

PARKING NOTICE TO ALL RESIDENTS

Villa Tempra HOA

(a community association subject to CC&R's and By-laws. WWW.VILLATEMPRA.ORG)

Western Towing has been contracted to ensure your community's parking rules are enforced and to provide you with care-free parking access to your entitled parking area.

We encourage you and your guests to abide by your community's parking rules to avoid having your vehicle removed or to incur fines

Typical reasons vehicles are towed in communities: Blocking dumpsters, blocking access roads within the community, Parking in someone else's assigned parking space, Double parked, Visitor parking only, Expired Registration, Inoperable vehicles or Abandoned vehicles, no permit displayed.

If your vehicle is towed for a parking violation, the board members are not the people to call.

Please call (619) 297-8697 for information regarding your vehicle, or visit WWW.WESTERNTOWING.COM

Upon receipt of a notice of violation, a homeowner has the right to request a hearing with the board of directors pursuant to the Internal Dispute Resolution guidelines and procedures.

Parking Rules

- 1- All vehicles parked in any visitor spot must display a visitor permit on windshield. To obtain a permit, send email to villatempra@gmail.com. Currently the deposit for a permit is \$50, which will be returned if the permit is returned in good condition. Only one permit per unit is allowed. If more than one vehicle is displaying the same unit number, a \$750 fine will be assessed, and all visitor parking privileges will be suspended.
- 2- Visitor parking maybe used by vehicles belonging to residents starting on Sunday at midnight (Monday morning) until Thursday at midnight (Friday morning). Any resident vehicle parked in any visitor parking Friday-Sunday will be assessed a

fine, currently \$100 per day. Residents must register their vehicles with the HOA if requested.

- 3- All vehicles parked in any visitor spot, displaying a valid permit, must be moved to a new visitor spot every 24 hours. Failure to do so will incur a fine, currently \$100 per violation per day.
- 4- Parking in any fire lane for more than 15 minutes per day will incur a \$250 fine, which will increase if the violations continue. All vehicles are subject to towing for parking in the fire lane. This is especially important when parking in fire lane outside of the units.
- 5- Parking in the old playground area is prohibited even with a permit. Reminder that each unit owner owns 1/36th undivided interest in the common area, parking in a non-designated visitor spot is a violation of the common area apportionment and will incur a \$250 fine and be subject to towing.
- 6- No car washing is allowed in the driveways. You may clean vehicle using a water bucket so as to not waste water or do light maintenance of your vehicle in your assigned spot or in any visitor spot.

Approved by **Villa Tempra Board of Directors**

WARNING

PARKING VIOLATION
PRIVATE PROPERTY

DATE

LIC.

Unauthorized Vehicle

TOW AWAY

Authority: C.V.C. 22658a

Courtesy Notice of Western Towing

- RESERVED / ASSIGNED SPACE
- FIRE LANE / NO PARKING ZONE
- PERMIT PARKING ONLY
- TRESPASSING
- ABANDONED VEHICLE
- EXPIRED REGISTRATION TAGS
- OTHER

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September 19, 2001

Each Villa Tempra unit has two assigned parking spaces; one being the garage and the other being the one located in the common area that is identified by the unit address number painted on it. Since Villa Tempra townhouses have various address numbers duplicated, even though street names are different, there may be some confusion for new homeowners. All inquiries should be directed to Associated Professional Services during regular business hours - 299-6899.

The following is a list of traffic and parking rules and regulations composed by the Villa Tempra Board of Directors. These are to be adhered to by all homeowners, renters, and their visitors AT ALL TIMES.

1. The maximum speed permitted on the property is 5 mph.
2. All basic traffic rules and regulations of the state of California apply on the property.
3. Buses, trailers of any kind, moving vans, large trucks, tow trucks or heavy equipment of any kind will not be permitted to park, other than for loading or unloading, on the Villa Tempra property.
4. No debris or storage of any materials such as lumber, bricks, auto parts, etc., as well as unregistered or unmaintained vehicles, is permitted on the common area of the property. All inoperative vehicles will be towed at the owner's expense.
5. The drive-through areas, and especially those in front of the living units, are FIRE LANES and should be treated as such, with the following exceptions:

The vehicle's turn signal or emergency flashing lights must be turned on to indicate LOADING OR UNLOADING FOR A MAXIMUM OF 20 MINUTES. Violators will be subject to immediate towing without warning or a \$100 fine after receiving a warning letter from the Board of Directors.

