

**ARCHITECTURAL GUIDELINES  
AND  
RULES AND REGULATIONS  
PREPARED FOR  
VISTA DEL CAÑON  
TRACT 44328  
HOMEOWNERS ASSOCIATION**

Adopted: 4/10/2004

**VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**ARCHITECTURAL GUIDELINES**

**PURPOSE**

In order to preserve the value, desirability, attractiveness and architectural integrity of the Vista del Cañon Community, the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") authorize the formation of an architectural committee (the "Committee"). The Committee, as appointed by the Board, is vested with the power to review and approve ALL construction, alterations, removal, repainting, or modifications of Improvements within Vista del Cañon. Such Improvements include, without limitation, modifications and alterations to residential units, signs, screens, patios, fencing, and exterior building structure.

Pursuant to Article IV, Section 4.2 of the Association's CC&R's, **prior to the commencement of any addition, alteration or construction of any Improvement, an owner must file an application with the Committee and receive the written approval of the Committee. Failure to obtain the prior written approval from the Committee constitutes a violation of the CC&Rs and shall require modification or removal of the unauthorized improvements at the Owner's expense.**

The Committee is also empowered to establish certain architectural guidelines (the "Guidelines"). In establishing the Guidelines, the Committee does not seek to restrict individual creativity or personal preferences, but rather to help ensure continuity in design that will help preserve and improve the appearance of the Community.

Attached please find the Guidelines established by the Committee. These Guidelines are subject to amendment. It is to your benefit that you take the time to read the information provided. While the Guidelines supplement the CC&Rs, they do not replace them. Therefore, the Guidelines should be read carefully in conjunction with the CC&Rs.

In addition to the requirements set forth in these Guidelines and in the Association's governing documents, all Improvements must conform to full applications of the city, county, state, and federal regulations. Furthermore, approval of any work by the Committee does not waive the necessity of obtaining the required City and County permits. Obtaining a City or County permit does not waive the need for Committee approval. The Committee does not assume any responsibility for an owner's failure to obtain such permits.

**PROCEDURE**

**A. PLACE OF SUBMISSION**

Owners shall submit all necessary documents to the Committee for review and approval at the following address:

Vista del Cañon Architectural Committee  
c/o Linda Jagoe [or current Managing Agent]  
Westcom Property Services  
25115 Avenue Stanford, Suite A-106  
Valencia, CA 91355

One copy shall be retained by the Committee, one copy shall be returned to the Owner with the status of the Committee's review; and one copy shall be maintained with Association records.

**B. REQUIRED SUBMISSIONS**

Owners are required to submit the application fee (if any), the Home Improvement Form (Exhibit A), and three (3) copies of the following documents:

1. DRAWINGS

In addition to the requirements and specifications set forth herein, all drawing plans must be of sufficient size and detail to allow the Committee to adequately review and understand the proposed improvement.

- a. Plot Plan
  - i. Show residential unit lines accurately as to length, angles, and curves
  - ii. Show all dimensions of work to be considered, such as distances between existing improvements and property lines.
  - iii. Drawings shall, in any case, show the nature, kind, shape, dimensions, materials, and location of the proposed improvements.
- b. Include a detailed list of all materials to be used, including color samples of all paint or stain when they deviate from the original color scheme assigned to the existing dwelling.

2. NEIGHBOR NOTIFICATION

It is the intent of the Architectural Committee to have input from the applicant's neighbors on any improvements which may impact the use and enjoyment of their unit. Neighbor approval or disapproval of a particular improvement shall only be advisory and shall not be binding in any way on the Architectural Committee's decision. Exhibit "B" must be provided to the Committee to verify that neighbors have been notified about the proposed improvements.

- a. Definitions: Facing Neighbor; Adjacent Neighbor, and Impacted Neighbor.
  - Facing Neighbor:* means the three (3) units most directly across from the unit
  - Adjacent Neighbor:* means all units adjacent to the unit in question.
  - Impacted Neighbor:* means all units in the immediate surrounding area which would be affected by the construction of the proposed improvement.
- b. Improvements Requiring Notification

Any exterior improvements that may impact the neighbors in the community.

