

VISTA BELLA ASSOCIATION RULES AND REGULATIONS

1. Introduction

Vista Bella ("**Community**") is a residential community that will contain 80 attached condominiums ("**Condominiums**"). Because community living relies on the mutual cooperation of all to be successful, Vista Bella Association ("**Association**") created these rules and regulations ("**Rules and Regulations**"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules and Regulations contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

These Rules and Regulations are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Vista Bella ("**Declaration**"), Articles of Incorporation of Vista Bella Association ("**Articles**") and Bylaws of Vista Bella Association ("**Bylaws**") (collectively the "**Governing Documents**"). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules and Regulations from time to time. If you would like to contribute suggestions for these Rules and Regulations, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Rules and Regulations in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and Regulations and the Declaration, or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

These Rules and Regulations constitute the "**Association Rules**" contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules and Regulations for the good of the Community and its well-being of its residents. Please read these Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Rules and Regulations, you will encounter initially capitalized terms. Except as otherwise defined in these Rules and Regulations or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration.

2. **Association.** The Association establishes and enforces these Rules and Regulations and the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within the Community described as "Association Property" and "Association Maintenance Areas" in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community and the Association Maintenance Areas generally consist of either portions of the Residential Lots, components of the Residences or areas outside of the Community which the Association maintains. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Board of Directors and various Board appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association's books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Board of Directors is:

Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings

of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of the Community are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Community, please contact the Management Company.

3. Communication and Voluntary Cooperation. To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and Regulations and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

4. Condominiums. Each Owner of a Condominium shall receive fee title to his/her Condominium Unit, a fractional interest in the Building Common Area, exclusive easements for use and maintenance of Exclusive Use Areas assigned to said Condominium, mandatory membership in the Vista Bella Association, a non-exclusive easement for use, enjoyment, ingress and egress over the Association Property, and such other interests as are provided herein.

5. Maintenance and Inspection Obligations. Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, the Owner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residential Lots.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property, the Association Maintenance Areas and other areas as specified in the Declaration.

6. Severability. If any of the provisions of these Rules or Regulations are held to be invalid, the remainder of the provisions shall remain in full force and effect.

7. Enforcement of Governing Documents. If there is a violation of the Association's Governing Documents, including these Rules and Regulations, then a Member may submit a Violation Complaint Report to the Management Company, copy of which is attached to these Rules and Regulations and incorporated herein. No Member complaint can be acted upon by the Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

8. General Rules for Association Property and Association Maintenance Areas. The following are general guidelines you, your tenants and guests must observe within the Community:

8.1 Damage Caused by Owner. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Association Property and Association Maintenance Areas in accordance with the Declaration, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.

8.2 No Obstruction. Obstruction of the Association Property or Association Maintenance Areas including, without limitation, the Private Streets, throughout the Community is not permitted. No one may store anything in the Association Property. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property or Association Maintenance Area.

8.3 Outside Drying or Laundering. No exterior clothesline shall be erected or maintained or hung on the exterior of any Residence, except that patios or balconies may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Residential Lot. There shall be no exterior drying or laundering of clothes, towels or any other items on Association Property or Association Maintenance Areas.

8.4 Private Streets. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways shall not extend into the sidewalk or the Private Streets.

9. Conduct Affecting Insurance. Please refer to the Declaration for additional information regarding insurance requirements. If you have further questions, please contact the Management Company. The Association will maintain casualty insurance on each Condominium, but each Owner of a Condominium is responsible for insuring other property, Improvements and risks as described in the Declaration. The Association is obligated to repair or reconstruct the Condominiums in the event such repair or reconstruction is covered under the Association's insurance policy, as more fully described in the Declaration. An Owner who is responsible for an increase in the rate of insurance on the Association Property or Association Maintenance Areas shall be personally liable to the Association for the cost of the additional insurance premiums.

10. Use Restrictions

10.1 Residential Use. The Residential Lots shall be used for residential purposes only.

10.2 Alarms. Any alarm installed in a Residence shall be the type of alarm that is monitored by a certified alarm company.

10.3 Vibrations and Noise. No Owner shall attach any fixtures or equipment to the walls or ceilings of any Condominium, which will cause vibrations or noise or unreasonable annoyance or damage to the Owners of the other Condominiums, the Association Property or the Association Maintenance Areas.

10.4 Sports Apparatus. No permanent or temporary basketball standards or sports apparatus shall be constructed or maintained in the Community.

11. Animals

11.1 Governmental Regulations. Please refer to the Declaration for more information regarding animal restrictions. Owners must comply with the laws and regulations of the City of Murrieta, California ("**City**") and the County of Riverside, California ("**County**") regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.

11.2 Number and Types of Animals. The Declaration contains provisions regarding the number and types of animals that may be kept in the Community. An Owner may keep a reasonable number of pets (determined by the Board) within an Owner's Condominium.

11.3 Pets in the Association Property. Dogs are allowed in the Association Property, including the Private Streets, only if they are at all times on a leash. Pets must be under the owner's control when outside of the Residential Lot or fenced yard. Pet owners are responsible for any damage to person or property caused by their pets.

11.4 Cleaning Up After Your Pet. Fecal waste deposits made by pets on any Association Property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the owner's pet, including without limitation damage to landscaping, stained stucco, and claw marks on Association Property or the Association Maintenance Area improvements.

11.5 Disturbance from Pets. Unreasonable and/or continuously barking dogs left in a yard are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its owner's Residence in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and contact the City of Murrietta Animal Care and Control at (951) 304.2489.

11.6 Liability. Each person bringing or keeping a pet within the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or guests. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within 7 days.

11.7 Outdoor Animal Structures. Outdoor structures for the housing or confinement of any bird or other animal require design review approval in accordance with the process described in the Design Guidelines.

11.8 Human Assistance Animals. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

12. Garages, Parking and Vehicle Regulations

12.1 Declaration Parking Restrictions. The Declaration includes vehicle, garage and parking restrictions.

12.2 Private Street Parking Spaces for Guests Only. Parking in the Private Streets is not permitted except for designated parking spaces, which parking spaces are for guests only on a first-come, first-served basis (collectively, "**Guest Parking Spaces**"). No Owner or resident may park in the Guest Parking Spaces located in the Private Streets. Guest parking is limited and may not always be available. Parking within the Guest Parking Spaces located within Private Streets shall be limited to Forty-eight (48) continuous hours. The Owner or occupant hosting an offending guest vehicle may be subject to fines and other remedies and the offending vehicle may be towed. Each Owner is responsible for advising the Owner's family, tenants and guests of the parking regulations. Unless otherwise permitted by the Association, no Owner shall leave his or her vehicle parked within the Community other than within a garage or, within the driveway (if any) of such Owner if the Owner or Occupant has more automobiles than will be accommodated within the garage. In no event shall any parked vehicle block, encroach upon, extend into or obstruct the path of travel over a sidewalk or the Private Street. No vehicle shall block or impede access of firefighting equipment to or through the drives and aisles or fire hydrants in the Community.

12.3 Garages and Driveways. Parking spaces in the garages must be used as the primary parking space for automobiles. The garage area must be maintained in a manner that is accessible for parking of Authorized Vehicles and cannot be used for storage. No garage space or driveway shall be used for non-parking activities (including storage of motorcycles and bicycles) if it will result in the Owner

or Occupant using the driveway instead of the garage. Except for conversion by Declarant prior to the conveyance of a Condominium by Declarant, garages and driveways shall be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner or Occupant to park the number of vehicles in the garage or driveway for which the garage or driveway was designed. Owners and Occupants are required to park their automobiles in the garage, and in the appropriate length driveway, if any, as a secondary location. Parking on garage aprons is not permitted. Parking of compact Authorized Vehicles is permitted on the driveways for Residential Lots 22 through 24, inclusive, and motorcycle parking is permitted on the driveway of Residential Lot 25 by Owners of such Condominiums and their Invitees (collectively, "**Driveways**"), provided that the parked vehicle fits fully within the Driveway and does not encroach upon, extend into or obstruct the path of travel over the adjacent sidewalk and Private Street. The Owners of Residential Lots 22 through 25, inclusive, are at all times responsible for ensuring that their Invitees comply with the parking requirements of this Section. The Association will maintain the Driveways. Each Owner with use of a Driveway is responsible for any costs incurred by the Association to remove any oils stains or to repair any damage to the Driveway. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. See Section the Declaration for further garage use restrictions.

12.4 Owner Parking Registration.

12.4.1 Every Owner/Occupant is required to register ALL vehicles associated with a Residence that will park within the Community with the Association. A copy of the Vehicle Registration Form is attached to these Rules and Regulations. The Association may require each Owner/Occupant vehicle to display a permit indicating registration

12.4.2 To register a vehicle, the Association may require the following information: proof of ownership or lease of the vehicle; the vehicle's California license plate number; the vehicle identification number (VIN); a description of the vehicle, including its make, model and color; and such other information as the Association may reasonably request.

12.4.3 Owner/Occupant vehicle changes, such as a new vehicle or license plate change must be reported to the Association within 72 hours.

12.4.4 Upon the sale of a Residence, the Owner that is selling his or her Residence must notify the Association of the sale before a new Owner begins occupying the Residence. The new Owner will be required to register his/her vehicles with the Association prior to occupying the Residence.

12.4.5 Owners that rent their Residence are responsible for notifying the Association of their tenant's vehicle information before tenants begin occupying the Residence.

12.4.6 As further set forth in the Declaration, each Owner or Occupant is only allowed to have the number of vehicles that it can park within the garage. The Association will not permit registration for more vehicles than can fit within a Residence's garage.

12.5 Guest Parking Permits (Hang Tags). Each Owner will be given 1 guest parking permit. Any guest vehicle parked in a Guest Parking Space must display a guest hang tag. All hang tags must be placed on the vehicle's rear view mirror with the number side facing outward so that it is visible from outside of the vehicle.

12.6 Vehicle Maintenance. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, aircraft, or other vehicle or equipment shall be conducted within the Community, with the exception of minor or emergency automobile repairs. All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration.

12.7 Noise. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

12.8 Prohibited Vehicles. Recreational vehicles such as motorhomes, travel trailers, camper vans and boats are not permitted in the Community. The Declaration further restricts certain "commercial vehicles." Prohibited vehicles are not permitted in the Community, except for brief periods for loading, unloading, making deliveries or emergency repairs. Please review these provisions of the Declaration.

12.9 Car Alarms. Should a car alarm continue to go off, the Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

12.10 Speed. All drivers must maintain safe and proper speeds while driving in the Community. The speed limit throughout the community is a maximum of 15 miles per hour or as posted.

13. Nuisances. As provided in the Declaration, nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community.

14. Holiday Decorations

14.1 Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than twenty (20) days prior to the day of the holiday, and must be removed within ten (10) days after the holiday.

14.2 Location. Holiday decorations must only be displayed from inside the Residence and within such Owner's patio or balcony. No Owner may place or adhere holiday decorations on the Residence structures or landscape. Owners may not damage or puncture the Residence exterior or eaves in the process of displaying decorations.

14.3 Wreaths. Only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish.

14.4 Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners. Outdoor lights may not damage or puncture the exterior of the Residence or eaves.

14.5 Damage. Each Owner is liable to the Association for any damage to Association Property or Association Maintenance Areas (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her guests, tenants, invitees or any resident of his or her Residence.

15. Patios and Balconies.

15.1 Storage. No Owner shall use any patio or balcony located within a Condominium for storage purposes, including, without limitation, the storage of bicycles, surfboards or other sports equipment.

