they must comply with the rental provisions contained in the CC&Rs on pages 31-33); and

Section 17.2(g) provides that if guests (as distinguished from tenants) reside in a Residence without the Owner present for more than seven (7) days, the Owner shall provide notice of the name and telephone number of the guest(s), and the duration of their stay to the Board.

The Board is authorized to impose fines on Owners who do not comply with the provisions of Section XVII of the CC&Rs. (See Fine Schedule included in these Rules & Regulations.)

POLICY OF FINES

The Village at Santa Barbara Bylaws and CC&Rs authorize fines for violations of any of the governing documents. Additionally, California law requires distribution of the fine policy approved by the Board. Most homeowner associations establish fines to be applied when common sense rules in the governing documents are not followed. In cases of conflict, our Association prefers to resolve differences through informal resolution. Any Owner who is having difficulty should feel free to contact a Board member or the managing agent to express his/her concerns. Occasionally, the Board will also contact Owners who have not followed the Association CC&Rs (adopted March 22, 2011) and/or the Rules and Regulations and ask for compliance. The Board considers fining as an alternative to be exercised after reasonable efforts to work with Owners to encourage them to voluntarily cure violations have failed.

DISTRIBUTION OF POLICY OF FINES

The following schedule has been approved by the Board of Directors. It supersedes the previous schedule of Fining/Monetary Penalties issued April 21, 2010 and will remain in effect until further modified by the Board of Directors. At any time in the future when the schedule is modified, it will be redistributed to all Owners. It will also be provided to buyers to the extent they can be identified by the Association. The policy regarding delinquent assessments is separate and apart from this schedule.

NOTICE AND HEARINGS (Article XI, Bylaws, Sections 11.2 – 11.3)

An Owner shall be given at least 10 days prior notice of the meeting at which discipline will be considered and the nature and extent of any violation believed to be occurring. The notice may be given by first-class mail, or personal delivery. At the scheduled Board meeting, the Owner may appear in person or provide a response in writing. The Owner shall be entitled to present witnesses and evidence on his or her own behalf. The meeting shall be conducted in closed (executive) session as provided in Civil Code section 1363, unless the Owner requests an open hearing. The Board shall provide the Owner with written notice of any Board disciplinary action that is approved within 15 days of the date the decision is reached.

FINE OR PENALTY **(Article VI, Bylaws, Section 6.1(d))**

If the Board decides that a violation has in fact occurred (and/or is continuing to occur), the Board may decide to levy a fine. This fine may be imposed concurrently with other action by the Board to address a violation if it is necessary.

<u>VIOLATION</u>	<u>First</u>	<u>Continuing</u>	<u>Repeat</u>
RENTAL	\$150	\$500 per week	\$ Same
PET	\$100	\$300 per week	\$ Same
ARCHITECTURAL	\$100	\$300 per week	\$ Same
COMMON AREA LANDSCAPE	\$100	\$300 per week	\$ Same
PARKING /RV LOT	\$100	\$300 per week	\$ Same
ALL OTHER	Up to \$500	Up to \$250 per week	Up to \$500

(Note: Where an Owner, Owner's guests, tenants or invitees have damaged the common area, the Association may levy a penalty against the Owner in the sum equal to the cost to repair the damage if payment is not made, as allowed by Civil Code section 1267.3(d).)

ALTERNATIVE DISPUTE RESOLUTION

Before the ASSOCIATION or a member files a lawsuit to enforce the governing documents, (other than for the collection of assessments), the parties must attempt to resolve the dispute by use of Alternative Dispute Resolution.

Failure of any member of the ASSOCIATION or their tenants/guests to comply with the pre-filing requirements of California Civil Code Section 1354 may result in the loss of rights to sue the ASSOCIATION or another member of the ASSOCIATION regarding enforcement of the governing documents.