3. APPLICATION FEES

The Committee may require additional fees from an Owner to cover the cost of hiring an architect or other consultant(s) as needed to evaluate any proposed improvement.

**C. COMMITTEE APPROVAL**

The Architectural Committee will review and respond to all plans submitted within forty-five (45) days after receipt by the Committee of all materials required by the Committee. **PLEASE NOTE THAT NO WORK MAY BEGIN PRIOR TO WRITTEN APPROVAL FROM THE COMMITTEE.**

This Committee shall not be responsible for reviewing, nor shall any plan or design be given final approval on the basis of structural safety and conformance with building or other codes. Any approved improvements are to be constructed on the applicant's property only. Approval of proposed improvements does not constitute nor should approval be understood or taken as: A warranty or guarantee of any kind as permission to violate any law; Permission to violate any provision of the CC&Rs, Bylaws, Rules and Regulations of Vista del Cañon; Permission to build upon property not owned by the applicant; or Permission to violate or interfere with any easement on or across the Association's common lot(s).

Additionally, the approval of the Committee of any submissions for any work done, or proposed to be done, or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent of any proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

**D. GENERAL CONSTRUCTION NOTES**

1. When construction work requires the use of adjoining property, the applicant shall obtain written permission from the adjoining property owner. A copy of this letter shall be filed with the request for architectural approval.
2. All work must be performed in a manner consistent with the standards of general dwelling construction. All work considered to be of an unsightly finished nature or of lesser quality than the prevailing community standards shall be reworked to an acceptable appearance at the applicant's expense.
3. All construction, alterations, or other work shall be performed promptly, in workmanlike manner, and shall be completed as designated by the Committee with a NOTICE OF COMPLETION filed with the Committee (Exhibit C).
4. Each Homeowner is responsible for the clean-up of all construction debris, as well as for any damage to any common areas.
5. Owners are responsible for restoring damaged common area to its original condition.

**E. NOTICE OF COMPLETION**

All construction, alteration, or other work shall begin within thirty (30) days after Committee approval and be performed as diligently as possible, and shall be completed within one hundred eighty (180) days after the date on which the work commenced.

Upon completion of any work of Improvement for which approval has been given by the Committee, the Owner shall submit written Notice of Completion (see Exhibit C) to the Committee within thirty (30) days. Within sixty (60) days after the receipt of such notice, a representative of the Committee may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within a 60-day period following inspection and require the Owner to correct such noncompliance.

If upon the expiration of sixty (60) days from the date of notification the Owner has failed to remedy the noncompliance, the Committee shall notify the Board of Directors in writing of such failure. After affording such Owner notice and hearing, the Board shall determine whether there is a noncompliance pursuant to Article IV of the CC&Rs and, if so, the nature thereof and the estimated cost of correcting or removing the same. If the Board determines a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner, or the Board may levy a Special Assessment against such Owner for the costs of removing or remedying such noncompliance.

**F. VARIANCE**

The Committee may authorize variances from compliance with any architectural provisions contained in the CC&Rs or Guidelines for Tract 44328, including, without limitation, restrictions upon height, size, floor area, or placement of structures, or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require such variances. The granting of a variance must be evidenced in writing, must be signed by at least a majority of the members of the Committee, must be approved by the Board of Directors, and shall become effective upon Board approval and recordation in the office of the Los Angeles County Recorder. After Declarant has lost the right to appoint a majority of the members of the Committee, the Board must approve any variance recommended by the Committee before any such variance shall become effective.

**VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**ARCHITECTURAL STANDARDS AND MATERIALS**

**A. LANDSCAPING**

Landscaping can be effectively used to accent entryways, define space, create “soft” privacy screens, and reduce the visual impact of fences. Since landscaping is a design element, owners should give the same consideration to relationships between the Owner’s unit and to the adjacent units as apply to other elements.

If the Board determines the plantings are detrimental, Owners may be required to abate the problem at their own expense.