Vehicles being washed must be attended to at all times and moved immediately when asked to.

6. Visitors' cars are not allowed to park in front of the units. Visitors' cars are to park in the visitor parking space with a visitor parking permit visible through the windshield so there will be no question of parking.

Each unit has a garage and one (1) assigned parking space. Each resident will receive two (2) individual visitor parking permits per household. Visitors' cars which cannot be accommodated in these areas, or if no empty space exists in the visitor parking area, must be parked off the complex.

Under no circumstances should any owner or resident park in the visitor parking spaces. Any owners or residents owning two or more vehicles must use their garage and assigned parking space, and any additional vehicle must be parked off the complex. Violation of this rule will result in the vehicle being towed at the owner's expense.

Any vehicle left in the visitor parking area for more than 72 hours could possibly be towed at the owner's expense.

7. All complaints of parking and moving violations should be submitted in writing to Associated Professional Services stating the time of day, date, location, and a description of the offending vehicle and the violation. A fine, to be assessed to the applicable homeowner or renter for identifiable and repeated violations, will be determined by the Villa Tempra Board of Directors at it's regular monthly meeting.
8. Verbal complaints will not be accepted by the Board of Directors on the street, at their residences or at their regular monthly meeting. All complaints will be referred through Associated Professional Services.
9. All "No Parking" signs posted throughout the Villa Tempra complex shall be respected and any red curbs are extensions of the no parking signs.
10. All handicapped parking spaces shall be respected. Any vehicle found parked illegally in the handicapped parking space will be immediately towed at the owner's expense.
11. All accidents occurring within the Villa Tempra complex should be reported to Associated Professional Services as soon as possible, but no later than 15 days after the accident.
12. Any assigned parking space is for the exclusive use of the homeowner to whom it is assigned. ALL violations will be towed.
13. All vehicles towed will be at the owner's expense. Villa Tempra Homeowners Association and its Board of Directors will not be held liable for any damages to any towed vehicle. A contractual agreement with a towing company with 24-hour service will be provided to curtail any blocking or double parking in the Villa Tempra complex.

Homeowners and residents are authorized by the Board of Directors to tow parking violators. It is not necessary to contact a Board member to call a towing company. You will be required to show proof of residency at Villa Tempra Homeowners Association to the tow truck driver.

14. No vehicle maintenance or servicing is permitted in the common areas, especially the parking areas and the drive-throughs, including but not limited to spray painting and sanding, lubricating, body work, oil changes, or tire changes.

15. These parking rules may be amended at any time by the Villa Tempra Board of Directors. They are effective immediately upon receipt by the homeowners, renters, and their visitors.
16. Any vehicles who have oil leaks and continue to leak on common area driveways will be subject to a \$25 fine plus clean up costs.
17. The Villa Tempra Board of Directors have the right to vote on eviction notices to renters who do not comply with the rules and regulations. Continued violations by renters will be just cause for Board members to initiate such action.
18. All children must be supervised by an adult in the playground area at all times. Only homeowners, renters, and their visitors are permitted in this area at any time.
19. The playing of ballgames in the drive-throughs of the complex, especially the throwing or kicking of play balls into building walls, garage doors and front doors, or onto the roofs, is not allowed, to avoid disturbing homeowners and renters and damaging the building and planting enclosure areas.

If a child is observed causing damage to any area of the property of the Villa Tempra Homeowners Association, it will be the sole responsibility of that parent for any and all costs to the Association for repairs, replacement and any other expenses incurred for the damage.

20. Holding parties in the drive-throughs of the complex, drinking alcoholic beverages in the drive-throughs, and rude and offensive behavior in the drive-throughs are not permitted. The Board of Directors will assess monetary penalties to unit owners whose tenants or guests exhibit this behavior.
21. Loud noises that disturb homeowners and tenants are not permitted, which includes the honking of vehicle horns to get the attention of a resident, the volume turned up to a disturbing level on home or vehicle music systems, visitors and homeowners coming and going at all hours of the night and producing extensive amounts of noise which disturbs other residents after 10 p.m., vehicle security alarms, power tools and other types of loud noise.