15.2 Tile or Flooring. The installation of any tiles or flooring material on any Condominium balcony or patio is prohibited due to alteration of drainage patterns. Carpet, artificial turf or other material that can trap water next to the surface of the balcony or patio is also prohibited. Owners shall use all due care to prevent puncture of the water-proofing material on all balconies and patios.

15.3 Alterations and Attachments. No Owner shall change or alter the surface of any balcony or patio within Condominiums without the prior written approval of the Board. No improvements shall be nailed, bolted or otherwise attached to the floor, walls or any portion of any patio or balcony located within a Condominium.

16. Rental of Residential Lots. Subject to the restrictions in the Declaration and Applicable Laws, an Owner shall be entitled to rent the Owner's Condominium for a minimum lease term of not less than 6 months as required by the City. The Owner is responsible for all actions of the lessee and subject to the following guidelines:

16.1 Management Company Notification. All Owners who rent their Residence are required to submit a completed Tenant Registration Form to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Rules and Regulations and incorporated herein.

16.2 Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. Upon request by the Association, a copy of any lease agreement shall be provided to the Association prior to the tenant's occupancy. The Declaration contain provisions regarding rental of Residences.

16.3 Compliance with Governing Documents. A copy of the Governing Documents, including these Rules and Regulations and the Design Guidelines shall be provided by the Owner to each tenant or lessee prior to the lessee's occupancy. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Residential Lot.

16.4 Association Amenities. Use privileges for amenities and Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residence.

16.5 Assessments and Voting Rights. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

17. Signs. Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration and the Design Guidelines and any current applicable governmental regulations, statutes and laws.

18. Pedestrian Gate for Greenway Trail. All Occupants and/or their guests that use the pedestrian gate which provide access points to the Greenway Trail shall completely close and latch the pedestrian gate behind them after each use.

19. Trash Disposal. No garbage, trash, rubbish, or other waste material shall be kept or permitted within the Community except in dumpsters or other waste receptacles located within trash enclosures provided for the use of all Owners. No odor shall emanate therefrom so as to be unreasonably unsanitary, unsightly, offensive or detrimental to the Owners. Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, be disposed of in the trash dumpsters or anywhere else in the Community. Any and all costs incurred by the Association for the removal of combustible or toxic materials from the trash dumpsters shall be borne by the offending Owner at such Owner's sole cost and expense. Furniture or other large items shall not be placed in the dumpsters. Owner's shall comply with any applicable City recycling program.

20. Noise Control. Residents and their guests should be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level.

Residents shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the City Police Department. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

21. Tot Lot and Picnic Area. There is a tot lot and picnic area located within the Community that are for the use and enjoyment of Owners, residents, tenants and their guests. The tot lot and picnic area are for private use and not available to the public. The following rules apply to the tot lot and picnic area in the Community.

21.1 Prohibited Activities. The following are prohibited in the tot lot and picnic area: loitering, alcoholic beverages, bounce houses, tents, barbecues, soccer nets, skateboarding, roller blading, bicycling, motorized equipment, air guns, BB guns, bows and arrows, fireworks, hitting golf balls, model rockets, motorbikes, all-terrain vehicles, power model airplanes, sling shots, knives or swords, fireworks, loud or boisterous language or music, illegal drugs or any item or activity prohibited by law. No loitering is permitted in the tot lot and picnic area.

21.2 Notification of Management Company. The Management Company must be notified in the event of an accident or incident or if the Police Department or Fire Department is called to the tot lot and picnic area for any reason.

21.3 Protection of Property. Attaching or affixing any object, sign, decoration with tape, nails or other means to any trees, posts or other improvement within the tot lot and picnic area is prohibited. The Association shall not be responsible for loss of personal property, materials or equipment owned or rented by an Owner, resident or attendees, by theft, damage or other means.

21.4 Tot Lot and Picnic Area Hours. The tot lot and picnic area shall be available for use by Owners, residents, tenants and their guests between dawn and 7:00 p.m., unless the Association approves extended evening hours.

22. Picnic Area Reservation Program

22.1 Picnic Area Reservation Procedure. The picnic area of the park may be reserved for parties, activities and events, but not the tot lot. To reserve the picnic area space in a park for a party, event or activity, residents at least 18 years of age shall submit a completed a Park Reservation and Use Agreement, which form is attached to these Rules and Regulations at least 14 days prior to the party, event or activity. **If a tenant is reserving the picnic area, the Park Reservation and Use Agreement must be signed by the Owner, who shall be responsible for any damage to picnic area facilities resulting from tenant's use of the picnic area.** You will receive a response to your reservation request within 7 business days. The picnic area may not be reserved on national holidays. Members whose picnic area use or reservation privileges have been suspended after Notice and Hearing are not eligible to reserve the picnic area within the Association. The Association reserves the right to cancel any and all reservation requests without notice and is not responsible for any economic loss or other damages.

22.2 Picnic Area Event Policies. The Owner or resident must be in attendance at all times during the party, event or activity and is responsible to enforce all of the park rules during the activity, event or party. Other Owners, residents and their guests may use the tot lot at same time as an Owner holds his or her party, event or activity in the picnic area. No party, event or activity shall exceed 4 hours including all set-up and clean-up time. All activities, events and parties for picnic area reservations are limited to a maximum of 25 attendees. Owners and residents may reserve the picnic area up to 2 months in advance. Use of alcohol in the park is strictly prohibited.

Owners and their guests shall strictly adhere to the Association Rules, and City ordinances, fire codes and regulations during use of the picnic area. No leagues, teams, or not-for-profit civic or social

organizations, and no profit or commercial lessons, classes, tournaments, practices, camps or clinics are permitted in the tot lot or picnic area.

The Association is not responsible if the Owner or resident with the reservation finds the picnic area occupied by others at the time of the activity, event or party. The Association does not patrol or guarantee use. The Association reserves the right to impose special conditions or restrictions on a picnic area reservation request and/or to limit the number of daily, weekly, or monthly picnic area reservations by any one Owner or resident or group of Owners or residents, so that the entire Association membership may make use of the limited picnic area facilities available. The Association shall not be responsible for loss of personal property, materials or equipment owned or rented by an Owner, resident, vendors or attendees, by theft, damage or other means.

22.3 Denial of Picnic Area Reservation Request. Approval of the picnic area reservation request is subject to the prior written approval of the Association. The Association reserves the right to refuse, deny or cancel a picnic area reservation request for any reason.

23. Community Guidelines Basics. Always be considerate of your neighbors. The intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.

Remember that if you want to make any modifications or changes to your Residential Lot, you must contact the Management Company for Design Guidelines and the application forms that must be submitted to the Board (or the Design Review Committee if one has been formed) and written approval obtained before undertaking any modifications.

24. Procedures for Enforcement of the Governing Documents. The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules and Regulations or Design Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

24.1 Reporting of Violations

24.1.1 Reporting Violations. Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Management Company.

24.1.2 Written Complaints. All complaints must be submitted on the Violation Complaint Report form attached to these Rules and Regulations to the Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.

24.1.3 Confidentiality. Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

24.2 Violation Notification

24.2.1 Courtesy Notice. Upon observation of a violation or receipt of a written complaint, the Management Company may send a violation letter. The Management Company will send a written "friendly reminder" ("**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Association and, if the Residence is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Owner or his tenant.

24.2.2 Violation Notice and Notice of Hearing. Upon observation of a violation or receipt of a written complaint, the Board may direct the Management Company to send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed, and to the tenant at the tenant's address within the Community, at least ten (10) days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

- (a) an explanation in clear and concise terms of the nature of the alleged violation;
- (b) a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and
- (c) the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing.

24.3 Hearing Procedures

24.3.1 Violation Hearing. If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing ("**Hearing**"). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

24.3.2 Owner's Participation at the Hearing. At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner's written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

24.3.3 Board's Findings. The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Rules and Regulations.

24.3.4 Sanctions. If the Owner has corrected the violation within the timeframes given, the Board will not impose any additional monetary fines or penalties. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

24.3.5 Notice of Disciplinary Action. If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within fifteen (15) days following the action.

24.4 Suspension of Privileges and Monetary Penalties. If the Board finds an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (a) Monetary fines;
- (b) Suspension of an Owner's (and/or his or her guests, residents or tenants) membership rights and privileges;
- (c) Suspension of an Owner's right to vote on all Association business;
- (d) Removal of any non-conforming structure or improvement; and
- (e) Compliance Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

24.5 Fine Schedule. The Board may impose only one (1) fine within any thirty (30) day period and shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule:

Violation	Range of Fine Amount
First violation of any kind	\$100 to \$200
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$500

24.5.1 All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Residential Lot. Any and all fines shall be billed to the Owner's account for the Association.

24.5.2 The Association reserves the right to use any legal remedy available to enforce the Governing Documents against an Owner, including, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief and/or declaratory relief.

VISTA BELLA ASSOCIATION

ELECTION RULES

1. Equal Access.

1.1 If, in the course of an election campaign for a position on the Board, any candidate or member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Association for the same purpose ("**Equal Access**").

1.2 Equal Access, as described above in Section 1.1, shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

1.3 The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions, bylaws of the Association or Rules promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Association, and not the Association, is responsible for the content of such point of view.

1.4 The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

1.5 The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

2. Qualifications and Procedures for Nomination of Candidates.

2.1 A Member of the Association is ineligible to be nominated or to nominate himself or herself for a position on the Board if, as of the date of nomination, the Member acquired and closed on his or her Residential Lot prior to the date of the meeting notice and first ballots that are mailed or solicited from Members of the Association for voting purposes. Any nominated Member must be at least eighteen (18) years old. Joint Owners of a Residential Lot may not serve on the Board concurrently. If so required by the bylaws of the Association, directors shall be Members of the Association or representatives of Declarant.

2.2 All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board.

2.3 Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 2.1 above, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

(a) Nominations for candidates to the Board may be submitted in writing to the current Board, the secretary of the Association or the management company of the Association not less than thirty (30) days prior to the date designated for mailing or distribution of ballots for the election of

new Board members. Members of the Association shall not be prohibited from nominating themselves for any Board position and any attempt to prevent a Member of the Association's self-nomination shall be invalidated.

(b) After collecting all properly submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 2.1; (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 3 below.

3. Secret Ballot.

3.1 Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall send to each eligible Member of the Association a ballot and two (2) pre-addressed envelopes not less than thirty (30) days prior to the voting deadline for the election.

3.2 Ballots may not identify the voter's name, address, or lot, parcel or Residential Lot number.

3.3 The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

3.4 The outer envelope is pre-addressed to the inspector or inspectors of election, as defined below, who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the inspector or inspectors of the election. The Member of the Association may request a receipt for delivery.

4. Selection of Inspectors.

4.1 The current Board of the Association shall select either one (1) or three (3) independent third parties to serve as the inspector or inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector unless such person is expressly allowed to serve as an Inspector as provided herein. The Association's current management company, attorney(s) and any other person or entity under contract with the Association for compensation is hereby authorized to serve as an Inspector. No Member currently running for an elected position on a Board may serve as an Inspector.

4.2 The Inspector shall have the responsibilities described in California Civil Code Section 5110 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

4.3 If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

4.4 The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

5. Voting.

5.1 Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least thirty (30) days before the date set for tabulation of votes.