1. All plantings by an Owner in patios and decks shall remain aesthetically consistent with the design and plan of the community.
2. Planters are permitted on patios and decks. Materials used shall conform to type, quality, character, and detailing established in existing dwellings.

**B. DRAINAGE**

No Owner shall make modifications to the existing drainage pattern on patios and decks. This includes any modification to any type of surface materials, excluding those installed as part of the original construction.

**C. MISCELLANEOUS**

1. Athletic Equipment: No permanent basketball net, post of any kind, or any stationary equipment shall be erected or attached to the dwelling structures or affixed to the ground.
2. Antennae and/or Wires: Please refer to “Satellite Dish and Antennae Policy” section for more information.
3. Exposed Equipment: No water softeners, air conditioners, or other such equipment shall be exposed to public view without the approval of the Committee, other than installed by the original Declarant.
4. Glass Tinting: Glass tinting requests will be considered by the Committee. However, mirror finishes will not be approved.
5. Unit Numbers: All unit letters and building numbers shall remain uniform. Any repairs or replacements shall be made and maintained by the Vista del Cañon HOA, not the individual homeowner.
6. Painting: Exterior may be repainted only by the Vista del Cañon HOA. Requests must be submitted to the property management company in writing.
7. Window Covers: Windows can be covered only by draperies, shades, blinds, or shutters, and cannot be covered by paint, foil, cardboard, sheets, plywood, or other materials deemed inappropriate by the Vista del Cañon Board of Directors.
8. Entryway/Breezeway: Items in the entryways/breezeways must not block traffic or otherwise create a nuisance and/or hazard.

9. Ledges: No objects (including plants, planters, pottery, ashtrays, beverage containers, etc.) shall be placed on or attached to balcony or patio ledges, railings, walls, etc., or on a dwelling structure, nor placed anywhere in such a manner as to damage property and/or create a hazard.
10. Decks: The surface of the patios and balcony decks shall not be modified with any type of materials without the prior approval of the Vista del Cañon Board of Directors. Maintenance of balcony deck surfaces is the responsibility of the homeowner, and not the Vista del Cañon HOA.
11. Screen Doors: No screen doors shall be allowed on front doors. All other screens must remain in their frames, and be maintained in like-new condition by owners.
12. Gate Covers: Coverings for patio gates are allowed, but must be purchased and installed by the Vista del Canon HOA. The homeowner must reimburse the Association for the cost. Requests must be submitted to the property management company in writing.

**VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**A PLANNED COMMUNITY**  
**RULES AND REGULATIONS**

The Community Association offers many advantages to the home buyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on Owners.

The purpose of Tract 44328 Homeowners Association is to ensure that the common area amenities will be maintained in an attractive manner and will be available for the enjoyment of all residents. Your automatic ownership in the Association provides an ownership base to share in the future costs of operating the facilities.

The attached Rules and Regulations and Policies have been developed to provide each resident with the greatest enjoyment of the facilities, without infringing on other residents and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations supplement the CC&Rs, they do not cover the entirety of the document. Therefore, please be sure to carefully read the Rules and Regulations in conjunction with the CC&Rs.

All Rules or Policies (and any associated fees) are subject to change as the Board deems prudent and necessary. Residents will be notified of such changes in accordance with the Association's governing documents and applicable law.

**VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**DELINQUENCY POLICY**  
**ADOPTED BY THE BOARD OF DIRECTORS**

1. In the event an assessment is not received within fifteen (15) days after the original due date, the management company will send a delinquency letter to the Owner, and a late fee in the amount of 10% of the monthly dues is charged to the Owner's account.
2. If payment is not received within forty-five (45) days after the original due date, the management company will send a "pay or lien" letter to the Owner, by certified mail, demanding immediate payment and stating that a Notice of Assessment (lien) will be recorded if the payment is not received within thirty-five (35) days from the date of the letter, and includes a Notice of Default.

The delinquent Owner is assessed \$44.00 for this Notice, and the Association shall invoice the Owner's account monthly. The Association shall recoup this expenditure when the Owner brings his/her account current.

