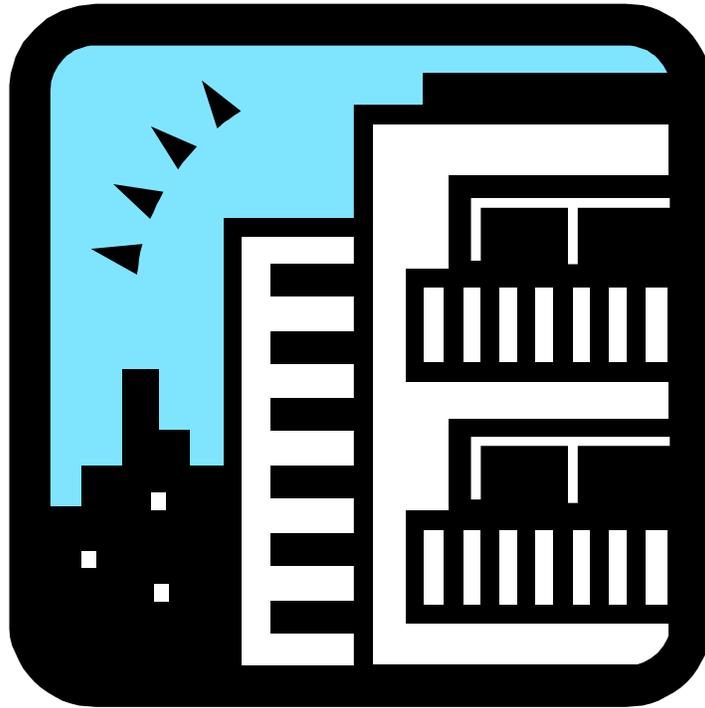


Del Mar Villas Condominium Owners Association



Rules & Regulations

Updated: January 2017

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Preface

These rules and regulations have been drafted as a supplement to the Del Mar Villas Condominium Owners Association Governing documents. They do not replace the CC&R's, By-Laws or Articles of Incorporation but simply provide clarification.

Please read this information carefully and be certain that your family, guests and tenants understand and obey the rules and regulations entirely. It is the responsibility of each owner to provide a copy of this document to any tenants. If you have any questions regarding this document, please contact the Management Company in writing at:

**Del Mar Villas Condominium OA
c/o Associated Professional Services
PO Box 602090
San Diego, Ca 92160**

General Information

The purpose of your Homeowners Association is to operate and maintain the project and assets of the Association for the mutual benefit of all homeowners. Your cooperation is essential in order to accomplish these purposes, and common sense and consideration for your neighbors are the keys to its success.

Each homeowner is a member of the Del Mar Villas Condominium Owners Association, and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. One is that the community continues to be a showcase long after all the homes are sold, because the quality of the community is preserved, maintained and enhanced.

The homeowners association is governed by a Board of Directors, which meets regularly to make decision pertaining to Common Area matters. Common Areas within the community include all space not designated as an individual unit and include such areas as common landscaping, buildings, foundations, driveways, parking areas, carports, walkways, fences, walls, lighting, roofs, balconies, patios, stairways, utility services, mechanical rooms and landscaping. The responsibility of the Board is to protect, maintain and enhance all Common Area Property.

Fire Emergency Equipment

Upon taking occupancy, YOU should set aside time to walk around and familiarize yourself with your condominium, the buildings and community features.

- **Upon move-in and periodically thereafter, you should test your smoke detector to make certain it is in proper working order.**

General Rules & Regulations

Introduction

The information contained herein is issued by the Board as authorized by the governing documents of the Homeowners Association. This is a supplement to the CC&R's and By-Laws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&R's and By-Laws shall prevail.

The Rules and Regulations are intended as a guide to the conduct and activities of all homeowners, tenants, residents and their guests. Each owner or resident living within the community and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The community property falls under the jurisdiction of the City of San Diego and all Ordinance and Codes apply. Each unit shall be used for residential use. Units may be used as a combined resident and executive or professional office, so long as such use (a) does not interfere with the quiet enjoyment by other owners, (b) does not include unreasonable visitations by clients, (c) is in compliance with the Zoning Codes of the City, and (d) is otherwise authorized by such California statutory or common law that may take precedence over City requirements and the CC&R's. No health care facilities operating as a business or charity and servicing the sick, elderly, disabled, handicapped or retarded is permitted.