5.2 Members may cast their ballots by any one (1) of the following methods:

(a) Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is three (3) business days before the date set for tabulation of votes; or

(b) Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than two (2) business days before the date set for tabulation of votes; or

(c) Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

5.3 Once a ballot is received by the Inspector(s), it is irrevocable.

5.4 No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

6. Eligibility and Vesting of Voting Rights.

6.1 A Member of the Association is eligible to vote if: (a) the Member's voting rights have not been suspended pursuant to the Declaration of Covenants, Conditions and Restrictions or the bylaws of the Association or the Association Rules; (b) the Member closed escrow on his or her Residential Lot on or before the "**Record Date**" for voting, being the date of the meeting notice and first ballot which are mailed to or solicited from Members of the Association for voting purposes; and (c) the Member is at least eighteen (18) years old.

6.2 Except where cumulative voting is authorized, Class A Members may cast only one (1) vote per Residential Lot. If more than one (1) party is record Owner of a Residential Lot, the vote for that lot shall be decided by said parties between themselves, as so provided in the Declaration.

6.3 Except where cumulative voting is authorized, Class A Members may cast only one (1) vote per Residential Lot. If more than one (1) party is record owner of a Residential Lot, the vote for that Residential Lot shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Declaration of Covenants, Conditions and Restrictions.

6.4 Such voting rights attributed to any given Residential Lot in the Community shall vest as provided in the Declaration of Covenants, Conditions and Restrictions.

7. Proxies.

7.1 Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the bylaws of the Association.

7.2 Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall

be presumed valid if executed in accordance with California Corporations Code Section 7613 and the bylaws of the Association.

8. Voting Procedures and Custody.

8.1 All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board of the Association and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

8.2 The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board of the Association and shall be recorded in the minutes of the next meeting of the Board of the Association, and shall be made available for review of Members of the Association. The Board of the Association shall publicize the results of the election in a communication directed to all Members of the Association, within fifteen (15) days of the date the final tabulation of votes has occurred.

8.3 The sealed ballots shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Corporations Code Section 7527 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

8.4 After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than one (1) year from the date of final tabulation of votes.

VISTA BELLA ASSOCIATION

COLLECTION POLICY

1. Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing thirty (30) days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("**Pre-Lien Notification**") to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising the owner of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("**IDR**"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent owner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's Residential Lot to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
8. If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any

delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney employed by the Association, shall be charged to the delinquent owner's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("**ADR**").

10. After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the owners account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either: (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more that twelve (12) months. However, upon review of the owner's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

11. "IMPORTANT NOTICE: IF YOUR RESIDENTIAL LOT IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"

12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

14. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is c/o Powerstone Property Management, 9060 Irvine Center Drive, Irvine, CA 92618, unless the account has been turned over to the association's trustee or attorney, then the owner would need to call said party for the full amount owed and their correct mailing address.

15. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted resolution of the Board of Directors. This policy is subject to change upon thirty (30) day written notice.

Payment Plan Fee	\$25.00 (per month)
Return Payment Fee	\$25.00

ATTACHMENTS

Violation Complaint Report Form

Tenant Registration Form

Vehicle Registration Form

VISTA BELLA ASSOCIATION

VIOLATION COMPLAINT REPORT

Return form to: Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

Name: _____

Address: _____

Daytime Phone Number: _____

Email Address: _____

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

Provide the names and phone numbers of any witnesses:

1. _____
2. _____
3. _____

Were any photographs taken? Yes No By whom? _____ Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature _____

Date Signed _____

Printed Name _____

VISTA BELLA ASSOCIATION

TENANT REGISTRATION FORM

Return form to: Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

Owner(s) Name: _____

Mailing Address: _____

Contact Information (phone, email): _____

Address in the Community: _____

Resident Key Fob #'s Assigned (if applicable): _____

Tenants:

(1) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

(2) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

(3) Name: _____

(LAST)

(FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE, INCLUDING CHILDREN

1. _____
2. _____
3. _____
4. _____

VISTA BELLA ASSOCIATION VEHICLE REGISTRATION FORM

Return form to: Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

The following information is required:

1. Proof of residency (i.e. utility bill)
2. Proof of identity (i.e. government issued ID)
3. Copy of vehicle registration

All of the following information below is required:

Last Name(s): _____
First Name(s): _____
Home/Cell Phone #: _____
Address: _____

Vehicle One

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Two

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Three

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Decal Numbers Issued:

This section for use by Management Personnel Only

#1. _____
#2. _____
#3. _____

VISTA BELLA ASSOCIATION

DESIGN GUIDELINES

1. **Introduction.** Vista Bella is a residential community (“**Community**”) with 80 condos. Because community living relies on the mutual cooperation of all to be successful, Vista Bella Association (“**Association**”) created these design guidelines (“**Design Guidelines**”). The goal of these Design Guidelines is to maintain the aesthetic beauty of the Community. The exteriors of the Condominiums are maintained by the Association and the Owners will not be able to make any changes to the exterior of a Condominium, except for maintaining, repairing and replacing the limited improvements such Owners are responsible for under the Declaration.

Prior to making any Improvements to your Residential Lot or Residence, you must submit a complete application for design approval to the Design Review Committee. After receiving written approval from the Board (or Design Review Committee, if formed) and complying with applicable requirements of the City of Murrieta (“**City**”) and other governmental agencies, you may install your Improvements or undertake your approved action. Please review these Design Guidelines prior to completing your application form to ensure your submittal is complete.

These Design Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Vista Bella (“**Declaration**”) and the Bylaws of Vista Bella Association (“**Bylaws**”). The Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Design Guidelines from time to time. If you would like to contribute suggestions for these Design Guidelines, please submit them to the Management Company for consideration by the Association. In the event of any conflict between these Design Guidelines and the Declaration or the Bylaws, the provisions of the Declaration or the Bylaws (whichever applies) shall prevail.

It is recommended that you refer to the Declaration in conjunction with these Design Guidelines to insure a complete understanding of the submittal and review process to the Association. If you have questions regarding the review process, please contact your Management Company.

As you read through these Design Guidelines, you will encounter initially capitalized terms. Except as otherwise defined in these Design Guidelines and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Declaration.

If any of the provisions of these Design Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

2. **Purpose; Application.** These Design Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community. As set forth in the Declaration, the Board has the power to review and approve all Improvements upon or around any Condominium. The Design Guidelines do not apply to any Improvements installed by Declarant, and neither the Board nor the Design Review Committee shall have any rights of review or approval with respect thereto

3. **Design Review Committee.** The Board also has the power to delegate its review and approval rights under the Declaration to a Design Review Committee. If formed, the Design Review Committee will consist of 3 members. Additionally, one (1) alternate member may be designated by the Board to act as a substitute on the Design Review Committee in the event of absence or disability of any member. As provided in Section 6 of the Declaration, the Board and/or the Design Review Committee shall have the right, but not the obligation, to assign a professional within the architecture and/or engineering field to work in conjunction with the Design Review Committee and/or Board in the approval of Plans and Specifications. **If no Design Review Committee is formed by the Board of Directors, then the Board will conduct all design review. There will be references throughout this document to the Design Review Committee. If no Design Review Committee is appointed, then such references will refer to the Board.**

4. **Design Review Approval**

4.1 Submittal of Application: Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Condominium, you must first submit an application to the Board for approval of such work. Unless specifically exempted under these Design Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. A copy of the Design Review Request Form is attached to these Design Guidelines and incorporated herein. The following is intended to describe some of the Improvements which require approval by the Board. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Design Guidelines specifically exempts that particular Improvement from design review.

Board approval is required for the following proposed Improvements to Residences.

4.2 Interior Improvements: All Interior Improvements to your Residence (including modifications and alterations), require the approval of the Board. For the purpose of these Design Guidelines, the term "Interior Improvements" shall include, but not be limited to:

- (a) Hard surface flooring (tile, marble, granite, wood, etc.)
- (b) Plumbing, HVAC, electric
- (c) Security system
- (d) Permanent fixtures
- (e) Ceilings and columns
- (f) Any other Improvement which may impair or alter the structural integrity of the building or the Residence
- (g) Any change or modification impacting the transference of sound.

4.3 Improvements in Patios and Balconies: All improvements within any patios or balconies require the approval by the Board.

4.4 Failure to Obtain Approval: Failure to obtain approval by the Board may constitute a violation of the Declaration, and may require modification or removal of unauthorized work of improvements at your expense. In addition, a building or other permit may be required by the City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Board, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Board approval.

4.5 Design Review Process and Procedures

4.5.1 Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing on the Design Review Request Form attached to these Design Guidelines ("**Design Review Request Form**"), together with the items described below ("**Submittal Package**"). A copy of the Design Review Request Form can also be obtained from the Management Company.

4.5.2 Delivery of Submittal Package: The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Management Company acknowledges receipt of the Submittal Package in writing.

4.5.3 Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements must include three (3) sets of each of the following:

- (a) Design Review Request Form
- (b) Plans and specifications showing the location, nature, kind, shape, type, height and materials, including the color, material and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- (c) Floor plans, if an Owner is requesting permission to remove or relocate a wall
- (d) Description of materials and colors and material samples
- (e) A proposed construction schedule (including proposed start and completion dates)
- (f) Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- (g) Permits and licenses, if applicable
- (h) Submittal package review fee.

NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

The Submittal Package with the appropriate fees and deposits should be sent to the address set forth above.

4.5.4 Submittal Package Review Fees

(a) **Submittal Fees.** The submittal fee for a full review by the Design Review Committee is \$35.00. If the Design Review Committee requires a consultant for a full review, the submittal fee is \$125.00. The submittal fee should be made payable to the Vista Bella Association and will be required for full reviews.

(b) **Outside Consultant Fee:** The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an outside consultant or any costs associated with the review of the Plans and Specifications by an architect on the Design Review Committee, if any.

(c) **Additional Fees:** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Management Company and you will be required to submit the additional fee(s) within ten (10) days of the request.

(d) **Deposit:** In addition to the submittal package review fee, upon approval of the Plans, the applicant may be required to deliver a deposit to cover any damage to Association Property or Association Maintenance Areas and to assure that the Owner follows the procedures set forth in the Governing Documents. Each applicant is solely liable for all damage caused by an applicant or any contractors, subcontractors, including, but not limited to, all fines and surcharges levied against the applicant by the Board. The applicant's liability shall not be limited by the amount of the deposit. If such costs of repairs, fines or surcharges are not promptly paid by the applicant, then all work must cease until the deposit has been replenished to an amount determined by the Board.

4.6 Review of Application:

4.6.1 By Management Company. The Management Company shall, on behalf of the Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Design Review Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, review fees will be required. The Submittal Package will not be submitted to the Design Review Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Design Review Committee. The Submittal Package shall be deemed complete ten (10) days after delivery to the Management Company unless the Owner is informed otherwise by the Management Company before expiration of the 10 day period.

4.6.2 By Design Review Committee. The Design Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the Design Review Committee within 45 days from the date of receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Design Review Committee's action. If an Owner does not receive notice of the action by the Design Review Committee within such 45 day period, then the Owner shall have the right to deliver a reminder notice to the Design Review Committee and Management Company. If the Owner does not receive a response within 15 days after delivery of the Owner's reminder notice to the Design Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Design Guidelines and the Declaration, do not impair the structural integrity or mechanical systems in the block of Condominiums, and are in harmony with similar structures erected within the Community.

4.6.3 Resubmittal. If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Design Review Committee will attempt to review the re-submitted application within the initial 30 day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional 30 days may be required to complete the Design Review Committee's review.

4.6.4 Design Review Committee Decisions. The decision of the Design Review Committee on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with any Applicable Laws including, without limitation, Civil Code Section 4765. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board if the Design Review Committee and not the Board disapproved the application.