3. If the payment is not received within seventy-five (75) days after its original due date, a lien will be recorded with the Los Angeles County Recorder's office. Just prior to the seventy-fifth (75th) day, a title search is completed so that the lien is ready for expeditious filing. The delinquent Owner's account is charged an amount equal to any legal fees incurred (minimum charge \$195), with the owner invoiced monthly, as noted above.
4. Should the Board decide to foreclose the lien, a Notice of Intent to Foreclose Lien will be sent to the Owner. The \$44 fee applies, as noted above.
5. The Board of Directors proceeds with foreclosure. The applicable fee is charged to the delinquent Owner's account, with the Association being charged at the front end for the cost/deposit involved, and with the owner being invoiced monthly, as noted above.

NOTE: THIS DELINQUENCY POLICY AND ANY RELATED FEES ARE SUBJECT TO CHANGE AS THE BOARD DEEMS PRUDENT AND NECESSARY. NOTIFICATION TO THE OWNERSHIP WILL ADHERE TO SPECIFIED LEGAL REQUIREMENTS.

**VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**COMMON PROPERTY RULES**

1. Speed limit is 15 MPH throughout the property.
2. Residents are prohibited from walking on (excluding grass), destroying, damaging, removing, or altering the landscaping in the common area, regardless of the condition of the planting.
3. Littering in the common areas (including cigarette and cigar butts, pet droppings, etc.) is prohibited.
4. Residents shall dispose of all trash, garbage, and other waste only by depositing the same into bins designated for such use by the Board of Directors. Trash containers and recycling bins must be kept in the resident's garage until the evening prior to, or the day of, pick-up, and must be put away on the same day as pick-up.
5. Wheeled toys (skateboards, roller skates/inline skates, tricycles, Big Wheels, bicycles, etc.) are to be ridden in the streets, not on the sidewalks. No wheeled toys may be ridden on the landscaping. Riders must obey all traffic regulations and should exercise extreme caution when riding in the complex, as visibility is limited. The use of a motorized off-road/recreational wheeled vehicle that is not registered with the DMV is prohibited within the complex limits.
6. No clothing, household fabrics, or other articles shall be hung, dried, or aired on any exterior portion of the property, including patios and balconies, so as to be visible from ground level.
7. Patios, balconies, and entranceways may not be used for storage. This would include, but not be limited to, bicycles, wheeled toys, trash containers, sports equipment, firewood, tools, appliances, shoes, toys, etc.
8. Noise from stereos, televisions, parties, etc., must be kept at a reasonable level twenty-four (24) hours a day. Noise must be kept to a minimum between the hours of 10:00 PM and 7:00 AM, seven (7) days a week, as mandated by State law. During these hours, please keep conversations in the common area at a low volume.
9. Holiday decorations are permitted in common area within your immediate unit side of sidewalk, provided such installation does not harm the building structure or landscaping. No electrical decorations may be placed in the common area. Exterior decorations may be placed no earlier than four (4) weeks before holiday, and all decorations must be removed within two (2) weeks of holiday's end.
10. Vines are allowed only on unattached trellises. They may not be allowed to grow and attach themselves to the structures.

**VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**TENANT RULES AND REGULATIONS**

1. Owners have the responsibility to inform their tenants and guests of the Declaration, Bylaws, and the Association's Rules and Regulations, and to ensure their compliance with these governing documents.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's unit in exchange for any sort of consideration, or at the sufferance of the homeowner.
3. Violations will be assessed against the Owner, even if the infraction is committed by a tenant or guest.
4. Each Owner shall have the right to lease his/her entire unit. However, Owners may not lease their units for a period less than thirty (30) days. No unit shall be leased for transient or hotel purposes.
5. All leases shall be subject in all respects to provisions of the Declarant, the Bylaws, and all Rules and Regulations adopted by the Board of Directors.
6. All leases must be in writing, and must include a clause which provides that any failure by Tenant to comply with the Declaration, Bylaws, and Association Rules and Regulations, shall be a default under the lease.
7. All Owners intending to lease their units shall promptly notify the property manager of the Association, in writing, of the names of all tenants and members of tenant's family occupying the unit, as well as the tenant's phone number(s), vehicle description, and license plate number, within ten (10) days prior to the date set for first occupancy by the lessee of the unit, and shall provide the property manager of the Association a complete copy of the lease. Failure to comply will result in a fine, as set forth in 6.0 Fines.