Changes In Rules and Regulations

The Board may, in accordance with the By-Laws, alter, revoke or add to these Rules and Regulations for the preservation of the safety and order within the community, for its care and cleanliness, and for the protection of the community's reputation. When notice of any such alteration, amendment, revocation or addition is given to any owner or resident it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Homeowners, including absentee homeowners, are responsible for ensuring their tenants and guests abide by these Rules and Regulations.

Homeowners must provide a copy of these Rules and Regulations to their tenants.

Owner Compliance

Each owner, tenant or occupant of a condominium shall comply with the provisions of the CC&R's, the By-Laws, the Rules and Regulations, decisions and resolutions of the Association as lawfully amended from time to time. Failure to comply with any such provisions, decision or resolutions shall be grounds for an action to recover damages for sums due or for injunctive relief.

Enforcement of Rules

One of the primary functions of the Association is to ensure that the policies and procedures set forth in the Governing Documents, including these Rules and Regulations, are observed by all owners and tenants. The objective of enforcement of the Rules and Regulations is to preserve the value of the project, as well as to ensure that owners and tenants are treated fairly, and that everyone knows the enforcement procedure.

The Association will make an effort to identify violations of the Rules and will notify owners in writing if a violation is observed. Owners are encouraged to report any violations that are observed, since violations of the Rules ultimately become an expense to all owners. In the vast majority of cases, a simple reminder or courtesy notice is all that is necessary to resolve the violation.

In the unusual instance when a violation of the Rules cannot be easily resolved, the Association has adopted a strict policy of a uniform, consistent enforcement of all violations that are brought to the Association's attention. Since violation enforcement is a cost that is borne by all of the owners in the project, the Association will make every effort to recover the costs of enforcement from the owner involved.

Governing Documents Enforcement Policy (Effective March 2013)

The following procedure will apply to all violations and infractions of the Del Mar Villas Community Association's governing documents, including the Declaration of Covenants, Conditions and Restrictions ("CCR's"), Bylaws, Policies and all duly adopted Rules and Regulations.

At the time a violation is reported to, or noted by, the Board of Directors ("Board"), the Board shall generally send or cause to be sent a "First Notice of Violation" to the Owner and Resident, if applicable, describing the violation and instructing the Owner on the actions required to cure the violation. This First Notice shall be served by first-class mail, email or by personal delivery.

Generally, no financial penalty (i.e. Enforcement Assessment) shall be assessed to the Owner at this time and no suspension of membership privileges shall be imposed, although the Board has the option of issuing a monetary penalty depending on the severity or type of infraction. If compliance occurs as a result of, and in accordance with, this First Notice of Violation, the Board shall take no further action at that time.

In situations where the Board, in its sole discretion, determines that the alleged offense is sufficiently serious including threats against persons or property; destruction of property; in progress, unapproved architectural modifications; dangerous parking of vehicles; conduct requiring emergency response; or outrageous conduct, the Board may authorize the omission of the First Notice and proceed directly to the actions described below and/or other enforcement action authorized by the governing documents and California law.

If the violation described in the First Notice is not corrected within the time specified in the First Notice, or if the violation is repeated, a second notification letter will be sent to the Owner ("Second Notice"). The Second Notice will advise the Owner that a hearing before the Board will be held. The Second Notice shall describe the alleged violation(s); the date, time and location of the hearing; a statement that the Owner may attend the hearing in person to address the Board or may submit a written response; and the penalties that may be assessed at the hearing. The Board shall fix a hearing date and serve the Second Notice on the Owner at least ten (10) days prior to the date of the hearing. The Second Notice shall be served personally or by first-class mail to the last known address of the Owner shown on the Association's records. At the hearing, the Board shall give fair consideration to the Owner's oral and/or written testimony, as well as any other information and/or evidence then before it which the Board reasonably determines to be material and relevant, in determining whether to impose a fine and/or temporarily suspend the Owner's membership privileges, including his or her voting rights and recreational facility use privileges.

The Owner, Owner's counsel (if any) and any relevant witnesses will be entitled to attend the hearing, but if the hearing is held in executive session, they may be excused after the evidence is presented. The Board reserves the right to deliberate the issue of any alleged governing document violation and reach its decision out of the presence of the complainant (if any), the Owner and any representative or witnesses in executive session.

If the Board imposes disciplinary action, including monetary penalties, suspension of privileges and/or any other corrective action against the Owner, the Board shall notify that Owner, in writing, within fifteen (15) days following the Board's decision to take action. This notice shall be provided by either personal delivery or by first class mail.

If the Board decides to take disciplinary action against the Owner, such action shall become effective five (5) days after written notice of the Board's decision to impose such discipline is provided to the Owner.

If the violation is still not rectified, the Board shall call the Owner to additional hearings (using the same procedural format as the first hearing) where the Board may impose additional discipline, including additional Enforcement Assessments as provided for in the Fine Schedule. Please note that an Owner will not be called to additional hearings for certain ongoing, persistent and uninterrupted CCR's and Rules and Regulations violations. Instead, the Owner will be assessed additional Enforcement Assessments on a continuing basis, in accordance with the Association's Fine Schedule, until the violation is cured.

In addition to the above mentioned discipline, the Board may refer such matters to the Association's legal counsel. If this occurs, the Owner shall be liable for the Association's attorney's fees and all other costs related to pursuing his/her compliance with the governing documents.

Fine Schedule (Effective March 2013)

Reasonable fines for first time violations shall be levied in accordance with the following schedule:

1st violation	Warning or fine up to \$100.00
2nd violation	Same offense: up to \$200.00
3rd violation	Same offense: up to \$500.00
Additional violations	Same offense: up to \$500.00
Suspension of Privileges	In addition to or in lieu of fines, common area privileges may be suspended for defined period of time set by the Board, consistent with the seriousness of the offense.

Fines shall be in addition to an assessment levied to reimburse the Association for expenses and costs, including legal costs. Fines for continuing violations may be imposed according to the Enforcement Policy on a continual basis.

Alternative Dispute Resolution

- 1. In the event that it becomes necessary, the Association or any owner has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&R's, as well as these Rules. The losing party may be required to pay the attorney fees or the prevailing party, as well as other costs.**
- 2. Currently, according to California law, most disputes between owners and the Association involving the Governing Documents must be submitted to alternative dispute resolution (such as mediation or arbitration) before a lawsuit may be filed. The association distributes notice of the requirements for alternative dispute resolution annually to all of the owners.**
- 3. If you have any questions regarding this policy, you should contact the Association at the following address:**

**Del Mar Villas Condominium OA
c/o Associated Professional Services
PO Box 602090
San Diego, Ca 92160**

Rules & Regulations

Use of Common Area

- 1. Common Area equipment, i.e. time clocks, watering systems, etc, are to be adjusted and set by authorized personnel only, to avoid breakage.**
- 2. Nothing in the Common Area, which is the maintenance responsibility of the Association, shall be altered, constructed or removed, except upon prior written consent of the Board.**
- 3. Each owner is legally liable to the Association for any damages to the Common Expense Area or any improvements that may be sustained by reasons of the negligence of the Owner or Guests.**
- 4. Del Mar Villas Condominium Owners Association is not responsible for any items lost, stolen or damaged in the Common Area.**
- 5. Only outdoor furniture is permitted on patios and balconies unless otherwise approved by the Board (ex. No toys, bikes, mops, clothing, etc.)**

Pets

The following provision shall apply to Owners and to all Residents and Invitees of the respective Owners, provided, however, an Owner may impose more stringent requirements on such Owner's Residents and/or Invitees as such Owner may deem appropriate, notwithstanding the provisions of this Section.