4.7 Review by the City. Upon obtaining written approval of a Submittal Package from the Design Review Committee, the Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by government agencies. In the event that the City requires modifications to the plans and specifications previously approved by the Design Review Committee, the Owner shall submit to the Design Review Committee all modifications to the plans and specifications. The Design Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City. The Design Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the City.

4.8 Improvement Plans: Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Board to make an informed decision on your request.

4.9 Diligence in Construction: Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

5. General Conditions. Approval by the Board does not constitute waiver of any requirements required by any governmental agencies. Design review approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Rules and Regulations, each Owner shall also comply with the following restrictions and guidelines.

5.1 Building Permits: Building permits may be required for certain Improvements or changes. The applicant shall obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City.

5.2 Damage to Association Property or Association Maintenance Areas: An Owner shall be responsible for any damage to Association Property or Association Maintenance Areas. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification to the Owner.

5.3 Effect of Approval: Approval of plans is not authorization to proceed with Improvements on any property other than the Residence owned by the applicant.

5.4 Building Code Requirements: It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.

6. Requirements for Contractors, Subcontractors and any Other Work

6.1 Insurance and Contractors License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any Residence, shall provide proof of comprehensive general liability insurance in amounts deemed adequate by the Board, proof of valid workers compensation insurance as required by statute, a California State Contractors License (if applicable) and a Business License (if applicable) to the Design Review Committee. **The Association shall be named as an additional insured on the certificates of insurance for the period of time the work is in progress, which must be submitted to the Association together with the deposit before work may commence.**

6.2 Owner Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Design Guidelines, the Rules and Regulations and the Declaration.

6.3 Damage: Any damage caused by contractors or sub-contractors to any Association Property, Association Maintenance Areas or Residences is the Owner's responsibility. Any damage must be reported immediately to the Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association or other Owners.

6.4 Trash and Debris: All trash and debris must be carried off-site on a daily basis.

6.5 Electrical and Plumbing: All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.

6.6 Working Hours: Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 6:00 p.m., and Saturday from 9:00 a.m. to 5:00 p.m. No work is allowed on Sunday or on Federal and State holidays. Workers may access the Community thirty (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours." Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

6.7 Parking of Vehicles: Contractors must park vehicles in accordance with the Rules and Regulations and any other requirements established by the Association.

6.8 Conduct by Workers: Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. Now workers may use the power from the Association Property.

6.9 Stopping Work: The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities on Association Property or Association Maintenance Areas.

6.10 Fire Safety Devices: No one shall remove any permanent smoke detectors or carbon monoxide detector or anywhere in or about a Residence or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors will be performed, it is permissible to cover smoke detectors with plastic (and no other material), but the plastic must be removed at the end of the each day.

6.11 Equipment: Contractors must use their own equipment. The use of electricity facilities within Association Property is prohibited. The Association is not responsible for the disappearance of any tools, equipment or materials left on Association Property. Any damage to the Private Streets, curbs, landscaped areas, other Association Property improvement or Association Maintenance Area shall be repaired at the applicant's expense.

7. Failure to Comply with Required Procedures. If any design change is made without the approval of the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Design Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice. If an Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, the Design Review Committee shall inform the Board. The Board shall then provide the Owner with Notice and Hearing to consider the Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with the fine schedule set forth in the Rules and Regulations and/or may determine the estimated costs of correcting the violation. The Board may require the Owner to remedy or correct the violation within a period of not more than 45 days from the date of the Board's determination. If the Owner does not comply with the Board's decision within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The costs of such action shall be assessed against the Owner as a Compliance Assessment. The decision of the Board shall be final.

8. Approved With Conditions. A copy of the executed request form and an approval report or a copy of the plans signed by the Board will be returned to the applicant. The plans will contain Board

changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Owner.

9. Reconsideration of Disapproval by the Design Review Committee. If a Design Review Committee is appointed and it disapproves any application or approves any design review request, the Owner making such design review request may submit a written request for reconsideration to the Board. The Board must receive the written request for reconsideration not more than 30 days following the disapproval decision of the Design Review Committee. Within 30 days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final. Reconsideration by the Board is not required if the Board is acting as the Design Review Committee.

10. Inspection and Correction Of Work

10.1 Right of Inspection During Course of Construction: The Board or its duly authorized representative may enter into any Residence during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental regulations. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance in writing. If the Board determines that such construction and/or installation is not being performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines or applicable governmental rules and regulations, work may be stopped by the Board, the City, AQMD or CalOSHA until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City shall be provided to the Management Company and/or the Board, its agents and consultants before work can re-commence.

The Board may not enter into a Residence without obtaining the prior permission of the Owner or occupant of such Residence; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Board during the daylight hours within 48 hours of the request for entry.

10.2 Notice of Completion: Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion thereof to the Board using the Notice of Completion form attached to these Design Guidelines.

10.3 Inspection: Within 30 days of its receipt of the Notice of Completion, the Board, or its duly authorized representative, shall have the right to enter into Residence, as provided in the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within thirty (30) days after the inspection, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

10.4 Non-Compliance: If, upon the expiration of 30 days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Board after affording such Owner notice and hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than 30 days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith upon demand and release the

Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall, after notice and hearing, levy a Compliance Assessment against such Owner for reimbursement.

10.5 Review Oversight: Any design review approval involving an oversight of the Declaration or design review policy does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

10.6 Estoppel Certificate: If an Owner requests an estoppel certificate from the Board pursuant to the Declaration, the Owner shall pay the applicable processing fee charged by the Management Company.

10.7 Design Review Standards. The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Rules and Regulations and the other Governing Documents.

10.8 Antenna and Satellite Dish. These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in the Declaration; however, the Board has the right to ensure that any Covered Antenna installed by Owners are installed in accordance with the following guidelines. If an Owner or an Occupant installs a satellite dish, the Owner is responsible to submit a completed and signed Notice of Satellite Dish Installation Form prior to installation of the satellite dish using the form attached to these Design Guidelines.

10.8.1 Definitions:

(a) **“Antenna”** - any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) **“Covered Antenna”** - an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.

10.8.2 Antenna Size and Type: Owners may install the following Covered Antennas in accordance with these Design Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable quality signals from Covered Antennas. If an Owner desires to install an antenna that is not a Covered Antenna, such installations shall require the approval of the Board in accordance with the procedures set forth in the Declaration.

(a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

(c) Antennas designed to receive television broadcast signals, regardless of size.

10.8.3 Location:

(a) Covered Antennas shall be installed solely on patios and balconies and shall not encroach upon, or overhang into, any Association Property or any other Owner's Residential Lot.

(b) Unless otherwise prohibited by law, Covered Antennas for Residences shall be installed solely on patios or balconies on a stand or tripod only and such stand or tripod may not puncture or penetrate the floor surface of the patios or balconies, or the walls of the building surrounding the patio or balcony.

(c) No Covered Antenna shall be attached to or pierce any Residence Maintenance Areas as defined in the Declaration.

(d) Covered Antennas shall be located in a place shielded from view from other Residences, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.

(e) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

10.8.4 Installation and Removal:

(a) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

(b) All installations shall be completed so that they do not materially damage any Association Property or Association Maintenance Area, or void any warranties of the Association or other Owners, or in any way impair the integrity of any building in the Community. Owners are liable for any personal injury or damage occurring to Association Property or Association Maintenance Area arising from installation, maintenance, or use of a Covered Antenna. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Owners shall be responsible for all costs relating to restoration of these areas.

(c) Unless otherwise prohibited by law, Covered Antennas installed within a Condominium patio or balcony must be installed on a stand or tripod only and such stand or tripod may not puncture or penetrate the floor surface of the patio or balcony or the walls of the building surrounding the balcony or patio.

(d) Any antenna installer shall comply with the requirements for contractors and subcontractors set forth in these Design Guidelines. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to other Owners and personnel.

(e) When installing a Covered Antenna on a Condominium patio or balcony, the following devices shall be used whenever possible:

(1) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane or Residence Maintenance Area; and

(2) Devices such as ribbon cable that permit the transmission of telecommunications signals into a Residence through a window or door without penetrating the wall; and

(3) Existing wiring for transmitting telecommunications signals and cable services signals.

10.8.5 Covered Antenna Camouflaging

(a) Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

(b) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

10.8.6 Safety:

Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

(a) Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(b) Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within 5 feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

(c) Covered Antennas shall not obstruct access to or exit from any doorway or window of a Residence, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Owners and management personnel.

(d) To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

(e) To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

10.9 Drainage

There shall be no interference with the established drainage patterns over any Residential Lot or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board.

Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over a Residential Lot could cause major problems and result in imminent danger to person(s) or property of other residences.

If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Association, will be responsible for any resulting consequences in any way related to drainage. You are responsible for damage caused by Owner's failure to properly provide for adequate drainage.

10.10 Flags and Flag Poles.

10.10.1 Submittal Requirements:

Flags of the United States need not be submitted for Board approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Community.

10.10.2 Guidelines:

(a) Owners may display a flag of the United States made of fabric, cloth or paper displayed within a Residence or on a tripod within a balcony or patio, provided the staff or pole does not pierce a Residence Maintenance Area.

(b) Owners may not display a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, or any other similar building or landscaping component.

(c) All other flags must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Design Guidelines.

10.11 Water Supply Systems

Water systems must be submitted for Board approval. Water systems must be professionally installed. An Owner is strictly liable for any damage, including water intrusion and any mold or mildew resulting from the installation of any water system.

No individual water supply or water softener system shall be permitted in any Residence unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of any applicable water district, the City, applicable governmental authorities and the Owner Maintenance Manual.

10.12 Window Coverings and Treatments

10.12.1 Installation. Each Owner shall, within 90 days after the Close of Escrow for his or her Residential Lot, install window coverings on all windows. Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

10.12.2 Condition of Window Coverings. Each Owner is responsible for the care and maintenance of the window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.

10.13 Patios and Balconies

10.13.1 Outdoor furniture: Outdoor furnishings must be in good condition. Furniture in a state of disrepair (i.e., torn cushions, rusting frames, faded or torn umbrellas) is prohibited.

10.13.2 Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of a Condominium patio or deck is prohibited. Potted plants shall not be placed in a position on any balcony or patio that will block any drains or obstruct drainage patterns. Potted plants on Condominium patios or balconies must have a sufficiently large drip pan to prevent water spillage onto the patio or balcony surface and shall not be placed on the ledge of any balcony or hung over a balcony. Such drip pan or tray or any other device designed to hold water, must be raised above the surface of the

patio or balcony surface to allow sufficient air flow beneath such tray or drip pan. Decorative pots must be used for potted plants. No original plastic nursery pots may be used. Plastic nursery pots may be placed inside larger decorative pots in a manner that conceals the nursery pot.

10.14 Flooring

10.14.1 Submittal Requirements:

Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Board has been obtained. As a condition to approving the installation or replacement of flooring, the Owner shall submit to the Board a construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.

10.15 Sound Attenuation

10.15.1 Noise: In any multi-family dwelling, sound may be audible between Residences, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Residence is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Residence, and shall adhere to any of the Rules and Regulations which are designed to minimize noise transmission. Residents shall not cause or permit noises to be made in their Residence or in the Association Property, which interfere with the peace and quiet of other residents.