**VISTA DEL CAÑÓN - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**POOL/JACUZZI AND POOL/JACUZZI AREA RULES**

1. No glass objects are allowed in the pool or Jacuzzi areas.
2. Use of pool and Jacuzzi facilities, and common areas, is a privilege that is enjoyed by all Owners and Tenants. However, consideration of others, in regard to noise, is important. Therefore, **noise level is to be kept at a minimum at all times.**
3. If an Owner elects to rent or lease his/her unit, and gives the right of access to the Tenant, then the Owner relinquishes his/her access rights to these areas.
4. Children under the age of 14 are not allowed in the pool or Jacuzzi areas, unless accompanied by a responsible adult.
5. Conduct by anyone which deprives any other person's use of the pool, Jacuzzi, or common area is not allowed.
6. No soap, bath oils, or other such bathing items are allowed in the pool or the Jacuzzi's.
7. No diving is permitted into the pool or Jacuzzi's.
8. No running, pushing, or boisterous play is permitted.
9. The pool and Jacuzzi area hours are 6:00 AM to 10:00 PM.
10. Radio/stereo units will not be permitted without the use of earphones, so as not to annoy other people using these facilities or those who live in the surrounding units.
11. No pets (dogs, cats, etc.) are allowed in the pool or Jacuzzi areas.
12. Each unit is permitted two (2) guests in the pool/Jacuzzi areas. Guests must be accompanied by an adult resident at all times. Guests must furnish their own chairs, to allow sufficient seating for residents.
13. No personal property may be left or stored in these areas overnight.
14. Any person having any apparent skin disease, sore, or inflamed eyes, a cold, any nasal or ear discharge, or any communicable disease, may not use the pool or Jacuzzi areas.
15. Intoxication in these areas is prohibited.
16. No lifeguard is on duty, so the homeowner must assume full responsibility for self and guests.
17. The lending of pool keys is prohibited. Replacement keys are available from the Association's property management company, at a charge of \$50.00.
18. No wheeled devices, toys, inflatable mattresses, or flotation devices (other than swimming aids, such as water wings on children), are permitted in these areas.
19. No diapers are allowed in the pool or the Jacuzzi's, except those specifically designed for this purpose.
20. Bathing trunks or suits must be worn for swimming. "Cut-offs," outerwear, underwear, or similar inappropriate attire, is not permitted.

## VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION

### PARKING RULES

1. No parking of vehicles or placement of any other obstructions (including free-standing basketball hoops, skateboard ramps, etc.) are permitted in traffic lanes of driveways, fire lanes, red zones, in front of fire hydrants and gas meters, on landscaping, or in any manner to impede or prevent ready access to any door, gate, sidewalk, driveway, garage, entrance or exit.
2. No vehicle may be parked within the common property for more than seventy-two (72) consecutive hours.
3. Garage doors must be kept closed while unattended.
4. Vehicles shall not be stored, overhauled on the Community Common Area on any street within the Community for purposes of accomplishing repairs, nor shall repairs be conducted on any portion of the properties except in Owner's garage (i.e., the vehicle and all tools must remain inside the garage) with the garage door closed.
5. Commercial vehicles must be parked in the horseshoe area only. Commercial vehicles include both those with commercial logos, signs, etc. indicating commercial use; vehicles with visible commercial equipment and vehicles that exceed the length and/or width of a normal interior parking space.
6. Over-sized commercial vehicles may not be parked anywhere on the premises.
7. Only vehicles displaying valid parking permits may park in permit-restricted spaces during the designated hours, except that guests of residents having more than one guest at a time may park in permit spaces without permits after notifying the patrol service of makes, models and license numbers of the additional guests' vehicles each night.
8. No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence in the properties for either temporary or permanent purposes.
9. Soliciting car sales in common parking areas is prohibited.
10. All recreational vehicles must be parked and maintained off of the Association premises. Recreational vehicles are not allowed to be parked in common area parking, except that recreational vehicles are allowed in the common area for a period not longer than 2 hours in order to allow the Owners to pack and/or unpack their vehicle.
11. The Board shall have the authority to boot and/or tow, at the Owner's expense, any vehicle parked or stored in violation of this Section. The Board shall post such notices or signs within the common area as may be required by law to effectuate this provision.