Homeowners and residents will be held responsible for the behavior of their guests visiting at Villa Tempra. The Board of Directors will assess monetary penalties to unit owners whose tenants or guests create an inordinate amount of any of the above types of noise. Please be considerate of other residents.

22. Homeowners and renters are responsible for upkeep of the planting enclosure area in front of their unit. Trimming of the shrubs and keeping the area free of weeds and debris is essential. A fee will be charged for those who do not wish to keep this area neat and clean.

Additionally, homeowners and renters are reminded to maintain the landscaped, exclusive use area behind their unit. In the event that an exclusive use area is not maintained, the Board will have the right to repair or maintain such area and assess the owner for charges incurred.

23. All dog owners are required to clean up any defecation left on the grounds of the complex by their pet.
24. Our trash pickup company will only pickup garbage that is bagged, tied and in the dumpster. They will not pickup large items of trash left outside the dumpster, such as Christmas trees, mattresses, furniture of any kind and appliances. Special arrangements must be made with the trash pickup company for these large trash items, resulting in extra charges for additional pickups being paid for by all homeowners rather than just the person responsible. Most establishments where the Christmas tree was purchased will, if taken back, recycle them at no charge to you.

Please make sure that garbage bags and individual pieces of trash go directly into the dumpster. Pick up any trash and garbage that falls to the ground to control the infestation of insects, rodents and other animals searching for food scraps. Children too small to handle garbage should not be sent out to put garbage bags in the dumpster.

Anyone observed disposing of items, other than garbage and not placed in the dumpster, will be fined. Please take the time to bag and dispose of garbage correctly. We all want our complex looking great and we do want to keep our expenses down.

25. The Board of Directors is made up of volunteers. We are not paid for our services. We are not property managers, nor do we function in that role. Please do not bother the Board members at their residences. The monthly homeowners meetings are designed for such matters. Board members are to be called only in cases of emergency. All other suggestions, comments and complaints should be submitted in writing to the Board and mailed to Associated Professional Services, the management company.

It is expected that all homeowners and tenants act responsibly and courteously towards one another. If you are having a problem with a neighbor, please approach that person and try to resolve the difficulty among yourselves before bringing the problem to the Board's attention.

Although the Board will address matters involving Association violations, we will not act as mediators in resolving arguments and personal issues between neighbors.

The Board of Directors tries its best to act in the best interest of the Villa Tempra Homeowners Association and all its homeowners. We ask that you please extend this courtesy in return by abiding by the CC&Rs and Rules and Regulations of the Association and help do your part in maintaining Villa Tempra as a safe and pleasant neighborhood in which to live.

- 26. Complaint Procedures:** Complaint procedures have to be in writing. If called in to APS first, the charges from APS will be assessed against the unit owner. To file a complaint, write to:
Villa Tempura HOA, 1300 Villa Tempura HOA, Chula Vista, CA 91911
Or give your written complaint to any of the board members. 11/20/2010
- 27. Parking Issues:** It was unanimously approved to fine \$100 for parking in the fire lanes, outside the units for more than ½ hour. Notices and pictures will be provided to the violators as well as ample opportunity to comply. Visitor parking for residents is allowed only Monday-Thursday. Violators will be given a notice posted on the windshield a copy of which is incorporated by reference herein. 11/20/2010
- 28. Pets:** It was unanimously approved to fine violators for no-leash or loitering with \$100. Please be mindful of and respectful to your neighbors. 11/20/2010
- 29. Collection Policy** attached herein and incorporated by this reference and modified as follows:
- Late Fees:** As of 1/1/2012 the late fees for late payment after the 15th of the month will be 10% of the monthly amount (currently \$118) rounded down to the nearest dollar plus late processing charges as charged by which ever entity is doing the processing (currently APS).
- 30. Smoking On The Common Area:** There was a complaint filed that smokers throw their cigarette butts on the common area and also smoke outside their units, which causes inconvenience to other owners. We implemented a fine of no less than \$25 for smoking on the common area and for throwing the cigarette butts on the common grounds. 11/19/2011

VILLA TEMPRA HOMEOWNERS ASSOC.