10.15.2 Noise Mitigation. Owners may not take any actions that may interfere with the structural noise mitigation improvements installed in the Residences, including, but not limited to:

- (a) Puncturing, piercing or otherwise altering any party walls (walls shared with another residence).
- (b) Installing any sound system, stereo speakers or other entertainment system on any party wall.
- (c) To minimize the noise transmission from a Residence, each Owner shall adhere to the following:
 - (d) On all party walls (walls shared with another residence), acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing.
 - (e) Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform.
 - (f) Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.

10.16 Signs

10.16.1 Submittal Requirements: Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) feet in size must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Design Guidelines.

10.16.2 Guidelines:

(a) The color and style of signs must be harmonious with the exterior surface of the Residence.

(b) Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.

(c) Signs shall not be attached to the walls of any Residence, patio or balcony.

(d) One (1) sign advertising the Residential Lot for sale or lease must not be larger than eighteen inches (18") by thirty inches (30") in size.

(e) No permitted sign shall be allowed to fall into disrepair or become unsightly as determined by the Design Review Committee or Board.

(f) Signs with words (a) commonly considered curse words or offensive or inappropriate words, (b) referring to sexual acts or conduct, (c) describing bodily functions or describing those portions of the body involved in the elimination of waste, and/or (d) displaying hate or prejudice toward persons based on race, religion, creed, national origin, sex, gender, age, sexual orientation or the like, are prohibited and will be removed at the Owner's expense.

(g) "Open House" signs located outside of a Residence that is for sale are permitted provided that they (a) are no larger than ten (10) inches by thirty (30) inches, (b) hang no more than three (3) feet in height above the ground level, (c) include the words, "Open House" (d) do not obstruct the view of a Community sign, (e) do not remain in place overnight and (f) only one (1) Open House directional sign per street corner is used.

10.17 Solar Energy Systems. Each block of Residences has a common roof that the Association maintains. Each Owner may use the portion of the roof located within the Owner's Residential Lot for a Solar Energy System that provides exclusive service to such Owner's Residence. Any Owner who desires to install a Solar Energy System on his or her roof must complete the Solar Energy System Installation Request Form and submit it to the Board. Upon review of a Solar Energy System Installation Form, if the Board approves the request, the Board will provide the applicant with an Action By Association for Installation of Solar Energy System. As condition of approval of a Solar Energy System, the applicant will be required to sign a recordable Agreement Affecting Real Property (Solar Energy System) which will provide the terms and conditions upon which the applicant can install the Solar Energy System. Since the application is to install a Solar Energy System on the roof of the Residence, the restrictions set forth in the Agreement Affecting Real Property (Solar Energy System) are intended to protect the value and functionality of the roof and the interests of the other Owners in the affected block of Residences.

ATTACHMENTS

Design Review Request Form

Notice of Completion

Notice of Satellite Dish Installation Form

Solar Energy System Installation Request Form

Action by Association for Installation of Solar Energy System

Agreement Regarding Real Property (Solar Energy System)

VISTA BELLA ASSOCIATION

DESIGN REVIEW REQUEST FORM

Return form to: Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Email Address: _____

SUBMITTAL CHECK LIST: (Please include 3 sets of the following)

- ☐ Design Review Request Form
- ☐ Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- ☐ Floor plans, if an Owner is requesting permission to remove or relocate a wall
- ☐ Description of materials and colors and material samples
- ☐ A proposed construction schedule (including proposed start and completion dates)
- ☐ Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- ☐ Completed Neighbor Notification Form (see attached page)
- ☐ Permits and licenses, if applicable
- ☐ Submittal fee of \$35.00. If Design Review Committee requires consultant, submittal fee is \$125.00.

Start ____/____/____/ Finish ____/____/____/ Floorplan: _____

PROPOSED DESIGN IMPROVEMENT(S)

I/we understand that the proposed improvements may require a permit from the City Building Department or other government agencies and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage

patterns. I/we are aware that any changes in the existing drainage pattern may result in substantial damage to adjacent properties, for which I/we will be held responsible.

I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Design Review Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Association Property. I/we will assume responsibility for all future maintenance of this modification and/or improvement.

I/we understand that prior to commencing any work I/we must provide a deposit to the Association as set forth in the Design Guidelines.

Signature: _____

Date: _____

Signature: _____

Date: _____

Do not write below this line (For Board/Design Review Committee use only)

The Board/Design Review Committee has determined that the submittal on the previous page is:

_____ Approved

_____ Approved with Conditions

_____ Disapproved

	See notes on plans.
	Resubmit with more details for _____
	Maintain existing drainage pattern or provide alternative drainage method.
	Submit originally reviewed plans with revised drawings.
	Other Comments:

Further Conditions:

Board/Design Review Committee:

Date: _____ Initial: _____ Date: _____ Initial: _____ Date: _____ Initial: _____

VISTA BELLA ASSOCIATION NOTICE OF COMPLETION

Return form to: Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

Notice is hereby given that: _____, the undersigned
is the Owner(s) of the property located at:

Address: _____

Residential Lot #: _____

The work of Improvement described as _____

was COMPLETED on the _____ day of _____, 20____ in accordance with
the Board's/Design Review Committee's written approval of the above Owner's plans and submitted
package.

Signature of Owner: _____

Signature of Owner: _____

Date: _____

*THIS SECTION FOR BOARD/DESIGN REVIEW COMMITTEE
USE ONLY:*

Date Received: _____

Date Inspection Performed: _____

☐ Work completed in accordance with approved plans;

File closed date: _____

☐ Work not in compliance with approved plans;

See comments and/or corrections as noted below:

Board/Design Review Committee

Date

PLEASE PLACE
REQUIRED PHOTO
HERE

VISTA BELLA ASSOCIATION NOTICE OF SATELLITE DISH INSTALLATION FORM

Return form to:

Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

Applicant Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Email: _____

Satellite Dish Agreement:

I, _____ (*Insert Your Name*), owner of the above-referenced Residential Lot, have read the antenna and satellite dish Design Guidelines for the Association and agree to install the device per the requirements.

The device will be installed on _____ (*Insert Install Date*). I understand that if the satellite dish device CANNOT be installed per the antenna and satellite dish Design Guidelines, I must submit an application for design review and approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my Residential Lot, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature _____

Date _____

Board Use Only

☐ ☐ IN COMPLIANCE ☐ NOT IN COMPLIANCE

Corrections Required:

Signature: _____

Date: _____

VISTA BELLA ASSOCIATION SOLAR ENERGY SYSTEM AND SOLAR WORK POLICY AND PROCEDURES

The Association has established this Solar Energy Systems and Solar Work Policy and Procedures ("**Solar Policy**"). This policy shall permit each Owner of a Residential Unit to enjoy the benefits of Solar Energy Systems for household purposes as provided in the Solar Laws while, at the same time, imposing reasonable restrictions on the Solar Energy Systems and any related Solar Work: (a) to ensure that any Solar Work is performed in a safe and secure manner, (b) to provide for the maintenance, repair or replacement of Roofs and other Condominium Building components, (c) to protect the value and functionality of the Roofs, (d) to require the Owner to sign a recordable Agreement Regarding Real Property (Solar Energy System) ("**Solar Agreement**"), (e) to require Solar Owners and future Solar Owners to be responsible for damage to the Roof caused by that Owner's Solar Work, (f) to require Solar Owners and future Solar Owners to pay all costs related to their respective Solar Energy Systems and Solar Work, (g) to require Solar Owners and future Solar Owners to maintain a homeowner liability policy covering the Solar Energy Systems, (h) to provide the Association with a certificate of insurance for that Owner's Solar Energy System, (i) to protect the health and safety of all Owners, and (j) to minimize any interference with the activities of residents of any Condominium Building. All initial capitalized terms not used herein shall have the same meaning in the Vista Bella Association ("**Declaration**"). Notwithstanding the foregoing, there may not be sufficient space on a Roof for Owners to install a Solar Energy Systems.

1. **Definitions.** The following definitions shall apply to this Solar Policy.

1.1 **"Roof"** means rooftops of the Condominium Buildings in the Community.

1.2 **"Solar Energy System"** means fixed devices, structures or devices or structures that are used primarily to transform solar energy into thermal, chemical or electrical energy including roof-integrated photovoltaic roof tiles, roof-mounted panels or other roof-mounted devices that collect solar energy and generate energy by exposure to the sun.

1.3 **"Solar Install Work"** means the installation, upgrading, removal, reinstallation and replacement of any Solar Energy System.

1.4 **"Solar Laws"** means California Civil Code Sections 714, 714.1 and 4746 and any amendments thereto.

1.5 **"Solar Lessor"** means the owner of the Solar Energy System leased to an Owner.

1.6 **"Solar Maintenance Work"** means the maintenance and repair of any Solar Energy System.

1.7 **"Solar Owner"** means any Owner who elects to install a Solar Energy System within such Owner's Roof pursuant to the requirements set forth herein.

1.8 **"Solar Work"** means collectively, Solar Install Work and Solar Maintenance Work.

1.9 **"Useable Solar Roof Area"** means the area of the Roof within which Solar Energy System panels may be placed that will have enough sun exposure during the day to produce a reasonable amount of electricity.

2. **Placement of Solar Energy Systems**

2.1 **Solar Site Survey for Residential Units**. Any Owner who desires to install a Solar Energy System on the Roof must submit to the Association, or through its delegation of authority thereto, the Design Review Committee, a solar site survey (i) showing the Usable Solar Roof Area, and the location and placement of the proposed Solar Energy System within the Usable Solar Roof Area, which shall be prepared by a Solar Contractor or the Solar Contractor's registered salesperson knowledgeable in the installation of solar energy systems; and (ii) including a determination by a Solar Contractor or the Solar Contractor's registered sales person knowledgeable in the installation of solar energy systems that the size and location of the proposed Solar Energy System will result in an equitable allocation of the Usable Solar Roof Area among all Owners sharing the same Roof. The cost of any such required solar site survey shall be borne exclusively by the Owner submitting the accompanying Solar Energy System Request Form and is not considered as part of the costs of the proposed Solar Energy System as used in California Civil Code Section 714. The Association may waive this requirement for any Condominium located in a Condominium Building where the Association has previously adopted a solar site survey prepared by another Owner in connection approval of such other Owner's Solar Energy System. The solar site survey is subject to Board review and approval. If the Board elects to have a consultant review the solar site survey on behalf of the Board, the Owner shall be responsible for all costs associated with such review. If the Board adopts the Owner's solar site survey, the Board shall have the right to modify or adopt subsequent surveys in connection with future approvals of other Solar Energy Systems within the Community so long as such surveys do not materially impact any previously approved and installed Solar Energy Systems. The Board has the right to adopt additional procedures related to the adoption and review of solar site surveys.

2.2 **Insufficient Room on the Roof to Accommodate Solar Energy Systems for all Condominiums**. In the event the solar site survey adopted by the Board determines that the usable space on a Roof does not contain sufficient space to allocate each owner within the Condominium Building with a designated area for a Solar Energy System, then the available spaces for the installation of Solar Energy Systems will be on a first-come, first served basis.

2.3 **Ownership and Leasing**. The Solar Energy System exclusively serving a Condominium is personal property owned by the Condominium Owner or, if applicable, the Solar Lessor. The Owner may lease the Solar Energy System from a Solar Lessor as long as the Solar Lessor is a duly qualified vendor of Solar Energy System approved by the Board. If requested by the Board, the Board shall be provided with a true and complete copy of the lease for its review. Any costs incurred by the Association retaining outside consultants to review the lease shall be paid by the Owner. The lease may provide that the Solar Lessor will perform certain of the Owner's duties under the Solar Agreement, including maintenance and insurance, provided that the Owner retains full responsibility and liability for any failure to properly perform these duties. The Board shall have the right to enter into appropriate agreements with Solar Lessors regarding access to and use of the Association Property for the installation, maintenance, modification or removal of the leased Solar Energy System. In addition, the Board shall have the authority to modify any Rules as applied to any particular Solar Lessor that the Board in its sole discretion deems is reasonable. The Board may delegate any of its rights or duties under this Solar Policy to the Design Review Committee.