NOTE: Please refer to the "Parking Policy and Regulations" for more information.

## VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION

### PET RULES

1. No more than a reasonable amount of usual and ordinary domestic pets (such as dogs, cats, or caged birds) may reside within an Owner's unit, so long as the same are not kept, bred, or raised for commercial purposes, or create a nuisance toward neighbors, or in any way conflict with Rule 5.0 of "Pet Rules."
2. Dogs are not allowed to be unattended in the common area. All dogs must be on a leash, held by a person capable of controlling it, at all times, when outside of the Owner's unit or patio.
3. Local County and/or municipal animal ordinances will be strictly enforced (i.e., licensing, vaccines, leash laws, etc.).
4. Owners must immediately remove their pets' excrement left anywhere on the common property, as well as in patios, balconies, and garages.
5. Excessive dog barking or other animal noise will be deemed a nuisance. Any pet causing or creating a nuisance, obnoxious odors, or unreasonable disturbance, shall be permanently removed from the property upon twenty (20) days' written notice from the Association. If the Board of Directors notifies an Owner that a pet must be removed pursuant hereto, and the Owner fails to do so in a timely fashion, the Association may: (i) obtain an injunction against the Owner, forcing such removal, and receive from such Owner all reasonable costs incurred in obtaining the injunction (including actual attorney fees); (ii) fine the Owner; and/or (iii) suspend the Owner's voting rights. If an Owner is fined pursuant hereto, such fine shall be deemed a Special Assessment, and collected from the Owner in the manner provided hereunder.
6. Each homeowner shall be liable to the Association for any damage to the common areas due to his/her pet(s). In addition, each Owner shall be absolutely liable to each and all remaining Owners, their families, servants, guests, tenants, and invitees for any damage to person(s) or property caused by any pets or other animals brought upon, kept upon, or in, the property by an Owner or by members of his/her family, guests, etc.

**VISTA DEL CAÑÓN - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**SIGNAGE RULES**

1. The only forms of "commercial" signs that may be displayed from a unit are those which advertise real estate for sale, lease or rent. Such signs must be displayed within a unit from the window, and not upon any portion of the common area. Such signs must be professionally lettered, and not exceed 18" x 24". Only one such sign may be displayed facing each exposure of the unit (e.g. north, south, east and west).

No other signs, posters, billboards, advertising devices, or other displays may be displayed from or on the property without the approval of the Board of Directors, except as provided for by law.

2. No sign may be affixed to the exterior walls of a unit.
3. Standard-sized metal security placards are deemed to be non-commercial signs under these rules and may be placed on posts in the common area flower beds immediately outside front door entrances.
4. Other signs not approved by the Association will be removed from the property at the Owner's expense.
5. Temporary signs, such as those celebrating special occasions, are permitted, subject only to approval by the Board of Directors, and these must be removed in a timely manner.

NOTE: All signs must conform to the requirements of all applicable governmental ordinances.

**VISTA DEL CAÑON - TRACT 44328 HOMEOWNERS ASSOCIATION**  
**ENFORCEMENT PROCEDURE**

**I. Discovery of Violation**

- A. Alleged violation of the Association's governing documents will be processed pursuant to Article XII of the Bylaws as outlined herein.
  