Collection Policy

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Timely payment of regular and special assessment is of critical importance to the Association. A member's failure to pay monthly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations. Therefore the Board of Directors has enacted the following policies and procedures concerning the collection of delinquent assessment accounts:

1. Assessment Due Date:

All regular assessments shall be due and payable on the first day of each month. Special assessments shall be due and payable on the due date specified in the notice imposing the assessment. Regular and special assessments shall be delinquent if not paid within 15 days after they became due.

2. Late Fees:

If any installment of a regular assessment, or payment of a special assessment, is not made within 15 days after it has become due, a late payment in the amount of \$10.00 shall be imposed and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association incurs in its efforts to collect the delinquent sums.

3. Interest Charges:

If an assessment payment is delinquent for more than 30 days, interest may be imposed on all sums due, including the delinquent assessment, collection charges, and late charges, at an annual percentage rate of 10%.

4. Lien Policy:

Prior to filing a lien for delinquent assessment, the Association or its agent shall send a warning letter, via certified mail, to the unit owner when the account is more than 60 days past due. If the delinquent account is not paid current within thirty (30) days, the Association or its agent may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessment, late charges, costs and reasonable attorney fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent owner's property. Before filing the lien, owners will be given a chance to submit a written request to "meet and confer" with the Board or request dispute resolution.

5. Enforcement of Lien:

If the delinquent account is not paid current after the filing of the lien, the Association may enforce the lien in any manner permitted by law, including but not limited to foreclosure or lawsuit for money damages. The association may begin foreclosure when the principle assessment amount exceeds \$1,800 or is more than 12 months delinquent.

VILLA TEMPRA HOMEOWNERS ASSOC.

Collection Policy

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6. Forclosure Costs:

If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled, by law and by the Declaration of Restrictions, to recover not only the amount in default, plus late charges, but also reasonable costs of collection, including trustee fees, title company charges, and attorney fees.

7. Reasonable Costs of Collection:

The Association is entitled to collect all of the following as reasonable costs of collection: interest, late fees, collection expenses, administration fees, attorney's fees, reimbursement assessments or any other amounts due to the Association.

8. Application of Payments:

Payments received on delinquent assessments will be applied to the owner's account as follows: payments shall be applied first to the principal delinquent balance. Only after the principle is paid in full shall any payments be applied to interest, late charges, collection expenses, administration fees, attorney fees, reimbursement assessments, or any other amount due to the Association which results in continued delinquencies.

9. Release of Lien:

As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorney fees, the attorney will prepare a Release of Lien which will be recorded in the County Recorder's office of the county in which the lien was recorded. (If payment is made by personal check, the request for the lien release is subject to a waiting period of 10-12 days for the check to clear. No waiting period applies to payments made in cash, cashier's check or money order.)

10. No Waiver:

Failure of the Association to strictly enforce this policy is not a waiver of its right to collect delinquent sums.



Visitor Parking Violation

- 1__ Visitor parking is for guests only, you are a resident
- 2__ Visitors must remain in the premises while parked in a visitor spot, owner left
- 3__ Vehicle left in visitor parking for more than 24 hours without moving
- 4__ Vehicle parked in the playground area without a visitor permit
- 5__ Vehicle left in the playground area for over 24 hours consecutively
- 6__ Vehicle parked in handicap spot without a vehicle permit
- 7__ The handicap visitor spot is only for temporary short term parking not overnight
- 8__ Other

NUMBER OF ACCUMULATED VIOLATIONS _____

You are violating and abusing your parking privileges.

Your vehicle will be towed if you continue to violate the rules, you could loose your parking privileges as well as be subject to fines.

Please be considerate and respectful to your neighbors.

Villa Tempra Homeowners & Board of Directors

Permit Number _____ Unit _____

Posted Time: _____ Date: _____

Vehicle Description: _____

**Villa Tempra Homeowners Association
NOTICE OF VIOLATION**

Front Entrance does not have plant

DATE:

Unit:

Dear Resident of Villa Tempra:

You are required by the Declaration of Covenants, Conditions and Restrictions article 8 to have a living plant growing in the front entrance planter of your unit.

You choose what type of plant but at the same time you are responsible for the upkeep and maintenance.

You have 15 days from the date of receipt of this notice to correct the situation. If after the deadline you have not corrected the violation, you will be fined \$25 per day until you correct the violation!

Your collaboration is appreciated.

Yours truly,

Villa Tempra Board of Directors