3. **Load Considerations**. No Owner shall install a Solar Energy System that exceeds the load capacity or weight permitted for the Owner's designated areas of the Roof. A primary concern of the Association and other Owners is that the extra weight of multiple Solar Energy Systems could exceed the load capacity of the Roof structure and cause collapse. Any Owner who desires to install a Solar Energy System on the Roof shall provide for a review of the Roof's compacity to accommodate the Solar Energy System signed by a licensed structural engineer.

4. **Solar Contractors**. Solar Work shall be performed by an actively licensed, bonded and adequately insured contractor who is trained and certified to perform Solar Work on the type of roof-

mounted Solar Energy System subject to the Solar Work (“**Solar Contractor**”) and such Solar Contractor shall at all times while performing any Solar Work maintain insurance required under of the Solar Agreement. The Association shall have the right to impose additional requirements on a Solar Contractor in order to ensure that any Solar Work will be performed in a safe manner in compliance with all Applicable Laws. The Association shall also have the right, but not the obligation, to designate certain approved Solar Contractors for the Community. An Owner may contact the Association to obtain a list of any Association-approved Solar Contractors if the Association elects to designate such contractors.

5. **Compliance with City Requirements.** The Solar Owner shall obtain all building permits and governmental approvals that may be required by the City and provide copies thereof to the Association prior to commencing any Solar Work.

6. **Solar Energy System Approval Procedures.** Any Owner who desires to perform Solar Install Work must complete and submit the Solar Energy System Request Form to the Design Review Committee, along with plans and specifications relating to the installation, upgrade, reinstallation or removal or replacement of the Solar Energy System and the Solar Energy System itself. If the request is for the initial installation of a Solar Energy System and if the Design Review Committee approves the request, the Design Review Committee will provide the applicant with an Action by Association for Installation of Solar Energy System in the form attached to this policy. As a condition of approval of the new installation of a Solar Energy System, the applicant will be required to sign a recordable Solar Agreement, which will provide the terms and conditions upon which the applicant can install the Solar Energy System. The restrictions set forth in the Solar Agreement are intended to achieve the purposes set forth above. Copies of the Solar Energy System Request Form, Action by Association for Installation of Solar Energy System form and the Solar Agreement are attached to this Solar Policy.

7. **Guidelines.**

7.1 Solar collectors are to be placed flush with and in the same plane as the roof slope.

7.2 Solar collectors should be hidden from view when possible.

7.3 Solar collectors must be non-reflective in nature.

7.4 The framing of any Solar Energy System shall match the color of the adjacent surface.

7.5 The Solar Energy System shall be installed in the location approved by the Association or Design Review Committee.

7.6 Any penetration of roof water proofing membranes is prohibited unless every alternative to penetration significantly increases the costs or significantly decreases efficiency of the Solar Energy System.

7.7 All wiring may only be installed in the locations approved by the Association or Design Review Committee. If the Condominium Building contains conduit for solar energy system wiring, to the extent feasible, the installation of the Solar Energy System wiring shall utilize existing conduit. In the event the building does not contain conduit or the use of any conduit is not feasible, any wiring installed on the exterior of the Condominium Building shall (i) be placed in the least intrusive location, (ii) only penetrate the roof in an area where the underside of the roof is exposed to the exterior of the building, such as an eave, and (iii) be painted to match the color of the building where the conduit is placed.

8. **Notification.** As required under California Civil Code Section 4746(a)(1), the applicant shall notify each Owner of a Residential Unit in the Condominium Building on which the installation will be located of the application to install a Solar Energy System and shall provide proof of such notification to the Board.

9. **Insurance.** As required under California Civil Code Section 4746(a)(2), the Solar Owner and each successive Solar Owner shall maintain a homeowner liability coverage policy at all times and shall provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter. Owner and its Solar Contractor shall comply with the insurance requirements set forth in the Solar Agreement.

10. **Inspection.** The Association has the right, but not the obligation, to inspect any Solar Install Work. No later than five (5) days after the completion of the Solar Install Work, the Solar Owner shall notify the Association that the Solar Install Work is complete through the use of the Notice of Completion form attached to the Design Guidelines. The Solar Owner shall thereafter cooperate with the Association, if the Association so requests, in scheduling and conducting an inspection of the Solar Energy System by the Association's retained engineer or construction consultant ("**Final Inspection**"), which shall take place as soon as practicable after the completion of the Solar Install Work. The purposes of the Final Inspection will be to assess whether the Solar Energy System was installed in substantial conformance with the Solar Energy System plans and/or to determine if any damage to the Association Property, Exclusive Use Easement Area or any Residential Unit was caused as a result thereof, and to determine whether any structural or related issues exist that necessitate corrective work by the Solar Owner.

10.1 **Final Inspection Fee.** Any Owner who has had Solar Install Work performed shall, on or before the date of the Final Inspection, remit payment to the Association to reimburse the Association for its costs in conducting the Final Inspection ("**Final Inspection Fee**"). The Final Inspection Fee may be recovered by the Association through a Compliance Assessment, in addition to and/or in lieu of any other rights and remedies the Association may have against such Owner.

11. **Solar Energy System Maintenance and Inspection.** Any Solar Owner who has installed a Solar Energy System shall be responsible for any required maintenance of the Solar Energy System and appurtenances. The Association shall have the right, but not the obligation, to oversee any Solar Work to insure that the Roof and remaining portions of the Condominium Building are not damaged.

12. **Failure to Maintain Solar Energy System.** If the applicable Solar Owner fails to cause any maintenance or repairs to be completed within a reasonable period of time after the Board has provided written notice to the applicable Solar Owner and the Board determines that such repairs must be made to avoid damage to any other portion of the Condominiums within the applicable Condominium Building, the Board may, at its option, have such work completed and seek reimbursement from the defaulting Solar Owner through the levy of a Compliance Assessment as provided in the CC&Rs.

13. **Indemnification.** Each Solar Owner shall indemnify, protect, defend and hold the Association and all other Owners of Residential Units located within the Condominium Building in which the Solar Work was or is to be conducted, and their respective successors and assigns, and its officers, directors, successors and assigns, the management company for the Association and the original developer of the Community entirely free and harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including without limitation, attorneys' fees and costs and costs of enforcing this indemnification (collectively, "**Claims**") arising from or attributable to any acts or omissions of Owner, the Solar Contractor, or any of their respective heirs, personal representatives, successors, assigns, officers, agents, employees, subcontractors, or material suppliers arising out of or based upon (a) any Solar Work, (b) Owner's breach of the Agreement, (c) the conduct or actions of Owner within or outside the scope of the Agreement, (d) any negligent act or omission or willful misconduct of Owner, or (e) any injuries to property and/or to persons, including death. This indemnity does not include any Claims to the extent they arise out of the gross negligence or willful misconduct of the Association or any other Owner.

14. **Roof Access.** The Association shall cooperate on providing access to the Roof; however, the Association is not obligated to arrange Roof access through any other Residential Units for the purpose of completing any Solar Work.

15. **Roof Warranty.** Each Solar Owner shall be responsible for incremental repair or replacement costs incurred by the Association which result from voiding a roof warranty or other impacts to a roof warranty attributable to the Solar Owner's Solar Energy System.

16. **Damage to Other Solar Energy Systems.** The Association shall not be responsible for any damage to Solar Energy Systems caused by Owners or their Solar Contractors when conducting Solar Work.

17. **Additional Requirements.** Each Solar Owner and each successive Solar Owner shall be responsible for all of the following in accordance with California Civil Code Section 4746(b)(2):

17.1 Costs for damage to the Association Property, Exclusive Use Easement Areas or Residential Units resulting from the Solar Work.

17.2 Costs for any Solar Work and for restoration of the Condominium Building roof, and other Association Property, Exclusive Use Easement Areas or Residential Units after removal of the Solar Energy System.

17.3 Disclosing to prospective buyers the existence of any Solar Energy System of the Solar Owner and the related responsibilities of the Solar Owner under the Governing Documents and the Solar Agreement.

**VISTA BELLA ASSOCIATION
SOLAR ENERGY SYSTEM REQUEST FORM**

Return form to: Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591
Ph: 951-823-1011
Website: www.powerstonepm.com

Applicant Name: _____ ("Applicant") Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Cell Phone: _____

The Applicant is requesting to have certain solar work performed on the Condominium Building in which the above-referenced residence is located.

The Applicant is requesting to install, upgrade, remove, reinstall or replace a Solar Energy System ("**Solar Install Work**") on the roof of the Condominium Building in which the above-referenced Residential Unit is located.

DESCRIPTION OF PROPOSED SOLAR INSTALL WORK

Description of proposed Solar Install Work, including the type of Solar Energy System, a depiction or designation of the visual effect of the Solar Energy System:

Describe the wiring for the Solar Energy System and the proposed location of such wiring:

Provide the name and contact information for the proposed solar contractor/installer, together with the license number for the solar contractor that will perform the Solar Install Work:

Time Period for performance of the proposed Solar Install Work:

☐ I/We certify that I/we have reviewed the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Vista Bella Association and Association Rules, Design Guidelines and Solar Energy System and Solar Work Policy and Procedures prior to submitting this application, and that the proposed Solar Install Work complies with the requirements set forth in these documents.

☐ If application is for installation of a Solar Energy System, I/we certify that as required under California Civil Code Section 4746(a)(1), I/we have notified each Owner of a Residential Unit in the Condominium Building on which the installation will be located of my/our application to install a Solar Energy System. **The Owner must provide proof of such notification with this application.**

☐ If application is for installation of a Solar Energy System, I/we have submitted a solar site survey showing the items required under the Design Guidelines and Solar Energy System and Solar Work Policy and Procedures unless the Association waives this requirement due to the Association's prior approval of a solar site survey for Owner's Condominium Building.

By signing this Solar Energy System Request Form, I certify that I/we are the Owners of the Residential Unit described above and that the foregoing is a true representation and description of the Solar Install Work that Applicant plans to have performed.

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

**VISTA BELLA ASSOCIATION
ACTION BY ASSOCIATION FOR INSTALLATION
OF SOLAR ENERGY SYSTEM**

To: _____

Applicant Name: _____ ("Applicant") Date: _____

Property Address: _____
("Residential Unit")

Mailing Address (if different from above): _____

Home Phone: _____ Business/Cell Phone: _____

_____ Association ("**Association**") has reviewed and approved the application by Applicant dated _____ and hereby grants permission to the Applicant listed above to have the proposed Solar Energy System installed within the roof of the Condominium Building No. ____, subject to compliance by Applicant with Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of _____, Association Rules and Design Guidelines, and Solar Energy System and Solar Work Policy and Procedures and the terms and conditions set forth in the "Agreement Regarding Real Property (Solar Energy System)" attached hereto and incorporated herein ("**Solar Agreement**"). Since the application by Applicant is to have Solar Install Work performed on the roof of a Condominium Building that includes multiple residences ("**Affected Building**"), the reasonable restrictions set forth in the Solar Agreement and the Governing Documents are intended to protect the value and functionality of the Association's roof, to provide an allocation of the usable solar roof area among all owners in the Affected Building and to safeguard the interests of the Association and the other Owners in the Affected Building.