- B. In the event one or more Owners, the property manager, or a member of the Board of Directors reports a violation, the Board shall act as follows:
  - 1. Send a violation notice to the Owner stating the alleged violation, and the date by which the Owner must alleviate said violation. Notwithstanding the above, the Association may dispense with sending a violation notice where the violation is for a health and safety issue such as, but not limited to: items on balcony ledge, fire hazards, chemical spills, loose dogs, noxious fumes emanating from an owner's unit/garage, etc. In such instances, the Association may immediately levy a fine against the offending Owner, subject to the Owner's right to contest such fine at a hearing pursuant to Paragraph 2 below.
  - 2. After violation notice is mailed to the owner, if the violation is not corrected within the stated time, if applicable, or if the violation persists, a second notice will be sent to the owner by first class and/or certified mail, or personally delivered, informing the Owner of the scheduling of a hearing by the Board of Directors at least ten (10) days prior to the hearing. The hearing will be conducted for the Board to determine whether to issue a fine of \$50 - \$100 dollars per incident.
  - 3. The hearing will afford the Owner a reasonable opportunity to be heard, and shall be held before the Board in executive session. After hearing the owner, the owner will be excused, and the Board shall evaluate the evidence and make a determination.
  - 4. If, after the Board evaluates the evidence presented, the Board determines that the Owner is in violation of the Association's governing documents, the Board may: (a) pursue appropriate legal remedies against the Owner; (b) impose the fine; (c) correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs; (d) suspend the voting rights of the Owner and/or his pool or other recreational privileges; (e) boot and/or tow the owner's vehicles from the property, or, (f) a combination thereof.
  - 5. A notice of the Board's decision, even if no fine was imposed, will be sent to the owner no more than fifteen (15) days after the hearing.
  - 6. If, after these actions have been taken, the Owner's violation continues, or is not alleviated, the Board may take further actions as described in Paragraph 2. After a fine for a specific violation has been levied once, the next fine, and each fine thereafter, will be in the amount of \$50 - \$400 as the Board deems appropriate for the severity and persistence of the infraction.

**VISTA DEL CAÑÓN – TRACT 44328 HOMEOWNERS ASSOCIATION**  
**SATELLITE DISH AND ANTENNAE POLICY**

In accordance with an FCC ruling, satellite dishes are allowable in any condominium homeowners association. In simple language, the ruling states that an Association cannot forbid any homeowners from installing a satellite dish less than one (1) meter in diameter anywhere in their exclusive use common area patios or balconies, regardless of whether it is visible to other units or common areas.

However, to maintain the integrity and uniformity within our community, the FCC allows Associations leeway with regard to the installation and subsequent appearance of satellite dishes. Within these guidelines established by the FCC, please take note of the following conditions governing the installation of satellite dishes:

1. Satellite dishes are not to be installed anywhere in the common area, and are not to be affixed to any common area wall, patio/balcony floor, or the roof. They can be attached to your individual heating/air-conditioning unit on the roof.
2. Cables are not allowed to be visible from the outside of the unit. They must be properly installed and sealed through the exterior of the building to ensure there is not any water intrusion. This is necessary to protect the common area walls, which are the responsibility of the homeowners association.
3. Satellite dishes installed free-standing on exclusive use patio/balconies must be camouflaged as best as possible so as to obscure their view from other units or the common area without causing any interference with the signal strength reception (examples: foliage in pots; cover that does not extend above patio/balcony wall, and is the same color as exterior of building; etc.).
4. No television, radio, or other antennae shall be installed on the exterior of any unit or anywhere on the common area, other than installed as part of the original construction.

As the Association is not allowed to request prior approval for installation of a satellite dish in your unit or exclusive use area, we do request your cooperation ensuring that the integrity of the common walls is not compromised. Please be aware that if any damage is caused to the common walls or roof, as a result of the dish installation, the Owner of the unit will be responsible for the cost of the necessary repairs. The Association cannot accept the financial responsibility for the actions of a single homeowner.

The Board of Directors would like to strongly suggest that the satellite dish be attached to the heating/air-conditioning unit, located on the roof, to ensure best performance and uniformity.

We therefore respectfully request that the management company be notified in writing within thirty (30) days after completion of the installation of a satellite dish on your unit.