- (a) Except as otherwise provided more stringently in the zoning ordinances of the City, an Owner may keep and maintain in such Owner's Condominium domesticated pets such as dogs, cats or other usual and ordinary household pets as may be allowed by the Association Rules; provided, however, any pet which may have already been a part of an Owner's or such Owner's tenant's Dwelling prior to the adoption of a Rule that would preclude such pet, shall be exempt from such Rule for the lifetime of such pet or pets. An Owner may keep and maintain any number of aquarium-type fish; provided, however, an Owner shall review and consider the structural load limits and internal drainage pertaining to such Owner's Unit and the proposed site of installation of an aquarium prior to filling such aquarium(s) with water. The foregoing notwithstanding, (1) no pet may be kept, maintained or bred for any commercial purpose; and, (2) notwithstanding any weight, number or commercial restrictions, the Board may determine in writing that the weight, number and/or a commercial purpose may be reasonable or unreasonable in any instance, the criteria of which shall be to the furtherance of these CC&RS, most specifically of which shall be the provisions contained in (i) Sections 11.4(c) and 11.4(e) below, and (ii) Section 11.12 herein entitled "*Offensive Activities and Conditions.*"**
- (b) Each owner may raise or keep no more than 2 domesticated pets per unit, with a weight of no more than 80 pounds each.**

Environmental Control

- 1. Please be considerate of those living close to you and keep noise levels as low as possible. Excessive noise making, running, horseplay, etc. are prohibited.**
- 2. No noxious or offensive activity should be carried on in any condominium or the association property.**
- 3. It is the responsibility of residents to see that their household members or guests do not unnecessarily disturb other residents. Common areas are not to be used for skating, skateboarding, bicycling or games in general or activities (as determined by the Board or unless it is an employee of the association for management purposes) that generate noise that can easily be heard within residences. Non-obtrusive commercial services, such as carpet cleaning or carpet laying, may be performed from 8:30am to 5:00pm during weekdays and from 9:00am to 5:00pm on Saturday. Loud commercial and/or construction services may be performed from 8:30am to 5:00pm during weekdays and from 9:00am to 5:00pm on Saturday.**
- 4. Radios, stereos, televisions, musical instruments, party activities, repeated false alarms from car alarms and other noise sources must be restricted at all times to a level that is not disturbing to other residents, as determined by the Board. Any activity, which constitutes disturbing the peace or creating a public nuisance, as determined by the Board, is prohibited.**
- 5. No exterior clothes lines shall be erected or maintained and there should be no outside drying or laundering of clothes anywhere in the project.**
- 6. No person(s) shall discharge into the Association's sewer system or storm drain any toxic or noxious matter as to be detrimental to or endanger the public's health, safety or welfare. The owner or resident is liable under state and federal law for clean-up or for damage to neighboring property as a result of such activity.**
- 7. No odor shall be permitted to arise from any condominium which renders the condominium or any portion thereof unsanitary, unsightly or offensive to any portion of the project or to its occupants.**
- 8. Residents shall not use balconies, patios or windows to enter or exit their condominium, except in emergency situations.**
- 9. No power equipment (other than "hand-held" power tools) or other similar apparatus may be used in the Project, except with the prior written permission of the Board, who, in deciding when to grant such approval, consideration is given to the effect of noise, air pollution, dirt or grease, fire hazard, interference with radio, television, and/or computer receptions and similar objections. The use of any power equipment authorized by the Board may only be conducted between the hours of 8:00am and 5:00pm except in case of emergency.**
- 10. No wearing apparel, garments, linens, towels, laundry or like, or equipment shall be kept or maintained on a patio or deck.**
- 11. No smoking shall be permitted within the Del Mar Villas Condominium Owners Association. (Adopted: September 2014)**

Rental and Lease Requirements

1. Each owner shall have the right to lease their living unit. No lease will allow the tenant to forfeit the use of the Exclusive Use Common Areas.
2. **Owners are not permitted to advertise their unit on AirBNB, VRBO, Craig's List, or any other short term rental site for less than thirty (30) days. No leases shall be for a period less than thirty (30) days.**
3. No lease shall relieve the owner from the obligation to pay assessments in accordance with the CC&R's.
4. Homeowners are held responsible for the actions and behavior of their tenants and guests and shall remain financially liable for damage to the Common Area and equipment, and for violations of the Rules and Regulations.
5. Homeowners must notify the Management Company of the lease of their unit by providing the tenant's name, phone number and a copy of the lease no later than 10 days after entering into the lease.

Swimming Pool & Spa

The recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. The homeowners are held responsible, both financially and personally, for any damage or misconduct attributable to their tenants and guests. Homeowners transfer all rights to use of recreational facilities when their units are occupied by tenants.

- The association does not provide any type of lifeguard or supervisory service.
 - Anyone using the recreational facilities shall do so at their own risk and responsibility.
 - The association does not assume any liability in this regard.
 - Life saving equipment is for emergency use only.
1. Pool and spa hours are from 8:00am-10:00pm.
 2. Guests must be accompanied by a resident at all times when using the facilities.
 3. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited, including running, pushing, cannonballing, splashing or boisterous behavior in the pool or spa areas. Radio volumes and voices should be kept at a minimum level.
 4. No glass of any kind will be permitted within the pool or spa confines. Plates, drinking glasses or other such items must be unbreakable. This includes lotion bottles or drinking tumblers.
 5. Any and all trash or waste is to be deposited in the receptacles provided. Please dispose of waste items properly.
 6. Usual and customary swimming attire is required.
 7. Individuals or groups must NOT occupy the pool or spa or adjoining areas to the effective exclusion of others.
 8. Because of the danger it presents to the equipment, no Styrofoam object, inflatable toys, sports equipment, hair pins or clips are to be used or worn in the pools or spa, except for water safety devices.

9. Towels, clothing, etc. must be removed from the pool/spa area when exiting.
10. Replacement keys are \$100.00 and can be obtained from the Management Company.
11. It is the responsibility of each resident to ensure that children under the age of fourteen (14) are at all times under the direct supervision of a designated responsible adult (18 years of age or older) while in the pool or spa areas. Children will adhere to the same standard of behavior as an adult. Children under fourteen (14) are not allowed in the spa without an adult present.
12. Throwing non-floating items, such as rocks, marbles, coins and the like into the pool or spa is prohibited.
13. Animals are not allowed in the pool or spa areas at any time, except Seeing Eye dogs, personal service dogs, or other such trained animals.
14. Persons with open wounds, skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease are not permitted in the pools or spa.
15. Persons using suntan lotion may not enter the pools or spa unless they remove any excess lotion.
16. Adjustment of any control regulations the pools or sp, lights or other common service is prohibited. Upon arrival of the pool or spa maintenance crews, those present are asked to temporarily vacate the pool or spa areas until cleaning is completed.
17. Absolutely no foreign substances such as bubble bath, soap, beet, etc. may be added to the pools or spa. Persons observed doing so will be assessed for the draining, cleaning, refilling and other costs incurred due to pool or spa damage.
18. All posted regulations must be obeyed. Anyone not abiding by the above rules may be asked to leave the pool or spa areas by any member of the Property Management Company.

WARNING:SPA TIME EXCEEDING 15 MINUTES COULD BE HAZARDOUS TO YOUR HEALTH.

Club House

1. The club house is for the use of Del Mar Villas residents only. Be courteous and respectful of the condition in which you leave it. You are responsible for your guests and their actions. All applicable State, County and Local Laws and Ordinances must be obeyed.
2. The contents and furnishings of the Club House are Common Area property, so please take care of all the equipment and report any damage or breakage to the Management Company.
3. Any person under the age of 18 must be accompanied by an adult.
4. No pets are allowed except Seeing Eye dogs, personal service dogs, or other such trained animals.
5. Smoking is not permitted in the club house.
6. Please keep the facilities clean.
7. Posting of signs or notices is not permitted.

8. **No general invitation parties may be given. Guests must be known to the party giver.**
9. **If music is included in the party's plan, it must not create a nuisance to any residents.**
10. **The club house may not be used for any commercial, religious or partisan political activities. Gambling or other illegal activities are not permitted.**
11. **The homeowner is held responsible for the proper conduct of his/her guests.**
12. **The unit owner is liable for any damage caused and is bound by the Rules and Regulations.**
13. **In case of continued or flagrant violations, the Board of Directors may impose monetary penalties, suspend the use of the facilities and seek legal remedies in the courts at the owner's expense.**
14. **The pool, spa and other recreational facilities cannot be reserved for private parties at the exclusion of other members or guests.**
15. **The Association has the right to refuse the use of the club house for any party or gathering.**

Club House Reservation Rules

The Recreational Facilities are for the use and enjoyment of all our residents and their guests. The following policy was instituted to permit residents to host an occasional party in the club house, while maintaining full consideration of the residents who live close by.

1. **Residents (Owners and Tenants) who wish to use the club house for parties must request permission from the Associations Board at least two (2) weeks in advance, giving the Board and Management Company adequate time to review and respond to the request. Requests are to be made in writing to the Management Company providing specific details about the party, and completing and signing the legal "Agreement for Use of Club House Facilities for Private Party" which will be provided by the Management Company. In the case of tenants, a copy of the completed "Agreement" will be sent to the unit owner as a courtesy notification of the Board's approval of the party.**
2. **Hours: Events must end by 10:00pm on Sundays through Thursdays and 11:00pm on Fridays and Saturdays. Music and conversation must be kept to a level that does not disturb the neighboring units. It is the hosting resident's responsibility to make sure that party remains under control at all times.**
3. **Regular Pool/Spa Rules apply, including no glass bottles or other glass containers are permitted in the pool & patio area, no barbeques permitted in the pool/spa area or at the clubhouse. Decorations, such as balloons and table arrangements, and use of additional tables and chairs are permitted, REMINDER: The pool/spa closes at 10:00pm.**
4. **Exclusive use of the pool/spa facilities for the party is not permitted. During the time of the party, other residents must have full access to the pool/spa facilities.**
5. **Parking for party guests: Your guests may use any of the Guest parking spaces in the complex. These spaces are limited, so if you're expecting a lot of guests, please encourage them to use any available street parking.**

- 6. You are responsible for cleaning up the club house, pool/spa area after your party and leaving it in good condition for the enjoyment of your fellow residents. This includes vacuuming and mopping the laminate floor of the clubhouse. Clean up must be completed within 24-hours of the use of the facilities. Overflowing trash cans with food and beverage encourages ants and other pests, so we ask that you bring your own trash bags, bag and tie all trash, and place the trash in the appropriate dumpster area.**
- 7. A \$250.00 security deposit and \$35.00 fee is required upon approval of the party. The deposit is fully refundable, unless it is necessary to pay for cleaning services or some type of damage occurs, necessitating repairs or replacement. Charges for additional damages will be assessed to the resident's unit. Should damage to common areas result from such use, a lien may also be imposed, should it become necessary to reimburse Association for repairs of damage to the common area.**

Tennis Courts

Hours for "lighted" courts usage: until 10:00pm Sunday through Thursday and until 11:00pm Friday and Saturday.

- 1. Use of the courts is limited to the four (4) people and sixty (60) minute periods for singles and ninety (90) minute periods for doubles.**
- 2. Players must vacate the court at the end of the allotted time when the next layers appear. There is no allowance for finishing a game.**
- 3. Proper attire must be worn at all times, including "T" shirts or similar cover up.**
- 4. A responsible adult must be present on the court when a minor(s) is playing.**
- 5. Tennis shoes only must be worn on the courts.**
- 6. No food is allowed on the courts.**
- 7. Drinks are allowed in unbreakable containers.**
- 8. Owners and Residents are not permitted to use the courts to charge a fee for lessons given to non-residents.**
- 9. Residents may employ the use of a professional as the resident's guest to take lessons.**
- 10. Less instruction must be quiet to avoid interference with players on the other courts.**
- 11. Fences are not to be used as a backstop for practice hitting.**
- 12. TURN LIGHT TIMER SWITCHES TO "OFF" WHEN FINISHED PLAYING AT NIGHT.**
- 13. No expectorating on or around the courts.**
- 14. Keep voice levels down to a minimum.**

Please observe common courtesy and good conduct to make sure that this is a pleasant experience for everyone.

Laundry Room

The laundry room may be used by Residents and their Guests. We ask your cooperation in keeping the facility clean.

If there is a problem with a machine, please contact the laundry machine service company. Their number is listed on the machines. Refunds for inoperable machines may be obtained by also contacting the laundry machine service company.

Any person found defacing or damaging any laundry machines or any area of the laundry facilities will be held liable for the cost of the repairs resulting from such damage.

No pets or other animals, except Seeing Eye dogs, personal service dogs, or other such trained animals, are permitted in the Laundry Room at any time.

Bathing of pets in the Laundry room is absolutely prohibited.

Dying clothing or other material objects is not permitted at any time.

SMOKING IS PROHIBITED IN THE LAUNDRY ROOM

Vehicle and Parking Regulations

Parking is very important in the Del Mar Villas Condominium Owners Association. Each unit is provided on assigned parking space. Unnumbered parking spaces on the property are unassigned and are to be used for Homeowner and guest parking.

- 1. The California Vehicle Code is applicable in its entirety to all vehicles, streets, driveways, and parking areas in the project. Violation of any Vehicle Code section shall be considered a violation of these Rules.**
- 2. No vehicle shall be operated in an unsafe manner or exceed the 5 mile an hour limit. Homeowners are responsible for their guest's behavior, parking included.**
- 3. Pedestrians always have the right of way. Please yield to pedestrians, children at play, etc.**
- 4. The careless or reckless operation of any vehicle in the project is strictly forbidden. Homeowners and their guests are responsible for damage resulting from the operation of any vehicle must fully reimburse the party suffering the damage, including reimbursement to the Association for any damage to the Common Area.**
- 5. Unlicensed vehicles may not be operated anywhere in the project.**
- 6. Vehicles that are unusually loud must be operated at low engine speeds.**
- 7. Frequent, routine or long-term guests and routine sleep over guests are requested to use guest or street parking. Because visitor parking is the property of Del Mar Villas Condominium Owners Association, complaints about visitor parking abuses by routine guests may be dealt with as a**

parking or nuisance violation. The Board asks for the cooperation of residents in respecting the spirit and availability of visitor parking. A guest or visitor will be considered frequent, routine or long-term if that guest or visitor stays overnight within the Association ten (10) or more days within any month.

Garbage and Refuse Disposal

- 1. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Condominium which will render such portion unsanitary, unsightly, offensive or detrimental or any other Condominium in the vicinity thereof or its occupants.**
- 2. Oversized items should not be left in the Common Area. These items are the resident's sole responsibility to remove from the premises and dispose of at their discretion.**

HOMEOWNERS WILL BE ASSESSED FOR ANY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION.

Architecture

- 1. Each owner shall keep his Condominium in good repair.**
- 2. Nothings shall be done in a Condominium or in the Common Area that would or could impair the structural integrity of any building without the review and final decision in writing from the Board.**
- 3. No spas, hot tubs, Jacuzzis, wading pools or other similar water facilities or features may be installed in or on any Exclusive Use Common Area without the prior written approval from the Board.**
- 4. No basketball standards or fixed sport apparatus shall be attached to any condominium except if approved by the Board.**

Guideline for Submittal of Architectural Improvements/Plans

The Aesthetics Committee strives to preserve the highest standard and quality of life for each owner within the Del Mar Villas Condominium Owners Association. Board approval must be given for structural changes prior to the start of any work.

To hasten the approval process, please follow these guidelines:

- 1. Please complete a description of the proposed changes.**
- 2. Include plans, to scale, that show:**
 - Location of improvement to the unit**
 - Complete dimensions of changes proposed**
 - Description of material and color scheme**
- 3. Please submit the following:**
 - Completed "Application for Architectural Improvements Form"**
 - Three (3) sets of plans**

- **A check for \$35.00 for the processing and review fee made payable to “Del Mar Villas Condominium Owners Association”**
- **Mail to:**
Del Mar Villas Condominium Owners Association
c/o Associated Professional Services
PO Box 602090
San Diego, Ca 92160

Del Mar Villas Condominium Owners Association will confirm the receipt of your plans. The plans will be reviewed and you will receive a written notice of the decision. Please note it takes time for the Aesthetics Committee process. The Association therefore encourages applicants to begin this process well before the work is scheduled.

Fences and Walls

No fences or walls may be erected or maintained upon the Property except those installed at the initial construction or approved in writing by the Aesthetics Committee.

Window Coverings

- 1. Temporary window coverings in a design and color that does not conflict with the surrounding improvements shall be permitted for a period of sixty (60) days from the date that a condominium is conveyed to the Owner from the Declarant.**
- 2. No foil or other reflective materials, bed sheets, paint, newspaper or other non-standard materials shall be used for any temporary or permanent window coverings.**
- 3. Screens must be kept on windows and patio or balcony doors at all times and must be kept in good condition.**
- 4. Non-reflective solar films are permitted; however, they are subject to Board’s approval.**
- 5. All window coverings shall be beige or white or neutral-toned in color or so lined. Colors, materials and patterns may be used for window coverings provided they are approved by the Board.**