By signing this Request Form, I certify that I/we are the Owners of the Residential Unit described above and that I/we agree to be bound by all of the covenants and requirements set forth above.

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

Do not write below this line (For Design Review Committee use only)

The Design Review Committee has determined that the Solar Energy System Request Form on the previous page and the attached plans and specifications are:

_____ Approved _____ Approved with Conditions _____ Disapproved

	See notes on plans.
	Resubmit with more details for _____

	Submit originally reviewed plans with revised drawings.
	Other Comments:

Further Conditions (in addition to conditions set forth in the Solar Agreement):

Design Review Committee:

Date: _____ Initial: _____ Date: _____ Initial: _____ Date: _____ Initial: _____

Date: _____ Initial: _____ Date: _____ Initial: _____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

APN: _____

THIS SPACE ABOVE FOR RECORDER'S USE

AGREEMENT REGARDING REAL PROPERTY (SOLAR ENERGY SYSTEM)

THIS IS AN AGREEMENT REGARDING REAL PROPERTY (SOLAR ENERGY SYSTEM) ("**Agreement**") made on this ____ day of _____, 20__ by and between _____ OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("**Association**") and _____ ("**Owner**"). The Association and Owner are referred to herein collectively, as the "**Parties**" and individually, as "**Party**."

RECITALS:

A. The Association manages and maintains that certain condominium development situated in the City of _____, County of _____, State of California known as "_____" ("**Community**"). The Community is governed by that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of _____ recorded on _____, 20____, as Instrument No. _____, recorded in the Office of the County Recorder of _____ County, California, as amended by any amendments or supplements thereto (collectively, "**Declaration**").

B. Owner holds fee title to that certain real property located in the Community commonly described as Residential Unit No. ____ ("**Property**"). The legal description for the Property is attached hereto as **Exhibit "A"** and incorporated herein. The residence is a condominium ("**Residential Unit**").

C. Under the Declaration, the Association owns and is obligated to maintain, repair and replace the roof on the Residential Unit, which is located in the Condominium Building (as defined in the Declaration) that includes multiple Residential Units (as defined in the Declaration) ("**Affected Building**").

D. Owner desires to modify the roof of the Affected Building by installing, operating, upgrading, removing, reinstalling or replacing (collectively, "**Solar Install Work**") his/her mounted solar energy system ("**Solar Energy System**"). Additionally, in connection with the placement of the Solar Energy System on the Roof, the Owner will need to have ongoing maintenance and repair of the Solar Energy System performed ("**Solar Maintenance Work**"). The Solar Install Work and the Solar Maintenance Work is collectively referred to herein as the "**Solar Work**". The Association has agreed to permit the Solar Work subject to the terms and conditions set forth in this Agreement.

E. Owner has applied to the Association for approval of Solar Install Work, as more specifically set forth in the Owner's application submitted to the Association.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as set forth below.

1. **Association Approval.** The Association hereby grants permission to the Owner to perform Solar Work on the roof of the Affected Building subject to compliance by Owner with the terms and conditions set forth in this Agreement. Since the application by Owner is to perform Solar Work on the roof of the Affected Building, the restrictions set forth in this Agreement and the Governing Documents (as defined in the Declaration) are intended: (a) to ensure that any Solar Work performed on the common roofs in a safe and secure manner, (b) to provide for the maintenance, repair or replacement of roofs or other Affected Building components, (c) to protect the value and functionality of the roof of the Affected Building, (d) to require Owners and future owners of the Property to be responsible for damage to the common roof caused by their Solar Work, (e) to require Owners and future owners of the Property to pay the costs related to their respective Solar Energy Systems and Solar Work, (f) to require Owners and future owners of the Property to maintain a homeowner liability policy covering the Solar Energy Systems, (g) to provide the Association with a certificate of insurance for each Solar Energy System so long as the Solar Energy System remains on the Affected Building roof, (h) to protect the health and safety of the Owners and (i) to minimize any interference with the activities of residents of any Condominium Building.

2. **Association Approval Required.** Owner shall obtain the prior written approval of the Design Review Committee (as defined in the Declaration) or the Board (as defined in the Declaration) before conducting any Solar Install Work.

3. **Solar Contractors.** Solar Work shall be performed by an actively licensed, bonded and adequately insured contractor who is trained and certified to perform Solar Work on the type of roof-mounted Solar Energy System subject to the Solar Work ("**Solar Contractor**") and the Solar Contractor shall at all times while performing any Solar Work maintain insurance required under **Section 7** of this Agreement. The Association shall have the right to impose additional requirements on a Solar Contractor in order to ensure that any Solar Work will be performed in a safe manner in compliance with all Applicable Laws.

4. **Ownership and Leasing.** The Solar Energy System exclusively servicing a Condominium is personal property of the Owner, or, if applicable, the Solar Lessor. The lease for the Solar Energy System may provide that the Solar Lessor will perform certain of the Owner's duties under this Agreement, including maintenance and insurance, provided that the Owner retains full responsibility and liability for any failure to properly perform these duties. The term "**Solar Lessor**" means the owner of a Solar Energy System leased to the Owner.

5. **Liens.** Owner shall not suffer or permit to be enforced against the Community, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens, claims or demands arising from the activities of the Owner or his/her agents on the Community. If any such lien, claim or demand occurs, then, no later than ten (10) business days after the filing thereof, Owner shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereafter enacted, in order to effect the removal of such lien, claim, demand or action thereon from the Community; provided that Owner shall have the right to contest in good faith any such lien, claim, demand or action. Association reserves the right to post and maintain on the Community such notices as may be necessary to protect Association against liability for all such liens, claims and demands.

6. **Paying Claims.** In addition to Association's other rights and remedies under this Agreement, should Owner fail within ten (10) business days of a written request from Association to pay and discharge any lien or claim arising out of the Owner's or Owner's Solar Contractor's use of the Affected Building or to have bonded around such liens or claims as provided above in this Agreement, then Association may, at its option, pay any such lien, claim, demand, injury or damages, or settle or discharge any action therefor or satisfy any judgment thereon, and all costs, expenses and other sums incurred by Association in connection therewith shall be paid to Association by Owner upon written demand, together with interest thereon at the rate of ten percent (10%) per annum.

7. **Insurance.** As a condition to performance of the Solar Work, Owner shall provide proof of insurance by Owner and by the Solar Contractor prior to commencing the Solar Work which shall include the following:

(a) **Liability Insurance.** As to Owner: Comprehensive general liability insurance, in standard form, with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. As to Solar Contractor: Commercial general liability insurance, including personal and bodily injury liability broad form property damage liability, and blanket contractual liability with a combined single limit of not less than Two Million Dollars (\$2,000,000) each occurrence.

(b) **Workers' Compensation Insurance.** As to Solar Contractor: workers' compensation insurance, including, but not limited, to coverage for the Solar Contractor's employees, agents, subcontractors and volunteers, insurance in statutory form to the extent necessary to comply with all applicable laws and employers liability insurance of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

(c) **Policy Requirements.** All policies shall be specifically endorsed to provide that the coverage will be primary and that any insurance carried by the additional insureds shall be in excess and non-contributory and shall contain a waiver of subrogation in favor of said entities. All insurance required shall be issued by insurance companies authorized to do business in California and shall have an AM Best Rating of at least A-VII and shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the manager of the Association. The certificates of insurance must name the Association as an additional insured on a separate endorsement form which shall be provided to the Association within fourteen (14) days of approval of the application and as to the Owner's policy, annually thereafter. Owner represents and warrants that the Solar Contractor's liability insurance policy has no exclusion for limiting or eliminating coverage for work on condominiums commonly known as a "multi-family exclusion" endorsement.

(d) **Insurance of the Solar Energy System.** The Owner acknowledges and agrees that the Association will NOT maintain any insurance on the Solar Energy System and it shall be responsibility of the Owner to maintain any insurance desired by Owner for the Solar Energy System.

8. **Roof Warranty.** Owner shall be responsible for incremental repair or replacement costs incurred by the Association which result from voiding or otherwise altering the roof warranty attributable to Owner's Solar Energy System.

9. **Performance of Solar Work.** Owner shall cause the Solar Work to be performed in a safe, good and workmanlike manner which will minimize interference with other owners in the Community and in accordance with industry standards, the manufacturer's plans, specifications and requirements, the Owner's application for design approval, this Agreement and applicable laws. No changes in plans and specifications associated with the Solar Energy System or the Solar Install Work ("**Plans and Specifications**") shall be made without the prior written approval of Association. Owner shall obtain and pay for all permits, licenses and City or other inspections made necessary by the Solar Install Work and agrees to comply with all applicable City ordinances, building and safety codes and manufacturer's instructions. Improper performance of the Solar Install Work could cause damage to structures, posing a potential safety hazard to other owners and personal property. The Solar Install Work shall be performed so that it does not damage the roof of the Affected Building, any Association Property (as defined in the Declaration) or other Residential Units (as defined in the Declaration) or in any way affect the structural, mechanical, plumbing, electrical, or life safety systems of the Affected Building as a whole, or of any other Residential Units in the Community.

10. **Owner Supervision.** Owner shall supervise the performance of any Solar Work and ensure strict compliance with this Agreement. Owner shall be fully responsible for all acts, performance and conduct of the Solar Contractor and others retained by such Solar Contractor or Owner on or near the Association Property.

11. **Effect of Solar Energy System.** The Solar Work shall not affect the structural integrity, water-tight properties, durability, load capacity, roof maintenance expenses or useful life of the roof of the Affected Building.

12. **Association Roof Consultant Review.** Association shall have the right, but not the obligation, to require that Solar Install Work methods be approved by the Association's roof consultant prior to performance of the Solar Install Work and that the roof consultant certify that the Solar Install Work will not affect the structural integrity, water-tight properties, durability, load capacity, roof maintenance expenses or useful life of the roof of the Affected Building; provided the Association provides Owner with reasonable notice in advance of the Association's intent to exercise this option. Owner shall make all portions of the Solar Energy System available at all times for inspection and testing by the Association's consultants and/or agents.

13. **Notice to the Association.** Owner shall provide at least fifteen (15) days written notice to the Association prior to performance of the Solar Work.

14. **Hours of Work.** Solar Work shall only be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday, excluding any holidays and in accordance with City ordinances.

15. **Location.** Owner's Solar Energy System may only be installed within the area approved for installation by the Design Review Committee and the Solar Energy System shall not encroach upon or overhang into, any other portion of the Association Property.

16. **Inspection.** Within thirty (30) days after receiving notice from Owner that the Solar Install Work is complete using the Notice of Completion form attached to the Vista Bella Association Owners Association Design Guidelines, the Design Review Committee, or its duly authorized representative, shall have the right, but not the obligation, to inspect the Solar Energy System and roof to determine whether the Solar Install Work was performed in substantial compliance with the approved Plans and Specifications, this Agreement and the Governing Documents (collectively, "**Solar Requirements**") or whether the roof was damaged by any Solar Install Work. If the Board or Design Review Committee finds that any Solar Install Work caused damage to the roof of the Affected Building or was not performed in substantial compliance with the approved Plans and Specifications and/or Solar Requirements, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

17. **Non-Compliance.** If an Owner fails to remedy such non-compliance within thirty (30) days after the date of notification of non-compliance, the Design Review Committee, after affording the Owner notice and hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Solar Energy System or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Compliance Assessment (as defined in the Declaration) against such Owner for reimbursement. If for any reason the Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of the Notice of Completion from the Owner, the Solar Energy System shall be deemed to be in accordance with said approved Plans and Specifications.

18. **Owner Responsibility for Damage.** Owner assumes full responsibility for any damage resulting to persons or to the Association Property, the Residential Unit, other residences in the Affected Building, roof of the Affected Building or property owned by the Association or other persons caused by the Solar Work, including without limitation, damage to the structural integrity, water-tight properties, durability, load capacity, roof maintenance expenses or useful life of the roof of the Affected Building. Owner is liable for any personal injury or damage occurring to the roof or other Association Property

arising from the Solar Work. If the Solar Energy System is removed, Owner shall restore the roof of the Affected Building and any other affected locations, if any, to their original condition. Owner shall be responsible for all costs related to restoration of these areas.

19. **Indemnification.** Owner, by his/her signature below, consents and agrees to indemnify, protect, defend and hold the Association and all other owners of any Residential Unit, and their respective successors and assigns, and the Association's officers, directors, successors and assigns, the management company for the Association and the original developer of the Community entirely free and harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including without limitation, attorneys' fees and costs and costs of enforcing this indemnification provision (collectively, "**Claims**") arising from or attributable to any acts or omissions of Owner, the Solar Contractor, or any of their respective heirs, personal representatives, successors, assigns, officers, agents, employees, subcontractors, or material suppliers arising out of or based upon (a) the Solar Work, or encroachment of any portion of the Solar Energy System, (b) Owner's breach of this Agreement, (c) the conduct or actions of Owner within or outside the scope of this Agreement, (d) any negligent act or omission or willful misconduct of Owner, or (e) any injuries to property and/or to persons, including death. This indemnity does not include any Claims to the extent they arise out of the gross negligence or willful misconduct of the Association or any other owner of any Residential Unit.

20. **Maintenance and Operation.** Owner and any successor owners of the Property shall be responsible for any Solar Maintenance Work performed by or on behalf of Owner. Only Solar Contractors that have been approved by the Association shall be permitted access to the roof for the purposes of performing Solar Maintenance Work. Owner is responsible to keep the Solar Energy System in good working order and condition. Owner shall cause an approved service provider to inspect the Owner's Solar Energy System as reasonably necessary to ensure Owner's Solar Energy System is functioning properly and is not causing damage to any portion of the roof on the Affected Building. The Association shall have the right, but not the obligation, to oversee any Solar Maintenance Work to be completed on behalf of Owner to ensure that the roof of the Affected Building is not damaged. Owner takes full responsibility for and releases the Association from any liability for damage to persons or personal property within Owner's Property and the other Residential Units in the Affected Building resulting from any Solar Maintenance Work or the failure to adequately maintain Owner's Solar Energy System including, without limitation, water intrusion through, around or under the Solar Energy System. Notwithstanding the foregoing, the Association may elect to have the Association perform specific maintenance such as periodically washing dust and debris from the solar panels, so the costs are allocated only to the condominiums that benefit from the maintenance. The Association makes no representation or warranty regarding the efficiency (including the amount of electrical generation) of the Solar Energy System. Efficiency is based on a number of factors including building height, building orientation, topography, roof slopes, roof equipment, and adjacent structures and vegetation. The Association shall cooperate in providing the Owner or its Solar Contractor access to the Association Property roof to install, maintain, repair, remove or replace its Solar Energy System, subject to reasonable requirements and conditions that may be imposed by the Board including conditions regarding access times, access routes and licensing and insurance requirements.

21. **Failure to Maintain Solar Energy System.** If the Board determines that Owner has failed or neglected to adequately maintain or repair the Solar Energy System, upon seven (7) days prior written notice by Association to Owner, Association shall have the right to maintain, repair or remove the Solar Energy System due to Owner's failure to maintain the Solar Energy System and to charge Owner for all expenses incurred, which may be added to Owner's account as a Compliance Assessment as provided in the Declaration. If the Association determines that a dangerous condition exists or there is a threat to the safety of Community residents caused by the Solar Energy System, the Association may remedy the condition without prior written notice to Owner.

22. **Association Roof Work.** Owner agrees that performance of the Solar Work shall not interfere with the Association's maintenance, repair or replacement of the roof on the Affected Building ("**Roof Work**"). If the Association is to perform Roof Work, Owner shall cooperate with the Association to timely remove any Solar Energy System located in the Roof Work area, at Owner's expense, as provided below. Except in cases of emergency where reasonable notice will not be provided, the Association shall

give Owner at least seven (7) days prior written notice of its intent to have Roof Work performed, the location of the Solar Energy System that will be affected by the Roof Work, and a deadline by which Owner is required to remove the affected Solar Energy System. If Owner fails to remove the Solar Energy System by the deadline stated in the Association's notice, then the Association shall have the right to employ a contractor experienced with solar energy systems to remove the Solar Energy System from the areas where the Roof Work will be performed, in which case the Association shall not be responsible for any loss or damage caused to such Solar Energy System during or after such removal, unless the Association commits gross negligence or willful misconduct in connection with such removal. If the Association removes the Owner's Solar Energy System, the Association shall charge Owner for all expenses incurred for the removal, which may be added to Owner's account as a Compliance Assessment after notice and hearing. Notwithstanding which party removes the Solar Energy System, the Owner shall be responsible for the storage of the Solar Energy System, at such Owner's sole expense. After the Association's Roof Work is completed, Owner shall have the Solar Energy System re-installed by an approved Solar Contractor within ten (10) days of receipt of written notice from the Association that such Roof Work is complete. Owner shall be responsible for all costs for removal, storage and reinstallation of the Solar Energy System in connection with any Roof Work.

23. **Damage and Destruction.** In the event of any damage or destruction to the Affected Building, and as a result, the Affected Building is not rebuilt or repaired, the Association shall not have any liability or obligations to Owner with regard to the Solar Energy System. If the Affected Building is rebuilt, Owner's right to access the roof to reinstall Owner's Solar Energy System shall be suspended until such time as the Affected Building is complete and the Association authorizes the reinstallation.

24. **Condominium Transfers.** If title to the Residential Unit is or will be transferred to a successor owner, the transferring Owner or the Solar Lessor may remove the Solar Energy System (which removal must include any writing located on the exterior of the Condominium Building). Any conduits and wiring located between the Owner's electrical sub-panel and the solar panels shall remain for use by the successor owner of the Residential Unit. Upon removal of any Solar Energy System, the transferring Owner shall make any necessary repairs to the Condominium Building necessitated by the removal of the Solar Energy System. If the Owner, or the Solar Lessor fails to notify the Association in writing no later than thirty (30) days prior to the date title is transferred that the Solar Energy System will be removed, which removal must occur prior to the date of transfer, the successor owner shall be deemed the new Owner or lessee of the Solar Energy System and responsible and liable as the Owner under this Agreement for any acts or omissions occurring on or after the date of transfer. The transferring Owner shall remain liable for all acts or omissions occurring before the date of transfer.

25. **Notice to Prospective Buyers.** Owner shall disclose in writing to prospective buyers of Owner's Residential Unit the existence of any Solar Energy System and the related responsibilities of Owner under the Governing Documents and this Agreement.

26. **Safety.** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Solar Work, Owner must follow the safety guidelines, including those set forth in the Vista Bella Association Owners Association Design Guidelines, Solar Energy System and Solar Work Policy and Procedures and this Agreement. The Solar Work shall be performed in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then Owner shall provide a copy of that permit to the Association before installation. The purpose of this requirement is to ensure that after the Solar Work is performed, the Solar Energy System is safely and securely fastened to the roof, and to minimize the possibility of detachment and resulting personal injury or property damage.

27. **Compliance with Governing Documents.** Owner shall comply with all other terms and conditions of the Declaration and the other Governing Documents.

28. **Interruption of Service.** Owner agrees that Association shall not be liable for any interruption in service or for interference with the Solar Energy System when the Association maintains, repairs or replaces any of the roof or other portions of the Affected Building.

29. **Recordation of Agreement.** This Agreement shall be recorded.

30. **Additional Restrictions.** Association retains the right to impose additional reasonable restrictions upon the performance of Solar Work within the Community. Owner agrees to comply with such additional restrictions that may be adopted by the Association.

31. **Civil Code Section 1468.** The provisions of this Agreement shall run with the Property for the benefit of the Community, and shall both benefit and bind the Parties and the Association and their successors and assigns, as the case may be. This Agreement is made with the intent of satisfying the requirements of California Civil Code Section 1468.

32. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be given personally or deemed delivered four (4) days after the notice is mailed to the Party, with first class postage prepaid, by certified mail, return receipt requested or upon the next business day after deposit with a nationally recognized overnight courier. Written notice of any change of address shall be given in accordance with this Section. All notices or other communications between the Parties required or permitted hereunder shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested and prepaid, or sent by reputable overnight courier (such as Federal Express or UPS) to the following addresses:

If to Association: Vista Bella Association
c/o Powerstone Property Management
27450 Ynez Road, Suites 306-307
Temecula, CA 92591

If to Owner: _____

33. **General Provisions.**

(a) **Attorneys' Fees.** In the event of litigation between the Parties to this Agreement, the court shall award reasonable attorneys' fees and costs to the prevailing party.

(b) **Binding Agreement.** The provisions of this Agreement shall be deemed to bind the heirs, successors, assigns, transferees and grantees of the Parties to this Agreement.

(c) **Severability.** If any term, covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

(d) **Interpretation.** No provision of this Agreement shall be interpreted against any Party because that Party, or their legal representative, drafted the provision.

(e) **Governing Law.** This Agreement governed by California law. If any action is brought by any party to interpret or enforce this Agreement, each Party hereby agrees that the forum for such action or actions shall be a court of competent jurisdiction within the county where the Property is located.

(f) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(g) **Mortgagee Protection.** No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the Property, provided that, after foreclosure of any such mortgage or deed of trust, the property foreclosed shall remain subject to this Agreement.

(h) **Entire Agreement.** This Agreement and any written architectural approval constitute the entire agreement between the Parties. No oral or written communications or negotiations that occurred before the execution of the Agreement or the architectural approval shall be considered to be a part of the Agreement.

(i) **Amendment.** The Agreement can be modified only by a written document signed by both Parties.

(j) **Term.** This Agreement shall expire upon the occurrence of the following: (i) when the Owner removes the Solar Energy System and provides written notice to the Association that the Owner does not intend to re-install such Solar Energy System, and (ii) the Association provides written notice to the Owner that the Association has inspected the Roof and confirmed that the Solar Energy System and its removal did not damage the Condominium Building.

(k) **Waiver.** A waiver by either Party of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(l) **Captions.** The captions heading each section of this Agreement form no part of the Agreement.

(m) **Recitals.** The Recitals are incorporated herein and made a part of this Agreement.

(n) **Opportunity for Counsel.** Owner represents and warrants that he or she has had ample opportunity to consult his or her legal counsel prior to signing this Agreement.

(o) **Conflict.** If there is a conflict between the Vista Bella Association Design Guidelines, Solar Energy System and Solar Work Policy and Procedures and this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties represent they have read, understand and agree to be bound by the terms of this Agreement and have signed on the dates set forth below.

OWNER:

DATE: _____

DATE: _____

ASSOCIATION:

DATE: _____

Vista Bella Association, a California nonprofit
mutual benefit corporation

By: _____

Name: _____

It: _____

By: _____

Name: _____

It: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY