
CASTA DEL SOL HOMEOWNERS ASSOCIATION OFFICIAL INFORMATION & RULE BOOK 2022

PLEASE NOTE

All members, residents, family members and guests use the Casta del Sol facilities and Common Areas at their own risk. The Association assumes no responsibility for injury or accidents to persons, or damage and/or loss of property while using facilities or Common Areas operated by the Association. Owners are responsible for all activity of guests/tenants and should inform them of Casta del Sol Rules and Regulations. To enter all association facilities, guests must be accompanied by a resident at all times and be 18 years of age or older.

It is not the intent of the Association that this Rule Book contains all of the Casta del Sol Homeowners Association Rules and Regulations. The Rules, Regulations and Policies contained within this Rule Book are excerpts and reflect only a part of the duties and responsibilities of members, residents and the Association.

Please familiarize yourself with the listed Rules and the Casta del Sol Governing Documents. Failure to do so may result in you being in violation of a Rule which could then result in a fine being levied and/or loss of privileges in accordance with the Association's current Fine Schedule as approved by the Board of Directors.

Hours of operation, Policies, Rules and Regulations and Covid-19 rules and guidelines are subject to change by the Board of Directors.

INDEX

Important Association Phone Numbers.....	3
COVID-19 Rules.....	5
Earthquake & Disaster Preparedness	6
Safety Tips.....	7
Board of Directors and Volunteer Committee Chairs	9
Activities	10
Clubs.....	11
Management Information.....	11
Statement of General Policy.....	12
Enforcement of Rules.....	13
General Rules, Regulations and Information	13
Age Restrictions, Guests/Vendors.....	14
Signs/Soliciting	14
Miscellaneous.....	15
Leasing	16
Pet Rules.....	19
CC&R Provisions / Important Information	20
Architectural.....	21
Architectural Approval.....	21
Exterior Maintenance	23
Owner/Contractor Instructions	24
What's Subject to Approval	25
Budget and Finance: Assessment, Budget and Reserves	26
Casta Courier	30
Election Operating Rules.....	34
Facilities	39
Greenbelt	40
Insurance	49
Library.....	50
Recreation.....	51
Social	56
Traffic.....	57
Entry	58
Vehicle Operation.....	62
Parking.....	63
Towing.....	67
Miscellaneous	67
Travel.....	68
Welcome.....	69
Fine Schedule	69

CASTA DEL SOL

HOMEOWNERS ASSOCIATION DIRECTORY 2022 EDITION

REGIONAL TELEPHONE NUMBERS

EMERGENCIES: Sheriff/Police/Fire/Paramedics _____	911
NON-EMERGENCY POLICE DEPARTMENT , Mission Viejo _____	949-770-6011
Fire Department Orange County Business Office _____	714-573-6000
Highway Patrol, 24-HOUR NON-EMERGENCY _____	949-559-7833
Hoag Hospital Irvine _____	949-764-4624
Hoag Hospital Newport Beach _____	949-764-4624
Irvine Medical Center _____	714-456-7890
Kaiser Permanente Irvine _____	949-932-5000
Mission Hospital Regional Medical Center _____	949-364-1400
Saddleback Memorial Health Center _____	949-837-4500
Saint Joseph Hospital _____	714-633-9111
Adult Protective Services (24-HOUR HOTLINE) _____	800-451-5155
Mission Viejo Animal Services (report animal abuse) _____	949-499-1311

Recreation Center 1 Office _____ **949-455-4681**

Office Business Hours: Weekdays 8:00 am – 5:00 pm

Recreation Center Hours: May-Oct: Mon-Sun, 8:00 am – 10:00 pm

Nov-Apr: Mon-Fri, 8:00 am – 10:00 pm; Sat & Sun, 8:00 am – 8:00 pm

Recreation Center 2 Pool Hours: Mon-Sun 7:00 am – 10:00 pm,

Rec 2 Heritage Room Hours: Mon-Sun 8:00 am-10:00 pm

Casta del Sol Administrative Office – Fiesta Bldg. _____ **949-837-4073**

27651 Casta del Sol Drive, Mission Viejo 92692

Office Business Hours: Mon-Fri 8:00 am – 4:30 pm

Casta del Sol Website _____ www.castadelsol.com

Maintenance Services Supervisor _____ **949-215-1955**

Maintenance Coordinator _____ **949-455-4671**

Landscape Services Coordinator _____ **949-455-4672**

Landscape/Irrigation – Call Pac West Land Care (PWLC1) for all landscape and irrigation matters

Pac West Customer Service (PWLC1) – Mon-Fri 7:00 am – 3:30 pm _____ **949-583-2705**

Irrigation/Fallen Tree Emergency After-hours, PWLC _____ **1-800-464-7952**

Red Fire Ants/Mosquito, Orange County Vector Control _____ **949-654-2421**

Rabbits, PWLC _____ **949-583-2705**

Powerstone Property Management Home Office – 9060 Irvine Center Drive, Irvine, CA 92618

Billing Inquiries on Assessments: Mon-Fri 9:00 am - 5:00 pm _____ **949-535-4533**

Casta del Sol Traffic Control Supervisor _____ **949-837-7640**

Casta del Sol Entrance Gates:

Gate 1: Open 24 hrs. Casta del Sol Dr. /Marguerite Pkwy _____ **949-455-4674**

Guest RVs MUST enter through this gate only, and park at Rec. Ctr. 1 lower parking lot with permit.

Gate 2: Open 6:00 am – 10:00 pm Albeniz & Jeronimo _____ **949-455-4675**

Gate 3: Open 6:00 am – 10:00 pm Calle Azorin & Jeronimo _____ **949-455-4676**

Gate 4: Open 6:00 am – 10:00 pm Calle Azorin & Alicia Pkwy _____ **949-455-4677**

Members must call a gate or use the web portal to authorize entrance of guests and vendors.

Vendors and Contractors may only enter using Gates 1 & 2.

OTHER IMPORTANT PHONE NUMBERS

City of Mission Viejo		
City Hall, General Information _____		949-470-3000
Customer Service _____		949-470-8412
Animal Services _____		949-470-3045
Building Department _____		949-470-3054
Library _____		949-830-7100
Mission Viejo Police Services, Vacation Home Check _____		949-470-8433
Senior Dial-A-Taxi _____		949-470-3062
Consumer Affairs _____		800-952-5210
Department of Motor Vehicles		
Laguna Hills and San Clemente _____		800-777-0133
Elder Care Services (affordable housing options assistance) _____		800-848-1008
Health (Senior Information) _____		800-510-2020
Golf: Oso Creek Golf Course _____		949-470-4996
Lake Mission Viejo _____		949-770-1313
Meals on Wheels, Mission Viejo _____		949-470-3063
Medical Board of Southern California _____		800-633-2322
Medicare _____		800-633-4227
Mission Viejo Library _____		949-830-7100
Norman P. Murray Community & Senior Center		
24932 Veteran's Way, Mission Viejo _____		949-470-3062
Orange County Office on Aging _____		800-510-2020
Orange County Transportation Authority Access _____		877-628-2232
Orange County Vector Control _____		714-971-2421
Post Office, Mission Viejo _____		949-364-9606
Recycling Center _____		800-732-9253
Saddleback College		
Admissions _____		949-582-4555
Emeritus Dept. _____		949-582-4835
Social Security Administration _____		800-772-1213
Toxic Waste _____		714-834-6752
Veterans Administration, Regional Office, L.A. _____		800-827-1000
Atria del Sol _____		949-458-1176

UTILITY COMPANIES

Electricity/Street Lights _____	So. Calif. EDISON Co. _____	800-655-4555
Gas (natural) _____	So. Calif. GAS Co. _____	800-427-2200
Telephone/Cable _____	AT&T TELEPHONE _____	800-310-2355
	Billing Inquiries _____	800-891-1800
	COX Communications _____	949-240-1212
Trash WASTE MANAGEMENT _____		800-266-7551
<i>(Trash day is Wednesday, unless delayed one day due to the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Christmas, only if the holiday is on a weekday)</i>		
Water Santa Margarita Water District – Accounts _____		949-459-6420
	Customer Service _____	949-459-6400

COVID-19 Rules

Regarding Recreation/Common Area Use

1. Everyone using the Association facility and common areas are required to adhere to all the rules contained herein.
2. You or anyone in your household, may not use the common areas and recreation facilities if (i) you or anyone in your household have knowingly been in contact with someone afflicted with COVID-19, (ii) you or anyone in your household are experiencing a fever, sign of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms, ~~or~~ (iii) you believe that you or anyone in your household are likely to transmit or contract COVID-19 or any other communicable disease, or (iv) tested positive for COVID-19 within the permissible timeframe as directed by federal, state and county governments.
3. Residents are not permitted to move or rearrange any clubhouse furnishings.
4. Any portion of the facility that is closed (e.g., Gym, etc.) may not be accessed or used at any time. Any facility may be closed at any time, without notice. The Association may implement time slots on the busiest days to control the flow of users of the Association facilities so that the mandated safe social distance can be kept. Residents are required to respect the instructions of any Association agents relating to when the facility is open or closed, as well as any instructions pertaining to proper hygiene and social distance.
5. Guidelines for select amenities, (e.g., Tennis, Lawn Bowling, etc.) must be followed in all circumstances.
6. All federal, state, county and local requirements and guidelines for COVID-19 will be followed by the Association.

dwellingLive

1. Residents who would like to add guests to their gate list or make a reservation for community amenities need to fill out a form in the Recreation Center #1 Office to have their online dwellingLive account set up.
2. Once the form is received, the Recreation staff will enter the resident's information in the system. An email will be sent from dwellingLive with their login information and website to access their dwellingLive account.
3. Once a resident has logged into their dwellingLive account, the guest list can be reviewed and changed. They can also reserve community amenities.
4. Reservations for amenities can be made seven (7) days in advance but no less than 24 hours in advance.
5. Please make sure you review all the rules and guidelines that are listed on dwellingLive before making reservations to ensure you know if any changes have been made for making reservations.

Earthquake & Disaster Preparedness

Are you prepared? A disaster could occur at any moment!

INJURIES ARE COMMONLY CAUSED BY:

- Partial building collapse and flying glass from windows.
- Overturned furniture and appliances.
- Fire from broken gas lines.
- Power lines.
- Panic causing drastic actions.

WHAT YOU CAN DO BEFORE AN EARTHQUAKE OCCURS

- Prepare a go bag – see next page.
- Maintain a three (3) day supply of food and water.
- Tie down hot water tank.
- Place heavy objects on lower shelves.
- Anchor top-heavy objects.
- Hold home earthquake drills and develop family plan to reconnect.
- Learn how to turn off utilities and have special tools ready and available:
Electricity: Main switch at the meter.
Gas: Main valve at the meter.
Water: Valve at the front water hydrant.
- Take a first aid course and prepare first aid kit.
- Keep flashlight and extra batteries near bed and in car.
- Keep shoes and work gloves by bed and in car.
- Keep battery-operated radio at home.
- Discuss plans at home with family.

DURING AN EARTHQUAKE

- Remain calm & reassure others.
- Watch for falling objects.
- Stay away from windows.
- Get under a piece of furniture.
- If outdoors, stay in a clear area.

AFTER AN EARTHQUAKE

- Check for injuries to family and neighborhood.
- Tune in local radio station for information.
- Contact Orange County Red Cross for family information.
- Check for fires and fire hazards.
- Always wear shoes and use gloves.
- Avoid power lines and broken glass.
- Clean up hazardous or toxic materials.
- Check for gas leaks, **by smell only**.
- Only Turn off if leaking and **do not** turn back on!
- Check for water leaks.
- If there is a short circuit, shut off electricity.
- Don't use sewers if they are broken.
- Cook outdoors with charcoal or propane gas, **only if gas is off**.
- Do not use telephone except for **genuine** emergency.
- Stay away from chimneys; they could be weakened!
- Check cupboards for objects falling from shelves – open slowly.
- **Don't spread rumors!**
- Be prepared for aftershocks.
- Obey emergency service orders.
- Stay out of damaged areas.
- Stay home and keep streets clear unless your home is severely damaged.

GRAB & GO BAG KIT

Well-padded labeled backpack or rolling cooler
Flashlight and batteries
CELL PHONE AND CHARGING CABLE
Keys, house and car
Cash - \$100 in small bills
GLASSES OR CONTACTS
Medicines and Supplies, E.g., oxygen, C-Pap, San items
LIST OF MEDICATIONS AND DOSES AND PHARMACY
Comfy shoes and socks
Comfy clothes, sweats, jacket, hat
Whistle
Pocket Knife or multi tool
EMERGENCY CONTACT LIST
PHOTO ID AND MEDICAL INSURANCE CARDS
Copies of above plus homeowner policy and Passport
Small first aid kit, gauze, tape, cling wrap, super glue
Plate, bowl, utensils, cup
Toothbrush, toothpaste, soap towel, grooming items
TP, wet wipes and hand sanitizer
Ziplock's and large plastic trash bags
Work or heavy latex gloves
Lightweight space blanket
Dust mask or face masks
Drinking water, straws
Snacks and food bars
Waterproof matches
Sharpie pen and pater
Hand crank can opener
Book or deck of cards

CAR KIT

Flares
Fire Extinguisher
Duct Tape
Jumper Cables
Work Gloves
Shoes
Flashlight and Batteries

PET

Food for 3 days
Medication for 3 days
Water
Bowl
Collar with ID/Photo
Leash/Harness
Carrier/Cage

Note: The above all cap's items are appropriate for a hospital admission in an emergency.

Safety Tips

Although Mission Viejo is known and rated as a safe city, it doesn't mean Casta del Sol isn't susceptible to crime. The Association works with the police and our roving patrol to try to identify any suspicious people. However, it is not foolproof, and residents must do their part.

Reminder: If you observe suspicious activity, please call 911 or the non-emergency police department number at 949-770-6011. If it is a non-emergency and you believe the Association's contracted patrol service should be notified, don't hesitate to contact the Association's patrol service's Post Commander at 949-837-7640. If it is after hours, contact Gate 1 at 949-455-4674 and they will send a patrol officer to your area. Also, Casta now has additional patrols on the weekend so when calling Gate 1 on the weekends, you should get a quick response!

Please read these recommended safety tips listed below to help reduce your chances of becoming a victim of crime:

1. Always lock windows and doors in both your vehicles and homes, even if you're only out for a few minutes; consider investing in window clamps or a wooden dowel for sliding doors.
2. Stop your mail and newspapers when going out of town.
3. When vacationing, be selective who you inform and make sure the person(s) are trustworthy.
4. Invest in a security system; if you own one, activate it.
5. Keep your garage doors closed.
6. Occasionally re-key the locks in your home.
7. Don't leave valuables out in the open; put them away in a safe place (consider using a safety deposit box at your local bank).

8. Even if you have a landline telephone, keep a charged mobile phone with you at all times.
9. Set lights to mimic living patterns, set indoor and outdoor lights on a timer.
10. Don't hide spare keys, leave with a trusted friend.
11. Always be aware of your surroundings; keep your eyes open for suspicious person(s); never hesitate to call 911.
12. Install a peephole in your front door and never open the door for someone you don't know.
13. Put your car keys beside your bed at night. If you hear someone trying to get into your house, press the panic button (if you have one), so your car alarm will sound.

Safety Disclaimer: Casta del Sol can never be crime-free. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their own neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the Association cannot and will not guarantee your security or safety. You should NOT rely on the Association to protect you from loss or harm. You should provide for your own security by keeping your doors locked; refusing to open your door to strangers; asking workers for identification; installing a security alarm or camera system; carrying insurance; etc. Please keep telephone numbers of emergency contact persons, medical services contacts, local pharmacy number, Police Department, and Fire Department services, readily available by your phone.

CASTA DEL SOL BOARD OF DIRECTORS

President	Randy Thompson*	949-916-1498
Vice President	Mary Kay Crowley*	949-581-2826
Secretary	Shelly Lethiot*	949-533-3316
Treasurer	Matt Loftus	949-458-7505
Director	Ricardo Gonzales*	949-441-2221
Director	Joe Hachadoorian	714-309-9885
Director	Marci Smith	949-394-9237

The Casta del Sol Homeowners Association is a California mutual benefit, non-profit corporation. It is governed by an elected Board of Directors who are all resident Owners. The Board of Directors are elected by the membership at the Annual Meeting held each year in June. Each Board member serves a two-year term, and the terms are staggered to provide continuity. Three directors are elected in odd-numbered years and four are elected in even-numbered years.

Other vital functions of the Association are those performed by Volunteer Resident Committees. The Board of Directors looks upon these very important people as extensions of the Board, and as such they have a critical role in the success of the Association. Residents are encouraged to become involved in the community by serving on a committee.

Questions for the Board of Directors, general complaints, comments on an agenda item or to speak during the homeowner's forum can be emailed to: CDSBODMTGS@gmail.com.

The Annual Meeting of the Members and Election of the Board of Directors is held in June of each year. Board members each serve a two-year term, which are staggered terms. Members with an asterisk (*) by their names will serve until June 2022.

VOLUNTEER RESIDENT COMMITTEES

Architectural

Chair _____ Vicki Slawson _____ 925-513-4956

Budget and Finance

Chair _____ Lisa Shoemaker _____ 949-305-6336

Vice-Chair _____ Pam Rhoades _____ 760-505-9094

Courier

Chair _____ Fran Morgan ____ 949-305-5547/fmorgan17@cox.net

Election

Chair _____ Bill Burfeind _____ 949-305-4260

Facilities Committee

Chair _____ Nancy Cunningham _____ 949-350-3562

Greenbelt

Chair _____ Jodie Trainer __ 949-836-6511/jodietrainer@hotmail.com

Inspector of Elections

_____ Barbara Harris _____ 949-837-0925

Insurance

Chair _____ Woody Girion _____ 310-944-4864

Library

Chair _____ Patricia Vitti _____ vittipatroy@gmail.com

Social

Chair _____ Amy Lake _____ 516-263-7941/arlake225@gmail.com

Traffic

Co-Chair _____ Lynn Yeazel _____ 949-582-0212/lyhdtv@gmail.com

Co-Chair _____ Elizabeth Wing _____ mewinghome@gmail.com

Travel

Chair _____ Bari Russell _____ 949-837-1847

Welcome

Chair _____ Priscilla Tripp _____ ptripp1@gmail.com

Reserve

Chair _____ Bill Swift _____ 949-600-6160

ACTIVITIES

Activities	Contact Person(s)	Phone No.
ARMDI	Lori Hobman	949-328-9397
Bunco (1st Tues.)	Connie Camponile	949-269-7880
Bunco (2nd Tues.)	Val Ricci	949-633-8827
Bunco (3rd Tues.)	June Anter	949-855-8044
	Bobbie McKay	949-206-0601
Card Club	Jean Van Derford	949-701-1030
Casta Creatives	Maribeth McFaul	949-466-8244
Crafts for Charity	Marlene Kazen	949-916-5044
	Jessica Hollowell	949-916-9399
Cribbage	Wayne Block	949-916-5387
	Joan Davis	949-786-6650
Democratic	Maria Gomez-Greenberg	714-310-6857
Golf Men's (Oso Creek)	Tom Driskell	949-916-4443
Hand & Foot (Mon. & Sat.)	Carol Kowalsky	949-916-4862
Hand & Foot (Wed.)	Lin Flynn	949-302-4503
	Jeri Nickolsen	949-282-3235
Mexican Train	Carol Kowalsky	949-916-4862
	Audrey Michaels	949-837-2826
Ping Pong	Dave Rickett	949-309-9035
Poker Ladies	Peggy Torrance	949-215-4325
Poker Ladies	Jeri Nickolsen	949-282-3235
Quilting	Victoria Crayne	949-587-1853
Singles Group	Mary Carlson	949-380-0744
Stampin Up	Barbara Harris	949-837-0925
Strummers	Joe Hart	949-939-1792
Texas Hold 'Em	Jack Kirkeby	949-855-6786

CLUBS

Clubs	Contact Person	Phone No.
Away Golf _____	Joyce Parlin _____	949-588-0337
_____	Jim Peterson _____	949-770-1253
Baby Boomers _____	Cathy Johnson _____	949-305-4705
Bible Study _____	Peter Filakouridis _____	949-305-1935
_____	Fred Schram _____	949-633-4803
Billiards _____	Fred Wilmott _____	949-367-6671
Bocce Ball _____	Carol Zinsmeister _____	949-305-9890
Bowling _____	Van Quinn _____	949-680-8403
Bridge (Mon. & Wed.- Party) _____	Michael Gormley _____	949-586-1948
Bridge (Dup. Tues.) _____	Tim McCoy _____	805-456-9266
Canine Companions _____	Fred Rowen _____	949-588-6241
Ceramics _____	Claudia Niell _____	714-743-0612
Chippers _____	Walter McCleary _____	949-697-1571
Fishing _____	Nick Morenc _____	949-588-6223
Health and Fitness _____	Barbara Notery _____	949-540-4083
Heritage Garden _____	Susan Delozier _____	949-768-5415
Italian-American _____	Jill Shwam _____	714-504-3997
Lapidary/Jewelry _____	Richard Banks _____	949-273-8205
Las Damas _____	Jill Shwam _____	949-504-3997
Lawn Bowling _____	Roman Swystun _____	818-669-9970
Mah Jongg Mavens _____	Jayne Freed _____	949-837-9099
Military Veterans _____	Kip Isbell _____	949-916-0632
Paddle Tennis _____	Patricia Jacobs _____	913-909-7393
Pickleball _____	Metty Thomason _____	714-325-3526
Pinochle _____	Wayne Block _____	949-916-5387
Republican _____	Karen Warren _____	949-716-6830
Scrabble _____	Barbara Kroe _____	949-305-3541
Shuffleboard _____	Bob Caywood _____	949-916-1972
Tennis _____	Lori Franklin _____	321-230-2082
Variety Club _____	Barbara Turino _____	949-858-7350
Vegetable Garden _____	Jeff Perrin _____	714-969-9666
Water Exercise _____	Carol Mason _____	619-540-0755
Woodworking _____	Steve Vallely _____	714-595-5766

MANAGEMENT INFORMATION

Daily operation and management of the Association is performed by Powerstone Property Management. Powerstone provides an on-site General Manager, off-site Accounting Staff, Human Resources Personnel, I.T. and other services. The Association's contract with Powerstone Property Management is funded through the monthly assessment.

In addition to the General Manager, the Board of Directors has created several staff positions to provide services for residents. Personnel who fill these positions are employees of Powerstone but work on-site at CdS.

The Powerstone onsite management staff is available during business hours Mon- Fri 8:00 am – 5:00 pm. Recreation staff is available seven days a week (during clubhouse hours).

MANAGEMENT STAFF

General Manager	Josh Hodosh, CMCA, AMS, PCAM
Executive Office Manager	Susan Wadsley
Sr. Administrative Services Coordinator	Tamara Csiszer
Administrative Coordinator	Tammy Robbins
Maintenance Services Supervisor	Ed Pedroncelli
Maintenance Coordinator	Donna Duhn
Landscape Services Coordinator	Bill Thornton
Recreation Director	Valerie Hanich
Recreation Services Coordinator	Evelyn Okura

Statement of General Policy

With full recognition of individual and collective property investments by Members of the Casta del Sol Homeowners Association, and the joy and serenity of living in this community, the Board of Directors has adopted and authorized distribution of these excerpts of the rules and regulations to the Casta del Sol residents. During the year, additional or revised rules and regulations may be adopted by the Board of Directors. As a result, this version of the rules is subject to changes. If you are not sure you have the latest version of the rules and regulations, please call the Administration office.

The overriding philosophy of this document is to establish guidelines and rules to preserve a quality lifestyle and provide continued maintenance of the community. The Board considers it essential that all Owners, tenants and other residents in the community be familiar with the adopted rules as well as in the “Restated Master Declaration of Covenants, Conditions and Restrictions of Casta del Sol” recorded in 2014 (“CC&Rs”) and the Casta del Sol “Restated By-Laws” (By-Laws) recorded in 2014. By California Statute, all residents are assumed to be familiar with the CC&Rs and rules even if they have not read them.

The terms and conditions set forth in the “Casta del Sol Homeowners Association Official Information & Rulebook” are binding upon all Owners, residents, occupants, co-occupants, lessees, tenants and their invited guests. Casta Owners/residents are held responsible for the compliance of their occupants, co-occupants, lessees, tenants, all guests and vendors. Owners leasing a residence must furnish a copy of the Association “Official Information & Rule Book”, By-Laws and CC&Rs to their tenants and notify them to follow all the Association Governing Documents. A copy of the Association “Official Information & Rule Book” is provided in the Casta del Sol phone book and on the www.castadelsol.com website. Owners and tenants should pay particular attention to the section of the Casta rules titled “Renting, Leasing or Non-Owner Occupants.”

Cooperation is needed in supporting the letter and the spirit of the rules and regulations which contribute significantly to the protection of the rights and privileges of everyone.

All rules, regulations, policies and procedures have been adopted pursuant to authority set forth in the CC&Rs of the Association, and have the same binding effect as if contained in the recorded restrictions. Management has been vested by the Board of Directors with implementation of adopted rules, regulations, policies and procedures, as have the resident committees.

ENFORCEMENT OF RULES

The Association does not provide personnel to oversee and enforce all rules and regulations of the HOA. Oversight and enforcement is encouraged by Association resident homeowner volunteers. Observed abuses of community rules and facilities should be brought to the offender's attention. He/she may not be aware that such a rule exists. A friendly reminder may painlessly correct the problem.

Otherwise, observed violations that can be supported should be promptly reported to the Management Office. The violation will be directed to the appropriate individual or committee for investigation, correction and/or enforcement where applicable.

Observed criminal activity, trespassing or vandalism should be reported to the City of Mission Viejo Police Department by dialing 911 **for emergencies only**. For information, business calls, or matters of a **non-emergency nature**, dial 949-770-6011.

It is each person's obligation to comply with the rules and also to encourage compliance from others. These rules were created for mutual cooperation and consideration, and are the key to a harmonious co-existence.

General Rules, Regulations and Information

All persons owning and/or residing in a residence at Casta del Sol must register with the Recreation Center 1 office and provide the appropriate paperwork.

Many rules and regulations appear in various sections of this directory. Additional rules are on file at the Management Offices, examples include but are not limited to: Recreation facilities use policy; Greenbelt rules & guidelines; Application for proposed planting in the foundation; Committee recommendation procedures; Document review policy; Assessment & billing collection policy; California Civil Code Section 51.3 "age restricted community"; Guidelines for Posting Information at Casta del Sol Recreation Facilities, and Cancellation policy.

Details of all policies may be reviewed by contacting the Management Office at Recreation Center 1.

AGE RESTRICTIONS

1. **Casta del Sol is an age-restricted community**, pursuant to Federal and State laws, including California Civil Code Section 51.3. **Residency by persons under 55 years of age is generally prohibited**. A complete explanation of Casta del Sol's residency restrictions are available to members, potential purchasers and lessees upon request from the

management offices. (Resolution on file at Management Office, with details of Federal and State requirements, including Civil Code Section 51.3)

- a. No person moving into Casta del Sol shall occupy, reside in, or use any dwelling unless one of the residents is 55 years of age (as the qualifying resident). The minimum age for a qualifying resident living in Casta del Sol is 55 years old.
 - b. Each co-resident, co-occupier, or co-user must be the spouse or cohabitant of the qualifying resident (as defined in California State law OR a person who resides with and provides PRIMARY PHYSICAL AND/OR ECONOMIC SUPPORT to the qualifying resident (as defined in Section 51.3(b), OR is a person who is at least 45 years of age, all of whom must be identified, qualified, and registered with the Association through the Recreation office prior to occupancy. *This definition is quite explicit. In most cases it prohibits children and grandchildren from living in the community on a temporary or permanent basis unless they are the primary financial and/or physical support of the resident; this support must be substantiated. In certain circumstances, disabled children or grandchildren of the qualifying resident may reside in Casta del Sol if they meet certain criteria set forth in Civil Code Section 54 (b); this categorization must be substantiated and authorized by Management.*
2. Guests of any age are permitted to stay at a resident's home on a temporary basis only. Temporary residency is defined as staying overnight (evening through the next morning). Residents are permitted to have an accumulative total of all temporary overnight guests for a **maximum** of sixty (60) days in any calendar year period.
 3. Residents are required to participate in the Age Verification Program every two years. Failure to do so, could result in the residents pre-authorized guest list being deleted/suspending transponder privileges, and/or further disciplinary action.

GUESTS/VENDORS

1. Members must call a gate or use the gate entry web site, <https://community.dwellingleive.com/castadelsol.aspx> to authorize entrance of guests and vendors. *See Traffic Section for more details.*
2. Guests must be accompanied by the sponsoring resident at all times when using any Casta del Sol facility.
3. The sponsoring resident is responsible for the conduct of all their guests and vendors. Guests and vendors must be made aware of the Casta del Sol rules, including all driving and parking regulations.
4. When guests are visiting, including minors, precautions must be taken to ensure their activities do not disturb neighbors or violate rules. *(Skateboarding, playing in the street, yelling, horseplay, climbing trees, loud music, etc., is not acceptable behavior within Casta del Sol.)*
5. Guests under 18 years of age are not allowed inside any recreational facility or meeting room, unless with a private party event that has been approved by the Board of Directors (see current policy in effect at Recreation Center 1 office).

SIGNS AND SOLICITING

1. The only signs or banners allowed in any Common Area are those posted by the Association and/or those approved by the Architectural Committee, and/or Board of Directors in accordance with State Civil Code 4710. Signs/posters provided by Casta del Sol clubs to advertise their events must conform to the "Recreation Posting Guidelines" available and be approved by the Recreation Director.

2. "Open House" signs are not permitted.
3. Real estate "For Sale" signs are permitted and can only be located in the foundation area of the home that is for sale and may not exceed 2ft. X 3ft. in total size. An additional attached sign may not exceed 4" x 10" in size. If there is a flyer box, it must be attached to the real estate sign. Post holes are not permitted. Real estate signs that are placed in the common area or lawn area will be removed and delivered to Recreation Center 1 for the agent to retrieve.
4. Display of any commercial or advertisers sign is not permitted within the perimeter of Casta del Sol, unless specific permission is granted by the Board of Directors. A contractor's sign may be displayed in a resident's foundation area while that individual contractor is working at that residence.
5. Solicitation of any kind whether for commercial, charity or political purpose is prohibited in Casta del Sol. The only solicitation permitted must be related to Association business and approved in advance by the Board. (Per resolution by the Board of Directors 12/14/90; re-affirmed on September 18, 2008.)
6. Residents may distribute information about common interest development living. Association elections, legislation, election to public office or the initiative, referendum, or recall processes, or other issues of concern to members and residents at reasonable hours and in a reasonable manner per Civil Code Section 4515(b)(5).
7. Distribution of advertising flyers and other commercial solicitation is a violation. Please report this to the Management Office.
8. Political signs are permitted during election cycles and may be displayed no more than forty-five (45) days before and five (5) days after the election date. Political signs are not permitted in the common areas. **Note:** all signage must comply with the dimensions as listed within Civil Code section 4710.

RECREATION CENTER 1 UPPER/LOWER PARKING LOT

In the Recreation Center 1 parking lot, you will see an upper lot/lower lot sign when you enter. The upper lot is suggested for residents who are going to the administration building or utilizing the Fiesta Room. The lower portion of the parking lot is where the Emeritus class students will be directed and is suggested for those residents utilizing the lower part of the Recreation Center, (e.g., pool, shuffleboard, etc.). Commercial vehicles cannot be parked overnight in the upper parking lot.

MISCELLANEOUS

1. No estate, garage or open house sales are allowed in Casta del Sol.
2. Garage doors left open for an extended period of time is prohibited.
3. Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, Management, its agents, its employees, volunteer committee members or vendors.
4. Car washing is allowed only if the vehicle is parked on the resident's driveway. To reduce water waste and run off, it is mandatory the hose used to wash the vehicle is fitted with a shut-off nozzle.

5. Barbequing in Common Areas is not permitted except at the Recreation Centers. Barbequing is considered to be a potential fire and safety hazard. The City ordinances prohibit the burning of wood or solid fuels in barbecues, fire pits, etc. Barbequing in any location cannot become a nuisance to others due to excessive prolonged smoke.
6. Barbequing is not permitted on residents' driveways.
7. Owners may request and consent to receive "Individual Notice" or "General Notice" from the Association by "Individual Delivery" by submitting their request by mail or email to the designated Association contact.
8. Owners of the Association are entitled to receive a copy of the membership list upon written request if the member provides a written request that states they want the list for a non-commercial, appropriate purpose which is reasonably related to his/her interest as a member of the Association. (Civil Code Section 5225) The Association must provide the membership list to the requester unless a member has notified the Association that the member does not want to share his/her name, property address and mailing address, and instead prefers to be contacted via the alternative method described in Corporations Code section 8330(c).
9. No hoarding, excessive clutter, collection of debris, flammable materials or unsightly articles are permitted on the exterior of a residence. Any excessive accumulation of materials which may constitute a nuisance, or which is unsightly, is a violation of the Association's CC&Rs. Any hoarding, nuisance or excessive accumulation which is reported will be investigated by the Association because of health, safety and fire concerns which are also a violation of the CC&Rs.
10. The Association may post notice for General Delivery on the Association's Common Area Bulletin Board and on the Association's Website.
11. Due to the implementation of California Senate Bill 1383 regarding organics recycling, The current trash vendor for Casta del Sol has outlined specific rules to be in compliance with the new law such as disposing of food scraps, lawn clippings in the green organics waste container without the use of trash bags including biodegradable or compostable. No trash bag is allowed by the trash vendor in this container. If the trash vendor fines a specific property in Casta del Sol for a violation of their rules regarding this law, that amount will be passed on to the resident of Casta del Sol plus an additional \$50.00 fine by the Association.

RENTING, LEASING OR NON-OWNER OCCUPANTS

In accordance with all Casta del Sol ("CdS" or "Association") Governing Documents, the CdS Board of Directors ("BOD") has delegated the general administration and tracking of residential property leasing to its Managing Agent ("Agent"). The BOD at its sole discretion and in accordance with the applicable Governing Documents, shall resolve all leasing rule controversies.

LEASING PERMIT AND LEASE ACTIVATION:

1. CC&Rs Section 4.03(c) requires all Property Owners ("Owners") to notify CdS of the lease of their property and to file a copy of the executed lease with CdS prior to occupancy of the property by a Lessee:
 - a. The notification of CdS is accomplished through the submission of a "Property Lease Activation Acknowledgment" form to Agent.
 - b. All residents must meet the CdS age restriction requirements.
 - c. Tenants must be properly registered with the Association in order to receive CdS identification cards and receive vehicle transponder stickers.
 - d. No Owner shall rent, lease or let all or any portion of his or her Residence for any period less than thirty (30) consecutive days.
 - e. Owners must register and have the ages of all occupants confirmed no more than 72 hours upon their move-in.

2. CC&Rs Section 4.03(d) Lease Prohibitions contains provisions to restrict the leasing of certain applicable properties to a limit of 20% of those applicable properties (“Leasing Restrictions”). This provision of this Section 4.03 (d) will be amended no later than July 1, 2022, to be consistent with current California law effective July 1, 2022, to provide for leasing of not more than 25% of the Lots. Effective July 1, 2022, the Association shall be enforcing the limit of 25% of the Lots on leasing in order to be in compliance with California law.
3. The Managing Agent is tasked with the tracking of all leased properties and the administration of the 25% Leasing Restrictions provisions, as directed by the BOD.
4. Those CdS Owners subject to the provisions of Section 4.03(d) who intend to lease property must first submit a Leasing Permit Application and receive a “Leasing Permit”. For those Owners subject to Section 4.03(d), only one (1) Leasing Permit shall be issued per Owner regardless of the number of Lots owned by that Owner. The Leasing Permit shall expire upon the happening of any of the events described in CC&Rs Section 4.03(d).
5. An ADU or JADU is not considered a rental if the Owner lives in the main residence. Accordingly, any residence with an ADU or JADU will be required to submit a lease application but will not be included in the 25% rental limitation.

LEASING PERMIT APPROVAL:

1. The Agent, as directed by the BOD, will review and approve or disapprove all Leasing Permit Applications, which review shall be consistent with the provisions of the Association’s Governing Documents.
2. Should an Owner desire to challenge any disapproval, that Owner can submit a written request to appeal that disapproval to the BOD. Any such appeal must be submitted within thirty (30) days from the date of the disapproval.
3. Leasing Permits Applications for those properties applicable to the 25% Leasing Restrictions [per CC&Rs Section 4.03(d)] are administered as follows:
 - a. The 25% Leasing Restrictions provisions provide for the submission and potential approval of a “Hardship Leasing Permit Application” should the original “Leasing Permit Application” be denied solely because no additional Leasing Permits are available due to the 25% level having been reached. Such Hardship Leasing Permit Application shall be submitted to the BOD. The BOD, or its designee (Agent), may approve or deny their application considering the factors set forth in CC&Rs Section 4.03(d).
 - b. A Hardship Leasing Permit shall be valid for a one-year term. An Owner may apply to CdS for a Hardship Leasing Permit renewal.
 - c. A Hardship Leasing Permit shall be automatically revoked if during the term of said Hardship Leasing Permit the Owner is approved for and receives a Leasing Permit.
 - d. Should a property subject to the 25% Leasing Restrictions be issued either a Leasing Permit or a Hardship Leasing Permit, the property must be leased within 120 days of the Leasing Permit approval date and a “Property Lease Activation Acknowledgment” form must be submitted to the Agent or the Leasing Permit shall expire.
 - e. Should a current lease agreement terminate for a property subject to the 25% Lease Restrictions, and no new “Property Lease Activation Acknowledgment” is filed within 120 days after the lease termination date, the Leasing Permit will be terminated. Should an Owner have legitimate reasons to require additional time beyond this 120-day requirement, they may apply to the BOD for an extension of this time limit.

WAITING LIST:

1. Eligible Owners who have been denied a Leasing Permit solely due to the 25% Leasing Restrictions being reached shall automatically be placed on a waiting list for a Leasing Permit on a first come first served basis. The next eligible Owner shall be issued a Leasing Permit, if they so desire, when less than twenty five percent (25%) of the Residences subject to the provision of Section 4.03(d) have not been issued a Leasing Permit.
2. The issuance of a Hardship Leasing Permit shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

3. Owners of multiple lots who wish to lease out more than one home, may apply to be on the waiting list to be considered if there are a sufficient number of available units to lease while remaining under the 25% cap. All other owners of only one home on the waiting list will be considered before those owners of multiple homes are considered.

RESPONSIBILITIES OF OWNER AND LESSEE:

1. These Leasing Rules and associated forms are subject and subordinate to the terms and provisions of the current CdS Governing Documents. The Lessee and each Co-occupant agree to comply with and be bound by the CdS Governing Documents. Lessee and each Co-occupant further acknowledge and agree that in the event of any alleged violation of the Governing Documents by the Lessee or any Co-occupant that the Owner shall be subject to a hearing before the BOD and may be assessed a monetary penalty or be the subject of other disciplinary action by CdS if the BOD determines that an actual violation of the Governing Documents has occurred, or if there is a breach of the Leasing Permit or the Property Lease Activation Acknowledgment.
2. The Owner is responsible for the conduct of all renters, lessee, and non-Owner occupants. Renters, lessee, and non-Owner occupants must be made aware of CdS rules, including all driving and parking violations.
3. Nothing contained herein shall relieve Owner of the performance of any obligation owed to CdS under the Governing Documents. Lessee shall not permit any visitor or guest of Lessee to violate any rules and regulations. If such violations occur, Owner shall be responsible for fees and/or penalties that may be assessed by the BOD.
4. It is Owner's responsibility to notify the Recreation Center 1 Office whenever a tenant moves out and ensure all ID Cards and vehicle transponder stickers are returned to Recreation Center 1 or be subject to applicable fees whenever Lessee terminates the lease and vacates the property.

ASSIGNMENT AND SUBLETTING:

1. Owner shall notify Association of any sublet of their property or any part thereof prior to the occupancy of the additional lessee and arrange for said additional lessee to attend all required new resident orientations and complete all registration documentation.
2. No Owner shall rent, lease or let all or any portion of his or her Residence for any period less than thirty (30) consecutive days.

SHORT TERM RENTALS:

1. Short term or vacation rentals are prohibited in the Association. No home may be leased for less than a 30-day minimum period.

NOTICES:

1. Any notice to Owner, Lessee, CdS, BOD or Agent shall be given by personal service or by first class mail, postage pre-paid, addressed to: Owner: at the address indicated on the Lease Permit Application or Property Lease Activation Acknowledgement form; to Lessee: at the property address; and to CdS, BOD or Agent at 27651 Casta del Sol Drive, Mission Viejo, California 92692.

ACCESSORY DWELLING UNITS (ADUS)

1. Per Civil Code Section 4751, the Association will allow accessory dwelling units (ADU) or junior accessory dwelling units (JADU) which meet the requirements of Government Code Sections 65852.2 and 65852.22, and City of Mission Viejo requirements, including the following reasonable standards adopted by the Association.
 - a. "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on the Owners' Lot with the existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the Owners' Lot. An accessory dwelling unit also includes an efficiency unit.

- b. “Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing building, either the garage or the Owner’s residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.
- c. “Efficiency unit” means an ADU with only one habitable room with a living area of not less than 220 square feet of floor area. An additional 100 square feet of floor area shall be provided for each occupant of such unit in excess of two. The unit shall be provided with a separate closet, a kitchen sink, cooking appliances and refrigeration facilities, each having a clear working space of not less than 30 inches in front. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower per Health and Safety Code Section 17958.1 and the International Building Code requirements (Government Code Section 65852.2).
- d. The minimum size of an ADU or JADU is 150 square feet. A maximum square footage requirement of 850 square feet for an attached or detached one-bedroom ADU and 1000 square feet for an ADU that provides more than one bedroom.
- e. The ADU/JADU must be located completely within the Owners’ Lot and cannot extend onto the Common Area.
- f. Only one ADU/JADU per Lot is permitted and shall be located on the rear half of the Owners Lot or in the garage.
- g. Height limit of 20 feet (one story) maximum is permitted.
- h. The design and architectural style of the ADU shall be compatible with the design of the main dwelling unit and surrounding residences in the Association in terms of scale, height, length, width, bulk and exterior treatment. Roof material must match existing and surrounding roof material. Paint colors must match the color of the existing residence. Garage doors must be left in place to preserve the existing architectural design of the residence.
- i. Any sale of the ADU or JADU separately from the primary residence on the Lot is prohibited.
- j. An ADU or JADU is not considered a rental if the Owner lives in the main residence. Accordingly, any residence with an ADU or JADU will be required to submit a lease application but will not be included in the 25% rental limitation.
- k. Owners must submit a complete architectural application detailing plans, required processing fees and must comply with all Architectural Guidelines. Any ADU/JADU modification, ranging from a simple room addition, to a major interior remodel or exterior modification will require a non-refundable application fee of five hundred dollars (\$500). Plus a deposit of \$1,500 to cover the cost to retain a consulting architect to review the ADU/JADU application. The amount for the review will vary between \$500-\$1,500, should the amount billed by the architect for their review be less than the deposit, the Association will refund the difference to the applicant.

PET AND ASSISTANCE ANIMAL RULES

1. **DEFINITION:** “pet” shall mean any domesticated bird, cat, dog, aquatic animal within an aquarium, or other animal as agreed to between the Association and the Owner. [Ref. Civil Code Section 4715, or any successor statute]
2. **NO COMMERCIAL OPERATION:** No pet shall be kept, bred, or used for any commercial purpose.
3. **FACILITY RESTRICTIONS*:** Other than assistance animals, support animals, and service dogs which have been approved in advance by the Association, no animals are permitted in the Association Buildings, or Recreation Facilities. At Recreation Center 1 this includes, but not limited to: the pool and spa areas, locker rooms, restrooms, meeting/game rooms, billiards room, lapidary room, exercise room, arts and craft/ceramics rooms, library, kitchen areas, shuffleboard pavilion, bocce ball court, and horseshoe courts. At Recreation Center 2 this includes, but not limited to: the pool and spa areas, locker rooms, restrooms, meeting/game rooms, lawn bowling green, kitchen and restrooms, tennis and paddle tennis courts, and vegetable garden. Pets may be on all non-enclosed grass areas and walking trails. At the Chipping Range, pets must not be allowed beyond the astro-turf hitting surface. In the Heritage Garden, pets must be restrained on a 6-foot leash to prevent them from leaving the provided pathways and harming any plants. Any exceptions must be previously discussed with Association staff.

4. **VISITING PETS*:** Visitors may bring within Casta del Sol only those pets which comply with the Association's definition of "pets" as listed in Rule #1 above or which are assistance animals, support animals, or service animals for which prior application and approval have been obtained from the Association.
5. **NO NUISANCE ALLOWED:** No pet shall be permitted to become a nuisance, or create any unreasonable disturbance, as determined solely by the Board of Directors. If a pet, in accordance with the Association's complaint and hearing procedures, has been determined to constitute a "nuisance", or if the cumulative assessed fines for violations of these pet rules have exceeded \$500, the Owner responsible for the pet will be subject to immediate legal action seeking the cessation of the nuisance activity, and such other relief that may be deemed necessary, including the removal of the pet, and, upon prevailing, that Owner will also be subject to the Association's reasonable attorney's fees and costs incurred in such legal action. The Board of Directors can, at any time, also elect to pursue a legal action, or other available civil legal remedies, seeking compliance with the Casta del Sol Governing Documents, notwithstanding any prior hearings and/or the amount of any fines that may have been imposed.
6. **DAMAGE RESPONSIBILITY:** Any person who owns, harbors, or otherwise provides custody for an aggressive animal shall be responsible for any damage or injury caused by that animal. Pet Owners, whether resident or guest, shall have sole liability for all damages claimed by any person harmed by such pet, and shall indemnify, hold harmless, and defend the Association from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.
7. **DOG AND CAT LIMITATIONS*:** No more than any combination of two (2) pets allowed per residence.
8. **COMMON AREA RESTRICTIONS*:** Pets, especially dogs and cats, must not be allowed to run free in any common area, and may not be tied or left unattended in any common area. When a pet is taken to and from the home, it must be restrained appropriately. The restraint must always provide physical control of the pet, and the person controlling the pet must be competent to exercise care, custody, and control over it. The person controlling the pet is responsible for picking up all droppings and depositing them in an appropriate waste container.

Refer to the "Pet Regulations" in the Fee Schedule printed at the end of these community pages. Please report stray animals to the Mission Viejo Animal Services by calling 949-470-3045. (The Association staff is not responsible for Animal Control.)

***ASSISTANCE ANIMALS:** The Association follows all applicable Federal and State laws concerning reasonable accommodations to persons with disabilities, including allowing assistance, support and service animals upon request and reliable verification. If you wish to request to be allowed to have an assistance animal for a resident or a guest, which include service animals, assistance animals and support animals, please submit a request to the Association's Management office. You may be requested to provide additional information regarding the disability and the need for the requested assistance animal.

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs)

1. The Department of Real Estate Regulations (DRE) and Civil Code Section 4525 requires sellers to provide purchasers of a home a copy of the current CC&Rs, Articles of Incorporation, By-Laws and Rules of the Association. A set may be obtained from the management office for a fee. The CC&Rs contain important information regarding the duties and obligations of members and that of the Association. Members are strongly encouraged to become familiar with its contents.

2. The CC&Rs, Section 3.09 and 6.06, contains provision for enforcement of all rules and regulations created by the Association. These sections provide for fines and/or suspension of Association privileges for violations. *See "Notice to Members of Monetary Penalties" included in these community pages.*

ARCHITECTURAL

INTRODUCTION

The Architectural Committee is established by a mandate of the CC&Rs. The Architectural Committee is responsible for the review and approval of all exterior architectural modifications made to the appearance of properties in Casta del Sol, based on the aesthetic aspects of the architectural design, materials, and features. Architectural Rules detailed in the current Architectural Standards & Guidelines (S&G) apply to all architectural exterior improvements and modifications. Please see Architectural Standards and Guidelines for specific details and requirements.

Written approval from the Architectural Committee is mandatory for improvements or modifications to all exterior features, buildings, structures, and/or objects. (See Obtaining Architectural Committee Approval below). Conformance with the Architectural rules is enforced by inspection and corrective action. Failure to submit an application may result in an immediate "Stop Work Notice" and/or Association fine.

The Architectural Committee does not inspect, approve or disapprove the structural integrity or safety of any building. The Owner has sole responsibility for obtaining applicable building permits.

OBTAINING ARCHITECTURAL APPROVAL

Written approval from the Architectural Committee is required prior to commencement of a project. Architectural Committee inspection/approval is required upon completion of project, failure to do so may result in an Association fine.

1. **"Architectural Application for Exterior Modifications"** – The Owner must complete the Application form for any exterior improvement or modification. "Application for Exterior Modifications" forms are available at the Recreation office.
2. Be prepared to provide the following:
 - Detailed written description of work is required along with details addressing any modification to current drainage.
 - A copy of your model floor plan with marked location(s) of proposed work/modification(s). Copies are available at the Recreation office.
 - Samples of material, color brochure(s), detail plan(s) provided by contractor, picture(s) of current proposed exterior location showing current conditions(s) prior to construction.
 - Owner should review Architectural Standards and Guidelines (S&G) and the HOA's CC&R's to ensure all requirements are met prior to submitting a completed application.
 - Copies of the Architectural Standards and Guidelines are located in Casta del Sol Official Homeowners Telephone Directory, Casta del Sol website and/or at Recreation Center 1.
 - The green completion notice must be returned to Recreation office, within two (2) weeks after completion of the project. Important; failure to comply with this requirement is a violation and will result in a \$50 fine.

- California Law (Govt. Code 4216) states the Owner and/or resident and/or his/her contractor must contact DigAlert at least two days before starting to dig. Call 811 or go to www.digalert.org.
3. **Fee** – A non-refundable fifty-dollar (\$50) application processing fee is required for any modification that is expected to cost the homeowner over one-thousand dollars (\$1,000). Upon submission of an application, a check may accompany the application, or the fee may be paid by credit card at Recreation Center 1 office. Any ADU/JADU modification, ranging from a simple room addition, to a major interior remodel or exterior modification will require a non-refundable application fee of five hundred dollars (\$500). Plus a deposit of \$1,500 to cover the cost to retain a consulting architect to review the ADU/JADU application. The amount for the review will vary between \$500-\$1,500, should the amount billed by the architect for their review be less than the deposit, the Association will refund the difference to the applicant.
 4. **Application Processing** – Application(s) are reviewed by the Architectural Committee on an ongoing basis and thorough preparation and submission of all required information by the applicant may shorten the approval time. The Architectural Committee may require up to 30 days to process an Architectural Application for Exterior Modification. Important: incomplete applications will not be reviewed and will be returned to the homeowner.
 5. **Approval** – After an ‘Architectural Application for Exterior Modification’ is approved the homeowner must post the yellow copy in a visible location (failure to comply is a violation and will result in a \$100 fine) such as the front window or front door, while work is in progress.
 6. **New Application** – A new “Architectural Application for Exterior Modification” must be filed if the project has not begun within 90 days.
 7. **Project Completion** – The approved project must be completed within 12 months, or approval expires and the owner must submit another application for approval prior to performing any further work.
 8. **Notice of Completion** – The green completion notice must be returned to the Recreation office within two (2) weeks after completion of a project. Important; failure to comply with this requirement is a violation and will result in a \$50 fine.
 9. **Final Inspection** – If you are not contacted by the Architectural Committee within 60 days after submitting the Notice of Completion to the Association, this means the project has been inspected and approved.
 10. **Denied Application** – Homeowners are notified of denied applications, in writing, within 30 days.
 11. **Variances** – A permanent or temporary variance allowing the homeowner a permanent or temporary exemption from a guideline in the S&G may be approved by the Committee. However, when the dwelling is sold or there is a transfer of deed, the temporary variance becomes invalid and the homeowner is responsible for all expenses to correct, restore, or remove the feature(s) to comply with the current S&G.

RECONSIDERATION PROCESS

If an application is denied by the Committee, a written notification is sent to the Owner within thirty (30) days. The applicant (Owner) is entitled to seek reconsideration by the Board of Directors (“BOD”). The Owner must submit a written request within thirty (30) days to the BOD for reconsideration and a hearing. The BOD will schedule the requested hearing to take place within forty-five (45) days from the date of the receipt of the written request from the Owner. The decision of the BOD will be made in writing within fifteen (15) days from the date of the hearing.

SELLING A HOME

Once an escrow has been opened, the Owner should instruct the escrow officer to contact Powerstone Property Management home office in Irvine for the information required to transfer ownership, (949) 716-3998.

A mandatory escrow inspection is performed by the Association before the sale of any dwelling in Casta del Sol. The inspection is limited to the exterior or the premises and is performed to determine if there have been any variances, unauthorized alterations, additions, or modifications that violate the current S&G and CC&R. Any visible violations will be documented and reported to the seller and buyer, through escrow, and the seller or buyer will be required to correct all noted violations. The Association's fee and fine schedule that may be imposed upon an Owner, resident, lessee or his/her guest(s) for uncorrected violations is included in these community pages at the end of the rules and regulations. If the violations are not corrected prior to the close of escrow, the buyer will become completely responsible for all corrections, repairs and other work needed in order to be compliant, including any outstanding fines, penalties and other charges by the Association resulting from the violations.

EXTERIOR MAINTENANCE

OWNER RESPONSIBILITIES REPAIR OR REPLACEMENT

1. Patio slabs, patio structures, patio roof covers, patio walls, and patio lattice.
2. Windows and sills, sliding doors and frames, screens, and custom exterior doors.
3. Awnings.
4. Individual (single) mailboxes installed by the homeowner.
5. Debris in rain gutters, downspouts, and tunnel drains.
6. The extermination and control of pests, such as birds, termites, rats, mice, bees, ants and other insects, etc. on the homeowner's property.
7. Roof repair and replacement.
8. Skylights, solar tubes, and solar panels.
9. Water and gas lines.
10. Driveway repair and replacement.
11. All fencing and gate repair and replacement.
12. Debris on patios, porches, side yards, and driveways.
13. Wood fascia, trim, flower boxes, planter shelves, and shutters.

14. Cracks in stucco or foundation.

ASSOCIATION RESPONSIBILITIES MAINTENANCE ONLY

The Association is responsible for the following:

1. Painting of dwelling exterior, garage door, entry door (excluding custom doors), and trim, which will be completed by the Association per the scheduled paint cycle.
2. All grouped and cluster mailboxes, and individual (single) mailboxes originally installed by the builder.
3. Casta del Sol common areas.

OWNER / CONTRACTOR RULES AND REGULATIONS ARE ENFORCED

1. The Owner is responsible for the conduct of the contractor.
2. Construction, repairs, etc. may not begin without prior written approval by the Architectural Committee.
3. Architectural Rules: *Standards and Guidelines* apply.
4. Noise – Construction noise created by either hand or power tools at any time may be found to be a nuisance. Exterior construction of any type is limited to:
 - Mon-Fri: 7:00 am - 6:00 pm
 - Sat: 8:30 am - 4:00 pm
 - Sun & Holiday: No exterior work is permitted except if there is an emergency. Only interior work which cannot be heard from the exterior of the residence is permitted.
5. Shrubs & trees – The Owner must notify Pac West Land Care (PWLC1) if shrubs or trees need service.
6. Sprinkler and/or irrigation systems – Modifications to sprinkler and/or irrigation systems required during construction, repairs, etc. must have prior approval and must be conducted by PWLC1.
7. Damage to common area – Restoration of damaged common area features due to construction is the responsibility of the Owner.
8. Irrigation lines – Restoration of damaged irrigation lines due to construction, repairs, etc. are the responsibility of the Owner, but the repairs must be conducted by PWLC1.
9. Cleanliness of Work Site – Excess soil and/or construction material must be removed and disposed of by the Owner or contractor on a daily basis. Site must be clean and free of debris at all times.
10. Debris - Never wash any materials or debris into the street.

CONTRACTOR ENTRY (Gates 1 & 2 Only)

1. Construction material – Construction materials are not permitted to be placed in the street, but new materials may be placed on the private driveway.

2. Entry – Residents must contact a gate to authorize access for their contractor; the gate will then issue a pass. Should the contractor require more than one day access, the resident should notify the Recreation office so they can authorize a 7-day pass.
3. Deliveries – All contractor/construction deliveries must be authorized by the Owner.
4. Casta del Sol speed limit – Do not exceed 25 MPH.
5. Minors, non-contractors & pets – Contractors may not bring non-contractor employees, including family members, minors or pets to the job site.
6. Recreation facilities – Contractors are not permitted to use recreational facilities.
7. Licensing – It is recommended that all contractors be licensed, bonded and insured.
8. Vendor/Service-Provider vehicle entry is only permitted at gates 1 & 2, with the exception of emergency services, manifest carriers (USPS, Fed Ex, UPS, DHL, etc.) and utility companies.

WHAT'S SUBJECT TO ASSOCIATION APPROVAL?

Generally, everything that can be seen on the outside of the home from any angle that is considered permanent (and some temporary installations). Specific guidelines are found in the Architectural Committee Standards and Guidelines available at the Recreation office, the Management office, on the website www.castadelsol.com, and included in these community pages found in the phone book. Examples of topics covered, but not limited to are as follows:

1. Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs)
2. Air Condition Units
3. Atrium – Roof covering
4. Antenna, Satellite Dish & Cable
5. Awnings – Placement, materials, color, size
6. Carpet/Floor Coverings – Placement on patio or porch
7. Doors – Entry door refinishing/replacement, screen door color, door addition, garage door replacement and/or color
8. Drains – Patio tunnel drain
9. Driveway – Materials and decorative coating
10. Dumpster – Location and permit
11. Exterior electrical features including EV charging stations and outlets
12. Fencing and/or Gate – Side yard location, height, materials, color and gates
13. Flowerpot and/or Container/Planter – Placement and materials
14. Fountains/Water Features – Placement and materials as well as electrical
15. Handrails
16. Holiday Decorations – Allowed time period
17. House Numbers
18. Irrigation Apparatus – Location of drip watering system
19. Landscape (e.g., patio structures, concrete slabs or pavers, drainage, water line relocation, and planting material, etc.)
20. Lattice – Placement, materials, height, and color

21. Lighting – Type and placement
22. Mailboxes installed by Owner
23. Paint – Color
24. Patio – Materials, placement, size, cover, wall, and decking
25. Rain Gutter and/or Downspout – Color and routing
26. Roofing – Material and color
27. Room Additions – For patio, atrium, or attic areas: location, exterior appearance, roof style, material, and window placement
28. Surveillance Cameras
29. Shutters
30. Skylight – Size and color
31. Solar Energy – Electric and water heater collector
32. Spa/Hot Tub – Placement
33. Sun Screens/Shades
34. Swale – Alteration or construction of concrete or natural swale, and requires Greenbelt Committee approval
35. Temporary Covering – Plastic, canvas, or similar material for emergency protection
36. Walkways/Extensions of Driveways/Paving stones
37. Water Outlets
38. Water Softener & Related Equipment – Location and concealment
39. Windows – Materials and placement of addition or replacement windows and coverings
40. Wrought Iron – Placement and height of a handrail, guardrail, banister, fence or gate
41. Home Color Schemes – Stucco and trim/siding

BUDGET, ASSESSMENT & RESERVES

ANNUAL OPERATING BUDGET

The fiscal year for the Association's budget is the calendar year from January to December. The annual budget is prepared jointly by the Budget and Finance Committee and Management, and is based on current costs, information supplied by committees, the Reserve Study Analyst, and historical data. This information is then thoroughly reviewed by the Board of Directors.

The Budget, adopted by the Board of Directors prior to the beginning of the new fiscal year, establishes the monthly assessment amount due by Owner and the planned operating expenses for that year. In November, each member is mailed a copy of the budget and related material in accordance with California's Corporation and Civil Code requirements.

Your payment of the monthly assessment provides funding for operation of the Casta del Sol Homeowners Association which includes, but is not limited to, common area facilities, limited cosmetic exterior maintenance to homes, landscaping of the common areas, maintenance and repair of the two recreation facilities, roads and other Association property, funding of reserves, recreation programs, etc.

MONTHLY ASSESSMENTS AND COLLECTION POLICY

Prompt payment of Assessments by all Owners is critical to the financial health of the Association, and to the enhancement of the property of our homes. Your Board of Directors takes very seriously its obligation under the "Declaration of Covenants, Conditions and Restrictions" (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The easiest and most reliable monthly assessment payment method is to arrange to have the monthly assessment automatically debited from the Owner's bank account. The authorization form can be obtained at the Association Office at Recreation Center 1. Alternately, either a coupon book or a monthly statement may be sent out by the Association. The coupon reflects the current month's assessment. If the Owner chooses to pay the monthly assessment using the coupon book, payments can be made by mail in the envelope provided with the coupon book, hand-delivered to the Management company's corporate office, or placed in the "Assessment Box" at Recreation Center 1. As a courtesy, the "assessment box" is located in the lobby of Recreation Center 1 until noon on the 8th day of each month. No postage is required for these hand-delivered payments. A copy of the complete Collection Policy is available upon request from the Management office at Recreation Center 1 and is also mailed with the yearly budget to all Owners.

The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code Section 5300 the following are the Association's assessment practices and policies:

1. Regular monthly assessments are due and payable on the first day of each month. Coupon books are sent for payment purposes at the end of each year to the billing address on record with the Association. A billing statement is sent in November for the December assessment payment. **It is the Owner of record's responsibility to pay each assessment in full each month regardless of the receipt of a coupon book or statement.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest, and the collection costs, including any attorney fees, are the personal obligation of the Owner of the property at the time the assessment or other sums are levied (Civil Code Section 5650(a)).
3. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten dollars (\$10.00) for each delinquent assessment per unit (Civil Code Section 5650(b)).
4. 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' fees, unless the Owner and the Association enter into an agreement providing for payments to be applied in a different manner. (Civil Code Section 5655(a)).
5. A first notice of past due assessment will be prepared and mailed on assessments not received within thirty (30) days of the stated due date. A thirty-dollar (\$30.00) charge for the late letter will be made against the delinquent members' account. Additionally, an interest charge at the rate of 12% per annum will be assessed against any outstanding balance including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If an assessment is not received within forty-five (45) days of the stated due date, the Association will send a pre-lien letter to the Owner as required by Civil Code Section 5660, by certified and first-class mail, to the Owner's last known mailing address provided to the Association advising of the delinquent status of the account and impending collection action. If the delinquent Owner has provided a written notice to the Association of a secondary address, all notices shall be also sent to that address. Otherwise, the unit address shall be deemed the correct address for all

purposes (Civil Code Section 4040(b)). The Owner will be charged a one hundred twenty-five dollar (\$125.00) fee for the pre-lien letter. The Owner will also be charged a thirty-five-dollar (\$35.00) fee for each title check requested and a fifty-dollar (\$50.00) fee for the resolution.

The pre-lien letter will include the following language:

- a. A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount.
 - b. A statement that the Owner of the separate interest has the right to inspect the Association records pursuant to Section 5205 of the Civil Code.
 - c. The following statement in 14-point boldface type, if printed, or in capital letters, if typed:
IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.
 - d. An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any. A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association.
 - e. The right to request a meeting with the Board of Directors as provided by paragraph 3 of subdivision (c) Section 5665.
 - f. The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program Article 2 (commencing with Section 5900) of Chapter 10.
(Civil Code Section 5660(a-f)).
 - g. The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 before the Association may initiate foreclosure against the Owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
 - h. The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 before the Association may initiate foreclosure against the Owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
7. If an Owner fails to pay the amounts set forth in the pre-lien within forty-five (45) days from the date of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the Owner's property (Civil Code Section 5675). The Owner will be charged a two-hundred fifty dollar (\$250.00) fee for the preparation of the lien, plus the cost of recordation.
 8. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure. The Owner will be charged two-hundred-fifty dollars (\$250.00) for preparing the matter to be sent to counsel.

9. Any Owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An Owner may also request to meet with the Board in executive session to discuss a payment plan. If the Owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of the date of the postmark of the pre-lien letter, then the Board shall meet with the Owner within forty-five (45) days of the postmark of the Owner's request, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the member (Civil Code Section 5665). The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
10. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
11. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
12. The delinquent Owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums (Civil Code Section 5650).
13. All charges listed herein are subject to change without notice.

Additional Provisions to Conform to Law

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting (Civil Code Section 5673).

The Association may not foreclose unless delinquent assessments are greater than one-thousand-eight-hundred dollars (\$1,800) or greater than twelve (12) months delinquent (Civil Code Section 5675).

Prior to commencing foreclosure, the Association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the Association's meet and confer program required by Civil Code Section 5900, et seq. and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 et seq. (Civil Code Section 5705).

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the Association without identification of the name of the individual (Civil Code Section 5705(c)).

All foreclosures shall be subject to a ninety (90) day right of redemption.

The Association may sue delinquent Owners personally or take a deed in lieu of foreclosure on account of delinquent assessments. (Civil Code Sections 5700(b) and 5720(b)). Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.

Fee and Penalty Procedures

The following charges may be assessed in accordance with the Association's Assessment and Billing Collection Policy:

Late Charge	\$10.00
Late Letter Fee	\$30.00
Pre-Lien Letter	\$125.00
Additional Pre-Lien Letters	\$75.00 each
Title Check Fee	\$35.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$250.00 + Recordation costs
Additional Lien Mailings	\$75.00 each
Lien Release	\$110.00 + Recordation costs
Payment Plan Admin. Fee Per Month	\$50.00
Attorney Package Preparation and Monthly Monitoring	\$250.00
Returned Check Fee	\$25.00

In addition to the above, if a matter is sent to counsel for legal action, or to a collection service for foreclosure or other action, the Owner will be responsible for any attorneys' fees and costs incurred by such action.

The mailing address for overnight payment of assessments is:

**Casta del Sol Homeowner Association, Inc.
C/O Powerstone Property Management
9060 Irvine Center Dr. #200
Irvine, CA 92618**

RESERVE POLICY

Casta del Sol's reserves are essentially restricted savings accounts, containing Association money to repair, restore, replace, maintain or improve major components that the Association is required to maintain. Until needed, reserve funds are invested in federally insured securities to earn money for the Association.

Current State Law requires an independent "Reserve Study" every three years with an annual review by the Board. The "Reserve Study" contains a listing of major components of the Association's assets and is an important tool for maintenance, repair and replacement of Association assets. Identification of total cash reserves currently set aside for this purpose is reflected each month on the financial statement.

A summary of the "Reserve Study" is sent to each member in November as part of the pro forma operating budget.

CASTA COURIER

The community's newsletter, *The Casta Courier*, is delivered to each home on or about the first of every month. *The Casta Courier* Committee, a volunteer group of residents, collects, creates, and edits articles and photos for publication. Volunteers also prepare the newsletter for delivery. The cost of publication and delivery is paid by advertising solicited by the publishing company.

The names, positions held, and email addresses of each committee member and of the Board liaison is listed in each monthly edition of the *Courier*.

The *Courier* Committee members and anyone interested in contributing material to the *Courier* for publication must adhere to the following guidelines.

SUBMITTING MATERIAL FOR PUBLICATION

A. Content

Except as restricted below, the *Courier* Committee may, but is not required to accept for publication any article, committee report, club/activity report, and opinion letter, that directly relates to governance, management, social or recreational activities within the community. The *Courier* Committee may also accept and publish articles of interest about Casta del Sol residents. The *Courier* Committee may accept for publication articles that provide information available to the general public, which the Committee believes would be of importance or interest to the Association's members.

B. Rules and Restrictions

B1. Articles, Committee Reports, Club/Activity Reports, Opinion Letters, Inserts, etc.

The following are not allowed within articles, committee reports, club/activity reports, opinion letters, inserts etc. by the *Courier* Committee and Board liaison:

1. Erroneous or potentially erroneous statements presented as facts or representations, which are likely to result in reader deception. The author may be required to provide substantiation of such claims as a condition of acceptance for publication.
2. Libelous statements or other statements personally injurious to a resident, other person or any group and/or their reputation.
3. Identification of a resident, other person or any group for the purpose of embarrassment, ridicule, or humiliation.
4. Editorializing by the *Courier* Committee members on either side of an issue.
5. Committee chairs explaining their position on important Association business within their Committee reports.
6. Obituaries of the type seen in general newspapers whether paid or unpaid. A short testimonial to an individual who provided a significant amount of work as a Casta del Sol volunteer over a lengthy period of time is allowed with liaison approval. The testimonial should concentrate on and recognize the Casta del Sol volunteer work. When a resident dies, the family may request to publish a thank-you note for all the support given.
7. Solicitation of support for legal action against the Association.
8. Statements contrary to the interests of the Association in any way.
9. Messages that describes or promotes the position, attributes, tenets or dogma of a religion. Two instances where

references to religion are allowed are as follows:

- a. A paid advertisement, flyer or insert submitted to the publisher is allowed if the message confines itself to the religious group or institution's place of worship, time of service, name of congregation leader, listing of events and/or similar information.
 - b. A religious group within Casta is allowed to report the group's speaker(s), titles of speeches, titles of passages being reviewed (no dogma, etc.), dates, time of meetings, and location.
10. Messages that promotes the political candidacy of an individual, the position or attributes of a political candidate or party, or in any way delivers a political message. Two instances where references to politics are allowed are as follows:
- a. A paid political advertisement, flyer or insert submitted to publisher is allowed if the message confines itself to promoting the positive virtues, position and ideas of that organization or candidate for office. The message must not be libelous, personally injurious, disparaging in nature against any other political party, group, candidate for office and/or person.
 - b. A political group within Casta is allowed to report the group's speaker(s) and meeting subject matter. The message must not be libelous, personally injurious, disparaging in nature against any political party, group, or candidate for office or person.
11. Paid political advertisements or flyers unless identified as such with the name and address of the sponsor included. These must be submitted directly to the publisher.
12. Solicitations for outside charitable organizations that are either not approved by the Board or deemed to serve questionable individual interests. The Board will review organizations individually. Donations of money and goods for CdS clubs and activities are allowed in the *Courier*.
13. Advertisements, unless submitted with a payment to the publisher. If the Board liaison is unsure whether the particular material violates the Association's publication policies, the liaison shall refer the material in question to the Board of Directors for further review and resolution. This may delay publication of the material.

B2. Additional Rules & Restrictions for Opinion Letters Only

Letters are the only forum the *Courier* may provide for the expression of residents' opinions.

1. Opinions expressed are solely those of the author, to identify something within Casta that needs attention, or to compliment or criticize actions in Casta. If an action or planned action is criticized, an alternative may be presented.
2. The Association accepts no responsibility for the content or accuracy of opinion letters. (*Exception: See item "B2-3" below*)
3. An editor's note may be published to explain or clarify a letter or to correct an error in information. Errors which are believed likely to result in reader misunderstanding may be deleted at the discretion of the editor or Board liaison. The author may be required to provide substantiation of claims made as a condition of acceptance for publication.
4. The author must include name, address, and phone number or email.
5. Letters must not exceed 200 words and must pertain directly to Casta del Sol matters.
6. No resident shall be permitted to have published more than one letter per issue and will be printed on a space available basis.
7. A response or rebuttal letter may be published in response to a previous letter.

8. All letters approved for publication may be edited for clarification with author approval. A response may be included from a committee chair, Board liaison, Board of Directors or outside expert. This response will be printed in the same issue as the letter or in the following issue.
9. The *Courier* Committee, Board of Directors and/or the Association are not responsible for accidental deletions or transcription errors.

B3. Additional Rules and Restrictions for Advertising, Flyers and Inserts of any Kind

Casta del Sol and the publisher adopted and will enforce the rules and restrictions in this document for advertising, flyers and inserts of any kind. Any policy conflict or concern will be resolved by the Board liaison, or if necessary, the Board of Directors.

Paid commercial advertisements are handled through the publisher. The publisher advises clients with the necessary information including, but not limited to submission dates and fees charged for advertising, flyers and inserts of any kind.

In addition, the publisher and the *Courier* Committee may accept Casta flyers for insertion in the *Courier* as defined below:

1. Committee announcements (example: membership meeting) - one flyer per calendar year may be included and requires approval by the committee liaison.
2. Club activities (example: social event) - one flyer per calendar year at club expense may be included and requires approval by the *Courier* Committee Chair.
3. Resident flyers must be approved by the committee Board liaison and paid for by the resident.
4. Board of Directors candidates may be allowed to insert flyers in the May or June issue at their own expense following approval by the Board liaison.
5. Inserts proposed by any committee, club, or group or individual within Casta shall first be submitted to the *Courier* committee for proofing before it is printed.
6. Final copy/copies of flyers should be delivered to the Recreation Center office prior to the stuffing day. Stuffing days are listed in the calendar section of the *Casta Courier*.

B4. Special Rules for Casta Committee Chair Reports

The Board of Directors requires that all Casta Committee Chair reports be approved by the Board liaison assigned to each Casta committee. Committee reports are to be sent to the appropriate liaison via e-mail. The liaison will read and approve the report by forwarding a final copy to the *Courier* Committee section editor. All reports must have liaison approval to be printed. Casta committees are to observe deadline dates published each month in the *Courier*. Requests for prospective committee members are allowed.

B5. Special Rules for Children's Photographs

Photographs of minor children may be published in The *Casta Courier* under the following terms and conditions:

1. An article including the photograph of minor children must be about an activity or special event by a community group within Casta del Sol.
2. Appropriate articles as well as the photographs of minor children may include the name of the Casta del Sol resident related to the child or children.
3. A short statement regarding the minor child or children may be included in the article relative to the activity or event, such as a contest.

4. Captions under each photograph may include the name of the child or children but must include the name of the related resident in the photograph.
5. A parent or guardian of the child or children must sign appropriate documentation accepting the inclusion of the minor child's photograph and name for the *Courier*. This also pertains to websites for the Association or associated with the publication of the *Courier*. This document is available from the *Courier* Committee Chair.
6. The signed copy of the appropriate documentation must be returned to the *Courier* Committee Chair and there will be a notation on the article.
7. An additional signed copy –will be sent to the Association's general manager for his/her files prior to publication.

ELECTION OPERATING RULES

Campaigning

If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election all candidates and Members advocating a point of view will be provided access. Equal access shall be provided to all candidates and Members advocating a point of view, including those not endorsed by the board, for purposes that are reasonably related to the election. The candidate or Member, and not the Association, is responsible for the content of campaigning materials.

Access to the Common Area meeting space or other Association amenities/systems will be provided during a campaign, at no cost, to all candidates and to all Members advocating a point of view for purposes reasonably related to the election/vote.

Association funds will not be used for campaign purposes in connection with any Association Board election. Funds of the Association shall not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. For the purposes of this section "campaign purposes" include, but are not limited to, the following:

1. Expressly advocating the election or defeat of any candidate that is on the Association election Secret Ballot.
2. Including the photograph or prominently featuring the name of any candidate on a communication from the association or its board, excepting the Secret Ballot and Secret Ballot materials, within 30 days of an election, provided that this is not a campaign purpose if the communication is one for which the law requires that equal access be provided to another candidate or advocate.

Board Member Qualifications

Directors and all candidates for director positions must meet the qualifications as currently permitted by California Civil Code for all future elections, as specified below:

1. Candidates and directors must be current Members and must have been a Member for at least one continuous year prior to becoming a candidate.
2. A candidate for a Board seat, and a director during their Board tenure, must be current in the payment of regular and special Assessments or at a minimum have entered into and be in compliance with a payment plan to become current in the payment of any assessment or other charges.
3. A candidate shall be disqualified from serving on the Board at the same time as another person who holds joint ownership in the same separate interest parcel.

4. A candidate for a seat, and a director during his/her Board tenure, shall be disqualified should the Association become aware of a past criminal conviction that would prevent the Association from securing insurance coverage or terminate the Association's existing insurance coverage.
5. Candidates and directors must meet all qualifications of the California Civil Code effective at the time, and as permitted by law and stated in the Association's Election Operating Rules.

Voting Qualifications

Each Member of record is entitled to vote. Members shall be entitled to cast one Secret Ballot for each Lot owned. The Owner of each Lot shall have the right to give one (1) vote to each candidate up to a maximum of the number of directors to be elected. For example, if four (4) directors are being elected, any four (4) candidates may be given no more than one (1) vote each. No cumulative voting is permitted.

Record dates for determining Members entitled to receive notice of the meeting and for determining Members entitled to vote at the meeting may be established in accordance with the *California Corporations Code*. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the Secret Ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only a parcel number is used. The Association shall permit members to verify the accuracy of their "individual information" at least 30 days before the Secret Ballots are distributed.

If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of the legal entity shall have the power to appoint a natural person to be the Member for voting purposes. If a natural person holds general power of attorney that allows that person to act regarding Association matters for an eligible Member they shall be eligible to receive that Member's Secret Ballot.

Nomination Procedures

The Association shall provide General Notice, or Individual Notice if requested by a Member, of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination.

Candidates who satisfy the eligibility requirements for election to the Board of Directors may become candidates by either (a) submitting a "Candidates Application" form (available from the management company) by the dates specified within item #2 on the Candidate Application, or (b) being nominated from the floor at the Annual or other Membership Meeting may be permitted (self-nominations from the floor are permitted). The candidate must be present to nominate himself/herself or have sent a written confirmation that he/she is willing to be a candidate and serve if elected.

Election by Acclamation

The Association will follow all procedures as then provided for in the Davis-Stirling Common Interest Development Act, ("Act") and the California Corporations Code for election of directors by acclamation, including disqualification of any candidates as well as directors who do not meet the qualifications provided for in these Election Rules and the Association's Governing Documents. The process for elections by acclamation will be considered by the Board when there are or likely may be the same number or fewer qualified candidates as there are board positions to be filled for an upcoming election of directors.

Opportunity for Internal Dispute Resolution ("IDR")

Any Candidate who is determined to not meet the "Board Member Qualifications" as provided within these Election Operating Rules will be provided with an opportunity to engage in Internal Dispute Resolution (IDR) with the Association pursuant to the procedures provided in the Association's IDR Policy and per Civil Code commencing with Section 5900.

Write-In Candidates/Nominations from the Floor

1. A candidate may be a write-in candidate and be nominated by himself/herself from the floor of the Annual or Special Meeting, under the procedures described in these Rules. Candidates who did not submit a written declaration of candidacy must be present at the Annual or Special Meeting and be nominated from the floor of the Meeting by self-nomination or may submit a written statement to the Association prior to the Meeting agreeing to be a candidate, and serve if elected. All write-in candidates who are nominated from the floor of the Meeting must meet all qualifications, including being a Member, as stated in these Rules.
2. A write-in candidate who is nominated from the floor of the Meeting is not considered to be qualified if he/she is not a Member. The Inspector of Election will determine whether a candidate nominated from the floor is an Owner of record as shown on the Membership list. If the candidate is not shown on the membership list, then he/she will not be considered to be a Member and will not be a valid candidate, and his/her name will not be placed in nomination. The person who is disqualified for not being a Member may request IDR after the Meeting.
3. A write-in candidate who is nominated from the floor who does or may not meet the other qualifications in these Rules will be allowed to be a candidate and his/her name placed in nomination. If the candidate is then elected, the Board will determine whether that nominee should be disqualified for not meeting the qualifications in these Rules. If the Board determines the nominee is not qualified, the Member may request IDR.

Voting Procedures

For meetings involving elections of directors, the Association shall provide the following by General Notice, or Individual Notice if so requested, at least 30 days before the Secret Ballots are distributed:

1. The date and time by which, and the physical address where, Secret Ballots are to be returned by mail or placed in the designated Ballot box;
2. The date, time and location of the meeting at which Secret Ballots will be opened, counted and tabulated;
3. The list of all candidates' names that will appear on the Secret Ballot who are known at the time the candidate list is prepared. Additional candidates may be nominated after the candidate list is prepared, including nomination from the floor of the Annual or other Membership Meeting.

The Bylaws for Casta del Sol Homeowners Association authorize the use of Secret Ballots and proxies. Secret Ballots will be provided to all qualified Members of record for their use. Elections will be conducted in accordance with the following procedures:

1. Secret Ballots and two preaddressed envelopes (with instructions) shall be delivered or mailed by first-class mail to every Member not less than thirty (30) days prior to the deadline for voting;
2. Secret Ballots are *not* to be signed by the voter and a Member that places any identifying marks or signature on his or her Secret Ballot will waive his or her right to secrecy;
3. Completed Secret Ballots should be placed into an inner envelope that has no identifying information (*e.g.*, no Member name, no property address, no signature, etc.) on it, and the inner envelope is then sealed by the Member;
4. The inner envelope is then inserted into the outer envelope that is preaddressed to the Inspector(s) of Elections and then sealed by the Member;
5. In the upper left corner of the original provided outer envelope, the Association prints the Member's account number, name and the address of the property within the Casta del Sol Homeowners Association. The Member *must* sign his or

her name on the “Signature” line provided directly under the Owner identification on this outer envelope. Should the Member require a replacement Secret Ballot and/or envelope, he/she must write-in his/her account number, name and address above the “Signature” line on the outer envelope. Outer envelopes received that are not properly signed, may result in the Secret Ballot *not* being counted for any purpose, including quorum.

6. The envelope may be mailed or delivered by hand to the Management office, unless another place is designated by the Inspector(s). The Member may request a receipt for delivery. Members may also place their Secret Ballot in the Secret Ballot boxes which may be in locations in the Association as designated by the Inspector(s) of Elections;
7. Once a Secret Ballot is received by the Association, in the place designated by the Inspector(s), it is deemed irrevocable, even if it is unopened;
8. The sealed Secret Ballots shall be in the custody of the Inspector(s) of Elections or in the place designated by the Inspector(s) at all times;
9. No person may open or otherwise review any Secret Ballot prior to the time and place at which the Secret Ballots are to be opened, counted and tabulated by the Inspector(s) of Elections;
10. The voting period for Member meetings shall commence when the first Secret Ballot is mailed or delivered to a Member of the Association, and shall end at such time as the Inspector(s) of Elections determine the polls close; and
11. Write-in candidates must be nominated at the Association's Annual or other Membership Meeting and must be present at the Meeting to accept the nomination or provide written confirmation to the Inspector(s) that he/she is willing to be a candidate and serve if elected. They must also meet the qualifications as specified in these Election Operating Rules and California Law.

Use of Proxies

If a Member chooses to use a proxy, the proxy must be in writing signed by the Member and must be filed with the Secretary of the Association at least twenty-four (24) hours before the time appointed and scheduled for the meeting at which the vote will take place. Furthermore, in order to be counted, the proxy must (a) identify a proxy holder, (b) contain voting instructions, and (c) be signed by the Member giving the proxy. A proxy that does not satisfy these requirements may not be counted. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote, must be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain and meet all the other requirements as then provided by the Act. The proxy holder must cast the Member's vote by secret ballot. The Inspector(s) shall not be responsible for confirming that a proxy is marked in accordance with a Member's instructions to the proxy holder.

Inspector(s) of Elections

Inspector(s) of Elections will be appointed by the Board of Directors at a Board meeting held at least 90 days prior to the election/vote and will serve as Inspector(s) until such time that their successors are appointed by the Board of Directors. There shall be one or three Inspector(s) of Elections for the Association. If there are three Inspectors of Elections, the decision or act of a majority shall be effective in all respects as the decision or act of all. Inspector(s) may be a Member of the Association, but may not be a Member of the Board, a candidate for the Board, or related to a Member of the Board or candidate for the Board. Inspector(s) may not be a person who is currently employed or under contract to the Association for any compensable services, except for Inspector of Elections services. The assistants to the Inspector(s), “Inspector Designees”, must meet all the qualifications required of the Inspector(s).

Role of Inspector(s) of Elections

Inspector(s) will determine the number of memberships entitled to vote and the voting power of each in accordance with the governing documents. Inspector(s) will determine the authenticity, validity, and effect of proxies, if any. Inspector(s) will hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. Secret Ballots will be returned to the Association's managing office, unless another location is designated by the Inspector(s). Inspector(s) will determine when the polls shall close. Inspector(s) will determine and announce the results of the election/votes.

Should the Association provide any updates (change of ownership) or address corrections or a Member report any errors within their individual eligible voter list information during the 30-day inspection period, the Inspector(s) shall be duly notified and make such necessary corrections within two business days.

The Inspector(s) shall complete all initial voter qualification duties in such time as to permit the Association to mail to each Member or other eligible voter, at least 30 days before an election/vote, all necessary voting informational documents, Secret Ballots and return envelopes. The Association shall also deliver these *Election Operating Rules* by either posting these rules on an internet website and including the corresponding internet website address on the Secret Ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here," or by Individual Delivery, accompanying the Secret Ballots.

Inspector(s) may also perform any acts as may be proper to conduct the election/vote with fairness to all Members in accordance with the Corporations Code, Civil Code, Election Operating Rules and all applicable rules of the Association regarding the conduct of the election/vote that are not in conflict with the Civil Code. Inspector(s) must perform all duties impartially, in good faith, to the best of his or her ability, as expeditiously as is practical, and in a manner that protects the interests of all Members of the Association.

Tabulation of Votes

All Secret Ballot envelopes shall be opened, and the votes counted and tabulated by the Inspector(s) of Elections, or their designees, in public at a properly noticed open meeting of the Board or the Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. Members who are not Inspectors or being overseen by an Inspector must remain at least five feet away from the counting area. Members who are not Inspectors may not participate in the counting or tabulation process or any discussions that may arise among the Inspectors or the designated assistants.

Every Inspector(s) of Elections and designee(s) of the Inspector(s) must sign the Secret Ballot tally sheet for the Association's corporate records. After tabulation, the Inspector(s) of Elections shall designate a location, within Association secured storage, in which to maintain the Secret Ballots and other California State Law required election records for no less than one (1) year after the date of the election/vote.

Retention of Election Records

The Inspector(s) of Election shall return to the Association's managing office all Association Election Materials, unless another location is designated by the Inspector(s), for retention for a period of time as specified in California Civil Code. Such election materials include: returned ballots; signed voter envelopes; the voter list of names; parcel numbers and the voters to whom ballots were to be sent; proxies; and the candidate registration list. The signed voter envelopes may be inspected but may not be copied.

Recording and Announcing Election Results

Inspector(s) must report the results of the election/vote promptly to the Board of Directors and the results will be recorded in the next regular session Board Meeting minutes. In addition to recording the election/vote results in the next regular session Board Meeting minutes, the Association shall keep annual or other Membership Meeting minutes that reflect the results of the election/vote.

The Board of Directors will give General Notice of the tabulated results of the election within fifteen (15) days of the Annual or other Membership Meeting/vote.

Additional Election Rules:

1. A meeting of the membership to conduct an election requires a majority of the membership, currently 964 Members, to be present in person, proxy or by mailed/returned signed Secret Ballot envelopes to establish quorum.
2. If quorum requirements are not met for the specified Membership Meeting or election, the meeting will be adjourned and rescheduled again for a date not less than 48 hours or more than 30 days and the quorum shall be reduced to 25% of the membership, currently 482 Members.
3. If there is a tie vote for any candidates in an election of directors, the vote to break the tie shall be taken by Secret Ballots cast by those Members, valid proxy holders and holders of valid Power of Attorneys who are present at the election Meeting. No previously cast Secret Ballots or proxies will be used at the Meeting to break the tie as provided herein.

Election Rules for Conducting Membership Special Meetings

Special Meetings of the Membership, including those called by members and the Association, shall meet the applicable notice and other requirements in the Act and the Corporations Code in place at that time.

Amending of Election Operating Rules

These *Election Operating Rules* shall not be amended less than 90 days prior to an election. Any such rule amendments shall be afforded California Civil Code required Member review and comment period before final approval by the Board of Directors.

FACILITIES COMMITTEE

The Committee is responsible for making recommendations to the Board of Directors for maintenance projects and capital improvements of Association common facilities as follows:

1. Research capital improvements and maintenance proposals for feasibility, cost, historical data, professional expertise and community benefit, and set priorities for their accomplishment.
2. Submit written recommendations to the Board of Directors for all proposals approved by the Committee.
3. Maintain written records of progress on all proposals and notify the proposer in writing of action taken.
4. Request the Association’s Management representative to obtain bids on all projects over \$2,500 in accordance with the Sealed Bids Policy; review all bids and recommend action to the Board of Directors.
5. Publish monthly reports of active and completed capital improvements and facilities maintenance projects in the *Casta Courier*.
6. Monitor performance on all capital improvements and facilities maintenance projects for timeliness and adherence to the budget.

7. Monitor the list of scheduled maintenance inspections and the periodic inspection reports from the Association's management representative and make appropriate recommendations to the Board of Directors and the Association's General Manager.
8. Maintain liaison with the Architectural, Greenbelt and other selected committees.
9. Actively seeks out and use the technical and engineering expertise within the community and encourage resident participation in projects and Committee activities.

GREENBELT

RULES AND REGULATIONS

1. INTRODUCTION

Many of you have come to Casta del Sol from homes where gardeners were employed for total yard care. While this personalized service is not provided by the Casta del Sol Homeowners Association, the Casta Board of Directors, in conjunction with the Greenbelt Committee and the Landscape Services Coordinator, strives to provide a well-maintained, park-like community. To this end, a significant portion of the monthly assessment is allocated for expenses related to the landscape maintenance of foundations (flowerbed areas) with Association-approved plants, front yards, as well as all Common Areas in the community. Common Areas include slopes, embankments, parks, open spaces, and greenbelt areas. The HOA does not approve removal, planting or pruning of plants or trees, for viewing or screening.

The Association contracts with a number of licensed contractors to provide a variety of services; e.g., landscape maintenance, pest control, tree trimming, and tree removal. The contractor's performance is monitored by the Landscape Services Coordinator, the Greenbelt Committee, and the General Manager. In order for the Association to control costs, contractual obligations, and performance, **it is essential that no Owner request any member of the landscape maintenance crew to provide or perform individual services.** Owners can hire independent landscape services (gardeners) for their private area needs (see 2.3).

2. FOUNDATIONS, SIDE YARDS, AND SIDE ENTRYWAYS

The foundation area (flowerbed) is generally the 3-4 feet of space adjacent to the Owner's house. This is considered a private area that Owners are welcome to modify (see 2.1).

2.1. Planting in Foundation

Originally, approved shrubs and, in some cases, ground cover were planted in the foundation area (flowerbeds) around all homes. To provide variety in the community, the individual homes were given different varieties and numbers of plants.

The governing rules of the Greenbelt Committee permit Owners to plant flowers, bedding plants, and shrubs – **but not trees** – in the foundation area, and within the side area between the homes (Fiesta series), and the side entry way (Carmel series). Planting of **trees** in the foundation area is **prohibited** because the roots can cause damage to the foundation, sewer lines, or the irrigation system. Owners are strongly encouraged to remove existing foundation-area trees before damage occurs. The Association assumes no liability for damages to surrounding property caused by existing foundation trees. The removal of foundation trees will be at the Owner's expense. Upon the sale of the property, the remaining foundation area trees, including citrus and fruit trees, will be removed at the expense of the current Owner (See section 11). No trellises or plant materials are permitted to be permanently attached to or grow on homes because they are destructive to concrete, stucco, wood, brick walls, and create an obstruction to house painting.

No approval is necessary for planting flowers and bedding plants in the foundation area. However, an Owner must submit an “Application for Proposed Foundation Replanting” (available at the desk at Recreation Center 1) for approval from the Landscape Services Coordinator for shrub additions and/or removal of Association-planted shrubs. (See also Section 5, “Removal, Replacement, And Additional Shrubs.”) Remember, California Law (Govt. Code 4216) says the Owner or resident and/or your contractor must contact DigAlert at least two days before you dig. Call 811 or go to www.digalert.org.

To assist Owners who wish to submit an application to modify or completely replant the foundation area, and to avoid potential future problems, the Landscape Services Coordinator will provide a list of acceptable foundation plants. This Greenbelt Committee approved list is available at the Recreation Center 1 office. The Owner must pay all expenses incurred for this modification and for any irrigation modification. Plantings selected from the approved list will be maintained by the Landscape Maintenance Contractor.

Owners assume full responsibility for everything they plant (or have planted for you by an outside gardener) if the plants are not included in the approved list (see 2.2). Additionally, see Section 11, “When you Sell Your Home,” regarding Owner obligation for these private plantings at the time of sale.

Please note also that the foundation irrigation system is set to meet the water needs of the plants on the approved list. If the Owner installs flowers, bedding plants or shrubs other than those on the approved list, the Owner/resident may need to hand water the private plants or install your own drip system (see also Section 2.2. d) since the Association’s irrigation system may not meet the needs of these private plantings. It is a violation of the CC&Rs to alter, tap into or in any way modify the existing Association sprinkler systems.

Owners are responsible for any alterations needed in drainage to accommodate patios, room additions and other modifications that may impact drainage over the Common Areas, including adding area drains.

The foundation areas **cannot** be enlarged if they then encroach into the Common Area (this includes patio extensions), which is a violation of the CC&Rs.

2.2 Foundation, Maintenance of – Use of Red and Blue Stakes in Foundation

2.2a Foundation, Maintenance of Association-Approved Plants Only (no private plantings)

Foundations containing only Association-approved plants are trimmed and weeded on a regularly scheduled basis, a six-week rotation in the growing season and an eight-week rotation during the rest of the year. Fertilization is based on the results of a soil analysis that indicates what nutrients are needed.

Customized gardening is not included in the landscape maintenance contract and residents should not request “special treatment” from the landscape contractor or crew. Any concerns about service should be made directly to Pac West Land Care (PWLC) at 949-583-2705, not to the individual workers. Residents interfering with the landscape crew may be fined and charged for the cost of lost time. Please do not tip the crew for a regular “job well done.”

If you do not wish the landscape crew to maintain your foundation area, place red stakes (at Recreation Center 1) at the beginning, end, and (if needed) at intervals in the foundation, along the front edge, to mark the area clearly. **Owners are responsible for the proper maintenance of the red-staked areas**, including trimming and weeding. These stakes are not for use in lawns or on slopes.

2.2b Foundation, Maintenance of Private Plantings Only (no Association-approved plants)

Foundations containing only “private” plantings must be wholly maintained by the Owner; they will **not** be maintained by the Landscape Maintenance Contractor. Whether planted by current or a former Owner, these plants are **the Owner’s**

property and as such the Owner is responsible for their maintenance. Violation notices will be given to Owners who do not maintain their foundations and allow, for example, unsightly weeds, overgrown/dying plants, and/or large unplanted areas. Red stakes are to be placed by the Owner at the beginning, end, and (if needed) at intervals in the foundation, along the front edge, to denote that the Owner, not the landscape contractor, is responsible for the maintenance of the foundation. (See Section 11, “When You Sell Your Home,” for information on Owner obligation at time of sale.)

2.2c Foundation, Maintenance of Combination of Private Plantings and Association-Approved Plants

All private plantings in a “combination” foundation must be maintained by the Owner. The landscape contractor will maintain Association-approved plants unless access to them is restricted by private plantings. If the work crew cannot readily trim, weed and rake the areas where approved plants are located because private plantings create an obstacle or safety hazard, the Owner is responsible for maintaining these approved plants in addition to the private plantings.

For example, if roses are planted in front of an approved hedge, the hedge will not be maintained by the work crew because the roses obstruct access and may pose a safety hazard to the work crew, and may increase the risk of inadvertent damage to the Owner’s private plantings.

2.2d Foundation, Maintenance of Personal Items (outdoor décor, ceramic pots, Malibu lighting, drip lines, hoses, etc.)

Just as the work crew will not mow an area where there is an obstruction of any kind (see Section 4.2), the work crew will not maintain the approved plantings in an area of the foundation where there is an obstruction. While Malibu or any similar lighting, as well as outdoor ornaments, holiday décor, and other easily seen objects may be placed in the foundation areas, placement must be done in such a way as to **not** prevent regular maintenance by the work crew. Areas containing items which do prevent regular maintenance must be marked with a red stake(s) to indicate the Owner’s responsibility for maintaining that specific area. Standing, dirty, or stagnant water in bird baths, pots or other containers is not allowed because it is a health hazard and a breeding environment for mosquitoes.

Additionally, **blue stakes** are to be used in foundation areas maintained by the Association for items which are not easily seen, such as soaker hoses, drip lines, and electrical lines. Place the blue stakes at intervals along these lines and hoses in order to alert the work crew.

If the Owner/resident places personal items in the foundation area, it is done so at the Owner/resident’s own risk. All such items are the sole responsibility of the Owner/resident, and the Landscape Maintenance Contractor is not liable for any damage that might inadvertently be done by the crew. Bird feeders and holiday décor may be placed in the foundation, but not in Common Areas, front yard trees or front yard lawns. To discourage rats and other pests, these areas must be kept free of seeds, pet food, etc.

2.2e Foundation, Maintenance of Side Yards and Side Entryways

The Association does **not** maintain side yards in the Fiesta Series or the side entryway in the Carmel Series. The maintenance of landscaping in these private areas between homes is the Owners responsibility. These areas must be kept free from debris and unsightly items. The swales between the homes must be kept clear and free flowing at all times. The Owner, not the Association, is responsible for keeping any debris or obstruction out of these swales.

2.3 Foundation, Hiring Your Own Gardener

Owners may wish to hire a private gardener to maintain the foundation area. In that case, **it is the Owners responsibility to ensure that the outside gardener does not prune or remove any of the plantings in the Common Area.** These plantings do not belong to the Owner but are the property of the Association. As the Owner, you are responsible and will be held liable for any damage caused by your worker’s landscaping project. The foundation areas **cannot** be enlarged. If the foundation area encroaches into the Common Area (this includes patio extensions), this is a violation of the CC&Rs.

It is the Owners responsibility to ensure the proper removal and disposal of all debris and excess soil. All debris from any re-landscaping or private gardening project must be gathered, wrapped and removed from the area by the Owner, resident or your worker. No debris is to be left in the street, on the sidewalk, on the lawn or in any planting areas. Soil and debris should **not** be deposited in or near the Association's dumpsters. Owners will be found in violation of the CC&Rs and may be fined if you fail to have debris properly removed.

3. FRONT YARD AREAS

The front yard area is generally defined to be the area in front of the Owner's house, directly in front of the existing front foundation area. Owners are to refer to property lines defined in their plot plan filed with the County.

3.1 Front Yard Area Restrictions

No personal property may be placed anywhere in the front yard, such as but not limited to holiday décor, bird feeders, birdbaths, birdhouses, stepping stones, potted plants and other such decor items. No personal property can be in or attached to front yard trees or at the base of trees or mailboxes. Also, no lawn ornaments, Malibu Lights (including solar), or similar items are permitted in turf area. No items may be placed on the front yard lawn that might be an obstruction for the mowing or landscape crews, for example, For Sale or Lease signs. Electrical lines or extension cords are strictly prohibited in front yards in order to ensure that no landscape worker, vendor, or community member will be injured. Planting by Owners in the front yard is prohibited. This includes bordering or planting along the driveways next to lawn areas except where originally planted by the builder or approved by the Greenbelt Committee. Driving or parking a vehicle on front yard turf is strictly prohibited.

3.2 Front Yard Area, Mowing

All grass areas are scheduled for mowing and edging once a week during the summer and every two weeks in the slow-growing season. The landscape contractor uses both a leaf blower to remove grass clippings from patios, porches, and driveways and a street sweeper to remove clippings from the gutters on mow day. Sidewalk broom sweeping is not included.

Casta del Sol is divided into five mowing sections. (A copy of the community map showing these five areas is posted on the bulletin board at Recreation Center 1.) Each area is mowed on a specific day of the week on a schedule set by the Landscape Maintenance Contractor. However, the schedule may change due to holidays or rain, mowing may be delayed or canceled. Mowing day is rotated annually for areas 1-5.

3.3 Front Yard Area, Chemical Use

Fertilizers, herbicides, and fungicides are applied as needed to front yard lawn areas. Aeration and dethatching are scheduled on a regular basis. Please see monthly fertilizers used by contractor on bulletin boards of Recreation Center 1 and 2.

3.4 Front Yard Area, Use of Synthetic Turf

Owners may seek to have the front yard area landscaped with synthetic turf under the guidelines approved by the Greenbelt Committee and the Board of Directors. The guidelines detailing the policy requirements, restrictions and request procedure are available at the Recreation Center 1 office. If approved, the Owner is solely responsible for all costs associated with the project such as, but not limited to, removal of the natural turf, grading if necessary, installation of sub-base and weed barrier, purchase of materials, placement of concrete mow strip, irrigation modification, any needed tree removal. Owners are limited to the Association-approved synthetic turf only and are required to use the Association's landscape contractor to perform all aspects of the project.

4. COMMON AREAS

The Common Areas (slopes, embankments, parks, open spaces, and greenbelt areas) throughout the community are COMMON PROPERTY owned by all Casta del Sol Owners jointly or by the Association and controlled through the Association's Board of Directors and Greenbelt Committee. The foundation areas **cannot** be enlarged. If the foundation area encroaches into the Common Area (this includes patio extensions), this is a violation of the CC&Rs.

4.1 Common Area Restrictions

Planting by Owners in the Common Area is **strictly prohibited**. This includes bordering or planting along the driveways next to lawn areas except where originally planted by the builder or approved by the Greenbelt Committee. Any willful damage, removal or pruning of trees or plants in the Common Area is considered an act of vandalism. The destruction of this commonly owned property is a violation of the CC&Rs and the Association Rules and Regulations. Driving or parking on Common Area turf is strictly prohibited.

No personal property may be placed anywhere in the Common Area: e.g., holiday décor, bird feeders, birdbaths, birdhouses, steppingstones, potted plants and other such items. No personal property can be in or attached to trees or at the base of trees or mailboxes, and, no lawn ornaments, Malibu-type lights (including solar), or similar items may be placed in the Common Area. No items may be placed on the greenbelt that might be an obstruction for the mowing or landscape crews, for example, For Sale or Lease signs. Electrical lines or extension cords are strictly prohibited for use in all Common Areas in order to ensure that no landscape worker, vendor or community member will be injured.

Although **temporary** use of the Common Area is permitted, no item is to be left on Common Areas beyond 24 hours. For example, Owners/residents may place chairs or a table on the lawn; however, such objects must be removed within 24 hours and not placed on days when the area is being mowed or maintained. Please use only the sidewalks or paths designated for foot traffic. Heavily planted slopes create uneven footing while the less heavily planted ones can be slippery; both conditions are potentially dangerous to someone walking on them. In addition to the possibility of personal injury, damage to the irrigation system or plant materials might occur. Also, out of courtesy for Owners' privacy and because of the potential for uneven footing, please do not walk closely behind homes.

As a courtesy to all residents, dog owners are required to remove and properly dispose of their pet's droppings in accordance with the City of Mission Viejo Animal Control Ordinance. Failure to comply may result in a fine. Within Casta del Sol, the fine schedule designates that all pets be on a leash, waste be picked up, and pet noise be controlled.

The Association spends considerable effort and resources to maintain a healthy and beautiful environment. Therefore, wildlife feeding in Common Areas (or any other action that may attract additional wildlife pests) is not allowed.

Please do not interfere with the work of the landscape crew. Any requests for service in the Common Areas should be made directly to Pac West Land Care (PWLC) at 949-583-2705 as a Landscape Maintenance Request (**LMR**), **not** to the individual workers (see section 9). Residents interfering with the landscape crew may be fined and charged for the cost of lost time.

4.2 Common Areas, Mowing

All grass areas are scheduled for mowing and edging once a week during the summer and every two weeks in the slow-growing season. The landscape contractor uses both a leaf blower to remove grass clippings from patios, porches, and driveways and a street sweeper to remove clippings from the gutters on the mow day. **Sidewalk broom sweeping is not included.**

Casta del Sol is divided into five mowing sections. (A copy of the community map showing these five areas is posted on the bulletin board at Recreation Center 1.) Each area is mowed on a specific day of the week on a schedule set by the Landscape Maintenance Contractor. However, the schedule may change due to holidays or rain. In the case of rain, mowing may be delayed or canceled. Mowing day is rotated annually for areas 1-5.

Nothing that might be an obstruction for the mowing equipment, including any pet waste, may be left on the lawn. The mowing crew has been instructed **not** to mow any area where there is an obstruction of any kind. If a lawn is not mowed for this reason, it will be mowed on the **next** rotation **providing that the obstruction has been removed**. Violations will

be reported to the Landscape Services Coordinator who will forward them to the General Manager, which may result in a fine.

4.3 Common Areas, Slopes

Casta del Sol is divided into six slope maintenance sections with each section maintained on a twice-yearly basis. (A copy of the community map showing these six areas is posted on the bulletin board at Recreation Center 1).

4.4 Common Areas, Chemical Use

Fertilizers, pesticides, herbicides, and fungicides are applied as needed to Common Areas. These all comply with safety standards for application and use.

5. REMOVAL, REPLACEMENT, AND ADDITIONAL SHRUBS

Association-planted shrubs that are not thriving will be treated or replaced at the discretion of the Landscape Services Coordinator. Replacement will be limited to pre-selected varieties in one-gallon or five-gallon size plants. The Landscape Services Coordinator and the Landscape Maintenance Contractor select replacements from the approved list of plants and place plants where their natural growth will not create a future maintenance problem. Planting may be delayed due to seasonal conditions. The HOA does not approve of removal, planting or pruning of plants or trees for viewing or screening.

In the past, Owners have requested additional and/or larger-sized shrubs. The Greenbelt Committee has approved requests for additional and/or use of 15-gallon shrubs providing the Owner pays the difference in cost. To discuss either plant selection, quantity or size, please call the Landscape Services Coordinator at 949-455-4672.

Occasionally a person may develop an allergy to some plant or tree and request its removal. In order to preserve our landscape, carry out our fiduciary responsibility, and not show preferential consideration, the Greenbelt Committee in conjunction with the Board of Directors has made the following policy:

If a resident requests the removal of a plant or tree growing adjacent to his/her home and this request is based on personal health considerations supported by a doctor's letter, and the removal of the plant or tree does not adversely affect the landscape, the Greenbelt Committee will permit the removal of the plant or tree by the landscape contractor at the expense of the resident. The resident will also be responsible for the cost of the replacement plant or tree and the labor charges to plant, as well as turf restoration as needed.

6. TREES

The Association is proud of our park-like appearance and the thousands of trees that contribute to it. The Greenbelt Committee is mindful of the many ways in which Casta's trees benefit the community. Front yard and Common Area trees are the responsibility of the Association and Greenbelt Committee. Their selection, care and maintenance are a major responsibility of the Landscape Services Coordinator under whose direction all work is performed. The HOA does not approve removal, planting, or pruning of plants or trees for viewing or screening.

6.1 Trees, Pruning

The Association has contracted with an International Society of Arboriculture (ISA) certified tree service to trim a specified number of mature trees (e.g., over 25 feet in height) annually, on a schedule determined jointly by the Landscape Services Coordinator and the contractor. The Landscape Maintenance Contractor is responsible for pruning trees less than 25 feet in height which is done on a set schedule. If the branches of a tree are hitting your home or roof or are hanging too low over a sidewalk, call the office of Pac West Land Care (PWLC) Customer-Service at 949-583-2705. For concerns involving a tree taller than 25 feet, please call the Landscape Services Coordinator at 949-455-4672. If your request is approved but is **not** considered an emergency, be aware that the work must be scheduled and can take several months before any work is done.

6.2 Trees, Replacement

The Greenbelt Committee will strive to preserve a constant number of trees. Replacement of a tree removed under the Tree Removal criteria, however, is not automatic but is subject to the approval of the Landscape Services Coordinator.

If a replacement tree is approved, the replacement will not be of the same size as the removed tree and may be planted in a different location, as determined by the Landscape Services Coordinator. Selection of a replacement tree is determined utilizing the Greenbelt Committee approved Tree List. Trees removed from the foundation areas will not be replaced.

6.3 Trees, Removal

Whenever possible, instead of removing a tree, the roots will be pruned and a barrier installed as long as the integrity of the tree is maintained and the pruning follows the ISA guidelines. The following criteria, referred to as the “Four D’s,” is considered by the Landscape Services Coordinator before the removal of any tree. Only trees meeting one or more of these criteria will be removed.

1. DANGER/DAMAGE to structures, other trees. (In some cases, it is the roots that cause the actual or potential damage to sewers, irrigation lines, sidewalks, patios, driveways or foundations.)
2. DEATH of the tree.
3. DENSITY or overcrowding which has occurred because trees are growing too close together.
4. DISEASE or insect infestation.

NO TREE WILL BE REMOVED BECAUSE IT IS “MESSY” OR DROPS LEAVES, NEEDLES, OR BLOSSOMS, HAS BIRDS NESTS OR BECAUSE IT OBSCURES THE VIEW.

When conditions necessitate the removal of a mature tree, an ISA certified, and licensed tree contractor does the work.

6.4 Trees, Lawn Replacement Following Front Yard Tree Removal

When trees in front yards are identified as potentially damaging or have damaged Common Area or owner property, the tree shall be removed at Association expense. If the landscape contractor and the Landscape Services Coordinator determine the affected area will require sod instead of seed to make the yard uniform in appearance, they have authorization to plant sod. The Owner shall be notified of Association intent **and** that additional watering beyond regular irrigation will be needed for two weeks or until root base is sufficiently established. The Owner will be asked to provide that watering from their house service. The Association will also provide, if needed, rabbit fencing around the area until our landscape contractor confirms sufficient root base warrants fence removal.

7. SPRINKLER SYSTEM IRRIGATION

The Landscape Maintenance Contractor is responsible for maintaining our computer-controlled irrigation system and for ensuring that it provides sufficient water for the Association-planted landscaping in foundations, front yards and Common Areas. The irrigation system is adjusted for mandated drought conditions. It is the responsibility of the Owner to water any private plantings in the foundation that require extra irrigation.

DO NOT TAMPER with or try to adjust the sprinklers. It is a violation of the CC&Rs to alter, tap into, or in any way modify the existing sprinkler systems. For example, you cannot attach a drip irrigation system to the Association irrigation system.

7.1 Irrigation, Non-Emergency Problems

Owner cooperation is essential in ensuring that the sprinklers around your home work properly. Periodically check that they are not hitting the side of your house. Observe whether the lawn is getting proper coverage. Check for broken sprinkler heads. (A broken sprinkler head is **not** an emergency because the system runs for only a few minutes.) Please call Pac

West Land Care (PWLC) Customer Service at 949-583-2705 during regular working hours (Monday – Friday, 7:00am – 3:30pm) to report these types of **non-emergency irrigation problems**.

7.2 Irrigation, Emergencies

There are times when an irrigation problem requires immediate attention. A broken main line or the failure of a sprinkler to turn off are considered emergencies and should be reported immediately. During regular hours call 949-583-2705. If this happens after 3:30 pm or on the weekends, please call Pac West Land Care (PWLC) **emergency number 1-800-464-7952** and report the location and nature of the emergency. Do **not** attempt to fix the problem yourself.

7.3 Irrigation, Schedule

During the summer watering occurs six days a week, Sunday through Friday, primarily between the hours of 7:00 pm and 6:00 am. The watering is reduced in the cooler months. To increase absorption and reduce run-off, the sprinklers turn on and off for a set interval and then repeat their cycle. This setting is adjusted to accommodate the season and weather conditions. Any adjustment to the irrigation system will change the time the foundation and lawn around your house are watered.

8. PEST CONTROL

Pests on plants are controlled by the application of pesticides, herbicides and fungicides. Landscape personnel under the supervision of the Landscape Maintenance Contractor will apply appropriate chemicals required for specific problems. Please call Pac West Land Care (PWLC) Customer Service at 949-583-2705 to report insect infestation of plants, gophers, voles, moles, snails, slugs, and mounds of soil or holes in the ground.

However, please note that ants, crickets, wasps, hornets, bees, sow bugs, spiders, snakes, birds, and other pests not listed in the above paragraph, are not included in landscape maintenance. Owners are responsible for any extermination services not included in landscape maintenance.

Casta del Sol has rat, squirrel, and rabbit abatement programs for Common Areas only. Please report to Pac West Land Care (PWLC) Customer Service at 949-583-2705 concerning rat, squirrel and rabbit nuisance activity in Common Areas. **The Orange County Vector Control Agency (949-654-2421) provides advice and assistance with fire ants.**

9. LANDSCAPE MAINTENANCE REQUESTS (LMRs)

Please call Pac West Land Care (PWLC) Customer Service at 949-583-2705 Monday through Friday from 7:00 am to 3:30 pm if you observe a landscape concern. A Landscape Maintenance Request (LMR) will be generated and given to the on-site management team. Please understand that LMRs are not work orders; they are the process for reporting problems or concerns. LMRs are routinely processed in the order received and are given individual attention by the PWLC on-site management team and/or by our Landscape Services Coordinator. If it is determined that action is necessary, the work will be scheduled. In addition, PWLC does not plant, remove dead plants, or mulch in foundations unless an LMR is submitted by the Owner.

If a resident request is denied, you may appear in person before the Greenbelt Committee to discuss your problem/concerns. If possible, please inform the Greenbelt Chair of your intention to address the Committee **prior** to the meeting. The name and phone number of the current Chair can be found near the front of this Telephone Directory.

Please do not interfere with the work of the landscape maintenance crew. Any requests for service should be made directly to Pac West Land Care (PWLC), **not** to the individual workers. Residents interfering with the landscape crew may be fined and charged for the cost of lost time.

10. BUILDING PROJECTS

Any building project requires submission of a complete “Application for Exterior Modifications” form (available at the desk at Recreation Center 1) and approval prior to the start of construction. As indicated on the application, other pre-construction approvals, such as from the Architectural or Greenbelt Committees and possibly the City of Mission Viejo, may be needed.

If you have questions, please call the Landscape Services Coordinator at 949-455-4672.

CONCRETE SHOULD NOT BE POURED OVER EXISTING WATER LINES. WATER LINES SHOULD NOT BE CAPPED BUT MUST BE REMOVED AND RE-ROUTED.

The landscape contractor management team must approve the **installation of the new water lines**, which is, of course, done at the Owner’s expense. The Owner or licensed contractor is required to call the Maintenance Services Supervisor at 949-455-4671 to inform him that they are ready for a pre-pour inspection for concrete work. Written approval must be obtained **before** the concrete is poured. **Any construction that interferes with normal drainage** is a clear violation of the CC&Rs and must be corrected at the Owner’s expense.

The Association has the authority to require the **removal of all construction that is in violation of the CC&R’s and the Rules and Regulations**. In the event of non-compliance by the Owner, removal of said construction is at the Owner’s expense.

10.1 Swale Requirement

A concrete swale or other acceptable alternative drainage device must be included as part of any patio extension, modification, or room enclosure construction. A concrete swale is recommended. Gutters with a downspout to the new swale may also be required. If necessary, additional work (such as re-grading) may be required to join existing drainage or establish new drainage which may entail earthen swales, etc. Construction and/or obstructions of any kind that interfere(s) with normal drainage is in violation of the CC&Rs. The Association has the authority to require that such construction and/or obstructions be removed. In the event of non-compliance, removal will be at the Owner’s expense. Swales or other acceptable alternative drainage devices are designed to drain excess water away from the dwelling. Approval is required by the Landscape Services Coordinator or Greenbelt Committee. All concrete work requires pre-pour inspection and approval by the Association and must follow the submitted application. The Owner is responsible for all fees for installing the concrete swale, or other acceptable alternative drainage devices, and for any Association sprinkler system modification. The side-yard concrete swale, or other acceptable alternative drainage device, must be sloped to allow water to move freely toward the front of the lot. Applications must contain details showing the directions of the water flow. The swale must be fabricated of concrete twelve (12) inches wide, four (4) inches thick, with a broad “U”-shape surface, to match other concrete swales in Casta del Sol.

11. WHEN YOU SELL YOUR HOME

When the escrow company notifies the Management Company of the sale of a property in Casta del Sol, the Landscaping Services Coordinator is required to conduct an inspection of the landscaping immediately adjacent to the home. The purpose of this inspection is to determine whether there are any violations of Greenbelt regulations, trees in foundations, or private plantings of non-Association-approved plants. If these conditions are found, this information is given to the escrow company and the cost of correcting them, if not corrected by the Owner, will be included with other escrow fees. The work of correcting these conditions will normally be done by the Association’s Landscape Maintenance Contractor. Following completion of the work, any surplus funds will be refunded to the escrow company for disbursement to the payee. There may be instances when the buyer wishes to keep the private plantings of the seller. If so, the buyer must agree to assume responsibility for their maintenance. If a violation is not corrected prior to the close of escrow, the buyer will assume responsibility of the private plantings and for correction of any outstanding landscape violations.

12. IF YOU LEASE OR RENT YOUR HOME

Owners are held responsible for ensuring that their tenants are made aware of and conform to all Association Rules & Regulations. Fines for violations will be charged to the Owner. Please refer to the Association's fee and fine schedule included at the end of these community pages.

13. GREENBELT COMMITTEE

13.1 Purpose

The Greenbelt Committee is charged with maintaining and preserving the aesthetics of the landscape throughout Casta del Sol. It monitors the condition of all landscaping (common areas, front yard areas and foundation area) in Casta del Sol and responds to Owner concerns involving landscape maintenance. It works with the Landscape Services Coordinator to ensure that the terms and conditions of all landscape-related contracts are being fulfilled and Committee standards are being met. It also works cooperatively with Architectural and Facilities Committees on joint projects as well as with government agencies, water districts, and other agencies to meet all legal requirements. It formulates recommendations for changes in Greenbelt policy and procedures, when necessary, and submits them for approval to the Board of Directors.

13.2 Responsibilities

- (a) Holds monthly Committee meetings and prepares and submits minutes and reports as required.
- (b) Field inspection teams participate in inspections of assigned sections of the community; observe landscape conditions and report to the Landscape Maintenance Contractor those conditions and sites that require attention; inspect slopes in the assigned section to ensure that maintenance is in compliance with the standards set by the Committee. Courtesy and/or Violation notices are used to inform Owners of needed attention.
- (c) Addresses Owners' concerns with landscape maintenance or decisions of the Landscape Services Coordinator.
- (d) Provides accurate information on Committee activities to the residents of Casta del Sol pursuant to the policies contained in the Greenbelt Rules and Regulations Manual.
- (e) Makes recommendations regarding existing Greenbelt practices, procedures, and policies; recommends specifications, with advice from the Landscape Services Coordinator, for new landscape-related contracts for Board consideration; analyzes bids and makes recommendations to the Board of Directors.
- (f) The Landscape Services Coordinator ensures that all properties in escrow are in full compliance with Greenbelt regulations through inspection, including photographs; notifies the escrow company to withhold funds to cover the cost of any required repairs.

13.3 Meetings

The Greenbelt Committee meets regularly once a month. Consult the calendar found in The Casta Courier for date, time and location. All residents are welcome to attend these meetings to discuss problems/concerns or just to observe. Since the residents' comments portion of the meeting is scheduled first, we ask that you arrive prior to the scheduled start-time.

INSURANCE

The Association carries general liability and earthquake insurance on Common Area property **ONLY**. It is important that you inform your personal insurance agent or company that your Association dues do **not** include coverage on your dwelling unit structure.

Common Area Facility Insurance: The need for a specific type of required insurance must be discussed with the Recreation Director when a room reservation is made.

Food caterers must provide proof of general liability, product liability, workers compensation, and owned and non-owned automobile liability insurance which all list the Casta del Sol Homeowners Association and Powerstone Property Management as "additional insured."

Each year, the Association provides an Annual Insurance Summary per civil code as part of the Annual Budget report. This includes but is not limited to dates of coverage and policy limits.

Association Insurance Coverages Are:

- General Liability Insurance
- Directors and Officers
- Property Insurance for Common Area only
- Fidelity Bond Insurance/Commercial Crime/Employee Dishonesty Insurance
- Earthquake Insurance
- Umbrella
- Workers Compensation
- Flood Insurance

In accordance with Section 5300 of the Civil Code:

“This summary of the Association’s policies of insurance provides only certain information, as required by subdivision (b)(9) of Section 5300 of the Civil Code and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable notice, review the Association’s insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association’s policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.”

Owners are encouraged to carry insurance covering their residences, including the residential building structure, interior contents, water damage, and earthquakes. The Association does not insure the residential buildings. In addition, Owners may wish to consider loss assessment coverage, and earthquake loss assessment coverage.

LIBRARY

The Casta del Sol Library provides recreational and leisure reading materials (including magazines) and DVDs for residents. Members of the Casta del Sol Library Committee process the materials that are checked out by residents with the assistance from the Recreation staff. The library is located at Recreation Center 1 and is open whenever the Center is open.

The Library’s collection consists primarily of recent fiction and nonfiction hardcover books in regular and large print. Donated books, audio books and DVDs are also part of the Library. The paperback collection is divided into regular fiction, romance novels and westerns.

To provide the best possible service to borrowers, the following guidelines have been established:

BORROWING BOOKS & DVDs

Hardcover books, both regular and large print are to be checked out from and returned to the Recreation Center. Books in this section can be checked out for 3 weeks.

Newly purchased books, both hardcover and large print, as well as new audio books can also be checked out for three (3) weeks but are non-renewable for the first 2 months.

Fine for a lost book is \$15.00. Please turn in your fine to the Recreation Office staff.

Donated hardcover books, which are marked with a green dot, paperback books, donated audio books and DVDs are loaned on the honor system and may be borrowed without being checked out. Please limit your selections to three (3) items at a time and return them to the Recreation Office in the book drop.

BOOK GROUP

The Casta del Sol Book Group meets on the 4th Monday of the month at 6:30 pm in the Library.

DONATIONS

The Casta del Sol Library accepts Hardcover Books, DVDs (no children's DVDs) and paperback books in good condition. Please leave your donations at the Recreation counter. The Mission Viejo Library Bookstore also takes any books you have to donate.

MAGAZINES

The magazine racks are located next to the large chairs in the Library and contain many up-to-date magazines for your reading pleasure while in the Library.

OTHER SERVICES

The Casta Library offers a reservations and/or delivery service for stay-at-home residents. By accessing the Handy Library Manager (handylibrary.htm), residents can browse the selections available, turn in your selection on the form provided to the Recreation Center office, and the book(s) will be reserved and/or delivered.

PUZZLE CORNER

Many puzzles have been collected for the Puzzle Corner. Everyone is welcome to "work the puzzle." There are also puzzles in the cupboards below the paperback book section to borrow on the honor system. The Library has small to large puzzles. They are located in the cabinets next to the puzzle table at the back door.

RECREATION

Recreational Facilities are for the pleasure and enjoyment of residents who live within the community. There are two major Recreation Centers.

Recreation Center 1 is located just inside Gate 1 on Casta del Sol Drive. This facility provides rooms for meetings, activities and social events (including kitchen facilities); a library and sitting lounge area; indoor shuffleboard pavilion; pool/snooker & billiards; lapidary room; ceramics room; bocce ball; horseshoes; swimming pool and spa; showers & restrooms; Management offices and passive landscaped areas.

Recreation Center 2 is located near Gate 2 on Via Albeniz. This facility provides a small meeting room (Heritage Room) that includes a small kitchen area; outdoor tennis, pickleball and paddle tennis courts; lawn bowling green and pavilion; patio kitchen and restrooms; swimming pool and spa; dressing room, restrooms and showers; Vegetable Garden plots; golf chipping area; fitness walking path; Heritage Garden.

FACILITY RULES

The rules shown here are merely highlights. There are specific policies and procedures for many of the facilities. The Recreation Director is responsible for the assignment of all facility rooms.

1. Residents and guests use Casta del Sol equipment at their own risk and should only use equipment with which they are familiar.
2. Guests may use the facilities; however, they must be accompanied by a resident to use the facilities, providing they are over 18 years of age and stay with the sponsoring resident at all times.
3. Non-residents participating in activities (e.g., lawn bowling, billiards, swimming, etc.) must be accompanied by the sponsoring resident at all times.
4. Guests who are less than 18 years of age may be permitted only under specific circumstances (private parties) approved by the Board of Directors.
5. To reserve use of a facility on a regular basis, at least six (6) residents must be scheduled and in attendance on an on-going basis.
6. Facility rooms at Recreation Centers 1 and 2 are available for reservations and use by committees, clubs, activities and private parties on a priority basis. Please check with the office at Recreation Center 1 for the Facilities Room Use Policy and related fees.
7. Recreation facilities are not to be used by any business or professional organization, for a fee or no-fee, to promote sales of products or services. This exclusion also applies to non-profit organizations that request donations from residents and to governmental and political organizations to raise funds for candidates for public office. Restrictions noted here do not apply to an established club in Casta del Sol having an occasional sale of arts or crafts made by the members if the club is assisted in its activities or when the funds are used in maintaining or improving the common facilities, as long as non-residents are not participants or soliciting. Money-raising functions on Association property are not permitted except for Board-approved Casta del Sol groups. Funds generated must be for the benefit of Casta del Sol residents. The Board of Directors and/or General Manager must approve any exceptions. An exception could be a free health seminar offered by professional organizations that will educate residents on any topic that could benefit the resident. (Under no circumstance can a professional promote his/ her business).
8. Residents, activity groups and clubs will be financially responsible for all contracts with entertainers, caterers, cleanup crews or other contractors.
9. Clubs whose membership consists solely of Casta del Sol residents are authorized to use the Vista Room, Fiesta Room, Garden Room, and/or the Pool area at Recreation Center 1, and/or the Heritage Room or Lawn Bowling Pavilion at Recreation Center 2 for membership meetings and activities. Reservations for use of these rooms must be made in advance through the Recreation office to avoid conflict with other scheduled Association meetings and activities. (See Items 4, 5 & 6)
10. Facilities may be used for inter-club competitions and demonstrations that may include people who do not live within Casta del Sol (e.g., lawn bowling tournament, paddle tennis demonstrations, etc.)
11. Facilities may be used for educational purposes that include non-residents such as classes offered through Saddleback College Emeritus Program.
12. Club sponsored classes can include non-residents providing they are the guest of a resident and the resident is present.

13. There is a policy regarding guidelines and criteria for classes, events and priority ranking for use of facilities. This policy is available for review, at the Recreation Center 1 Office.
14. Rules that apply to activities which take place at the recreation facilities (e.g., lawn bowling, tennis, paddle tennis, shuffleboard, horseshoes, ceramic, room use, etc.), cannot preclude the use of facilities by any Casta del Sol resident, except where scheduled events have been previously reserved for exclusive use.
15. Any resident using the facilities during an activity must adhere to the club's rules for that particular activity. Each club's rules or statement of purpose must be submitted for approval to the Recreation Director and the Board of Directors.
16. There are specific requirements, policies and procedures for groups who wish to reserve and use recreation facilities for social events at which there will be food and/or drink. Please obtain a copy of the current policy from the Recreation Center 1 office. There are time requirements in order to place reservations, and to book the rooms desired. In some cases, a room rental charge and/or cleaning-security deposit will be required.
17. Individuals, groups and organizations using Casta del Sol recreation facilities must abide by the rules and regulations adopted to govern said usage. Those found circumventing or disregarding the rules, regulations, policies and procedures will be denied use. Events could be cancelled should violations occur during, or be discovered after, the event. The requesting party, group or organization will be advised that future requests must be presented in writing sixty (60) days in advance of the event. The written request will then be reviewed by the Board of Directors who may require a personal meeting with the requesting party prior to granting approvals.
18. Any other usage of common facilities must be approved by the Board of Directors, unless designated for approval review and consideration by the Recreation Director.
19. Smoking of any kind, to include but not limited to electronic substitutes is prohibited at Recreation Centers 1 and 2, and prohibited within 25 feet of any Common Area buildings.
20. The Association allows residents to exercise their right to peacefully assemble and communicate with one another with respect to common interest development living or for social, political or educational purposes per Civil Code Section 4515. If you wish to engage in the conduct listed in Section 4515, please contact the General Manager's office to discuss your request.

MISCELLANEOUS POLICIES AND RULES

In addition to the rules and guidelines posted at the facility, the rules listed below apply for the applicable facility.

BILLIARD ROOM EQUIPMENT USE POLICY

1. All Association provided billiard equipment is stored in the Billiard Room. Residents will be responsible for any loss or damage of this equipment while using the Billiard Room.
2. Guests in the Billiard Room **must** be accompanied by a sponsoring resident at all times.
3. Billiard players must put away all equipment used to its proper location upon completion of play.

CERAMIC RULES

Residents are welcome to use the ceramics facility during posted hours; however, instruction is required before use of kiln and other equipment is permitted.

FITNESS CENTER RULES

1. Residents and guests must sign the Release & Waiver of Liability Agreement prior to using the Fitness Center equipment (Copies are available in the Recreation Center 1 office).
2. Residents and guests use gym equipment at their own risk.
3. Users of any gym equipment are responsible for observing the equipment use instructions.
4. Consult with your physician before commencing a fitness program and using fitness equipment.
5. Use a spotter when using free weights.
6. Return weights and other devices to proper racks.
7. Closed-toe shoes must be worn at all times while using the equipment; no flip flops.
8. Residents and guests using fitness equipment must wipe down equipment after use.
9. Do not adjust thermostat (if needed please see recreation staff).

LAWN BOWLING RULES

1. The Lawn Bowling Green is for Lawn Bowling activities only.
2. Open Bowling hours are posted on the bulletin board at the Lawn Bowling Pavilion for summer and winter club social bowling times.
3. Check-in 15 minutes prior to scheduled start time. During excessively hot days, bowling may be cancelled or moved to the evening instead.
4. Shoes must be flat soled and without heels. Unless otherwise specified, whites will be worn for all formal club tournaments and social events at the bowling green. Casual dress is acceptable for Open Bowling and special designated events.
5. Free lessons for CdS residents may be arranged by contacting the Club president or by attending special club instructional events. Upon completion of instructions, applicant becomes a Club member when dues are paid. Loaner bowls are available for lessons and new members for a reasonable time period.
6. CdS residents may use the greens only after formal coaching.

PADDLE TENNIS / PICKLEBALL / TENNIS COURT RULES

1. Court play starting time is 7:00 am. Sign-ups may be made no more than two days or for Paddle Tennis four days in advance. Sign-up time is 7:00 am for Paddle Tennis; 6:00 am for Tennis and Pickleball. If signing up before 7:00 am, a player must wait at or near the courts and make his/her presence known.
2. A court may be reserved for one hour per day for Paddle Tennis and one and a half hours per day for Tennis. If a court is not reserved, play may continue for additional time. Any reservation not claimed within ten (10) minutes of the reservation time shall be forfeited. A reservation sheet for Pickleball is to be posted at the court.

3. For Paddle Tennis, the name of the person or name of the group, should be listed on the reservation board.
4. If unable to use a reservation, names on that reservation must be removed as soon as possible so others may use the time.
5. No one may enter courts until it is his/her period to play unless court is vacant.
6. Prime time is 7:00 am to 10:00 am. Prime time may only be reserved for doubles play and club designated activities such as Open Court, Advanced Reserved Times and Drop-In times.
7. Lessons may be given on the courts, but not during prime time. Lessons may not be given on the courts without authorization by the Executive Officers of each club.
8. A resident must actively play on the same court with his/her guest.
9. Appropriate shoes and attire must be worn at all times.
10. Water is the only beverage allowed on the courts; no food is permitted on the courts.
11. Abuse of these rules will be cause for loss of playing rights as determined by the Executive Officers of each club.
12. The schedules for Paddle Tennis, Pickleball and tennis are posted at their respected courts and should be checked since time of play changes depending on the time of year.

BBQs AT RECREATION CENTER 1

1. BBQs are locked and must be reserved through the Recreation Office.
2. Association, Committee, Club and Activity events take priority over private usage.
3. Keys to unlock the BBQs must be signed out through the Recreation Office and returned after usage, cleaning and re-locking.
4. BBQ Area must be left clean and all trash must be thrown away after use of the area.
5. BBQ grills are to be cleaned after usage with the BBQ tools provided by the Association.

FIRE PITS AT RECREATION CENTER 1

1. One of the two fire pits can be reserved by a resident up to a week in advance through the Recreation Office. The other fire pit will be on a first come first serve basis.
2. Association, Committee, Club and Activity events take priority over private usage.
3. Keys to turn the fire pits on must be signed out through the Recreation Office.
4. A fire pit can be reserved for different time blocks; morning (8:00 am - 12:30 pm), afternoon (12:30 pm – 5:00 pm) or evening (5:00 pm – 9:45 pm).
5. When a resident is finished using the fire pit, it is to be turned off and the key returned to the Recreation Office.
6. Under no circumstance shall the fire pits be used for cooking.

7. No glass is allowed around the fire pits.

SHUFFLEBOARD POLICY

1. Courts are ready for play at all times when the recreation facility is open for operation. Instruction is provided by appointment.
2. Orange County League days are Tuesdays 9:00 am - 1:00 pm
3. In-club league days are Wednesdays 6:00 pm - 9:00 pm and Thursdays 9:00 am - 11:00 am. Friday Instruction is 10:00 am - 11:30 am
4. Closed flat, soft sole shoes are mandatory when playing.
5. At completion of play, replace equipment in appropriate racks or storage cabinets and leave a clean scoreboard.

SWIMMING POOLS, SPAS & LOCKER ROOMS

1. Pool areas are strictly off-limits for all guests under the age of 18 years old.
2. Rough and rowdy play is not permitted, that includes running and jumping into the pool, diving, cannonballs, etc.
3. No resident or guest shall attempt to adjust, regulate or otherwise interfere in any manner with utilities (water, heater, lighting apparatus, plumbing, sewer treatment, water facilities, pool filter or other utility equipment).
4. Assistance animals are permitted at the Recreation Centers, however this does not override public health rules that prohibit animals in swimming pools. Please discuss any request for a reasonable accommodation to a disability with the Recreation Director who will forward your request to the Board of Directors for review.
5. All gates to the pool facilities are to remain closed at all times.
6. Showers are mandatory before using pools or spas.
7. Cell phones may be used around the pool with consideration for others nearby.
8. No glass, ceramic or other breakable containers are permitted in the pool areas.
9. Persons with symptoms of communicable diseases, such as skin lesions, open sores or heavy colds are requested not to use the pools, spas or showers.
10. Lockers are for daily usage and must be cleared out when one is finished using the facilities that day.
11. There are no lifeguards on duty at the recreation center pools.
12. No person who is incontinent or who has diarrhea is allowed to use the pools or spas.
13. In the event of an emergency, immediately call 911. Please be aware the Association has two defibrillators; one is available at each Recreation Center (1 and 2).
14. Use of the pools, spas and other facilities are at your own risk. Consult your physician prior to use of the pools or spas to protect your own safety and well-being. The Association is not responsible for your safety at the Recreation facilities or Common Areas.

SOCIAL COMMITTEE

The Social Committee, with the assistance of the Recreation Director and staff, endeavors to provide an active and interesting social program for Casta del Sol residents.

Throughout the year the Social Committee provides numerous patriotic celebrations and party or picnic gatherings. Most of the events are in the Vista Room or outside by the pool area. The events are generally catered affairs and may include live bands, DJs or other types of entertainment. All Social Events are planned to be financially self-supporting.

There is a sign-up policy for Casta del Sol social events.

1. Official sign-ups for Association social events will take place at the Recreation Center 1 desk only when a Recreation Staff member is present.
2. The total number of allowed attendees will be determined based on the number of persons that can be accommodated in the scheduled facility and seating/table configuration.
3. All residents of Casta del Sol are eligible to sign-up for any Association social event. Residents may sign-up for a total number of resident attendees equal to the number of persons that can be accommodated at a single table at the event for which the sign-ups are open. All attendees must be paid for at the time of the sign-up. Residents wishing to sign-up for an entire table may do so only when an entire table is available.
4. Non-residents may be invited to and signed-up for an event as a guest(s) of a resident(s). Each household may sign-up sufficient guests to fill an entire table, if such table is available, but cannot sign-up more guests than will fill the table to be occupied by the host resident(s). All guests must be paid for at the time of the sign-up. Residents are responsible for their guests at the social event and for arranging guest gate entry.
5. Seating in the Vista Room:
 - Eight (8) people to a table with a maximum of twenty (20) tables in the Vista Room is customary.
 - If the eight (8) people at a table wish to invite (1 or 2) more people to their table, this is acceptable with the Recreation Staff, never to exceed ten (10) people at a table.
 - If there are seven (7) people at a table and staff cannot place a single guest, then they will place a couple for a total of nine (9) people.

Everyone at Casta del Sol is invited to attend all Social Committee events.

TRAFFIC

This section describes the rules and regulations that have been established for **Entry, Parking and Vehicle Operations** within Casta del Sol.

Security Disclaimer: The Association can never be crime-free. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their own neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the Association cannot guarantee your security. You

should NOT rely on the Association to protect you from loss or harm. You should provide for your own security by keeping your doors locked; refusing to open your door to strangers; asking workers for identification; installing a security system; carrying insurance; etc. Casta del Sol provides access control through all four (4) gate entrances for residents and non-residents. All traffic violations are the responsibility of the Casta del Sol Owner and are to be borne by the Owner regardless of offending party.

VEHICLE ENTRY

GATE INFORMATION

Casta del Sol has four gates for entry and exit of vehicles and foot traffic. The gate locations, hours of operation, and gatehouse telephone numbers are given in the directory section of the Casta del Sol phone directory.

Note: Vendors and service providers will only be allowed access as follows:

1. Entrance into Casta del Sol only through Gates 1 and 2.
2. Vendors and contractors are limited to any exterior noise as noted below.
 - Monday – Friday: 7:00 am – 6:00 pm
 - Saturday: 8:30 am – 4:00 pm
 - Sunday & Holiday: No exterior work is permitted except if there is an emergency. Only interior work which cannot be heard from the exterior of the residence is permitted.

RESIDENT ENTRY

Vehicle transponder stickers are issued to Casta del Sol qualifying residents within the community who are properly registered with the Recreation office. Transponder stickers automatically allow vehicles to enter Casta del Sol through the resident lane at any Gate without Gate Attendant interaction. Vehicles include cars, trucks, golf carts, motorcycles, mopeds and RVs. (Bicycles do not require a transponder sticker).

VEHICLE ENTRY TRANSPONDER STICKERS

1. Any Casta del Sol qualified resident, who owns or leases a vehicle with valid registration showing a Casta del Sol address, will be entitled to a transponder sticker for that vehicle. Transponder stickers are issued during the year to residents by the Recreation office staff during office hours. The Age Verification process takes place during odd years (e.g., 2021, 2023, etc.) for existing residents. During the next Age Verification and for future new residents, qualified residents who would like to receive a transponder sticker, will receive the first one free per address. Every additional vehicle or replacement transponder sticker will be issued at a cost of \$15.00.
2. Transponder stickers are to be obtained from the Recreation office and affixed (by staff), to the vehicle, on the windshield or on the left headlamp. Transponder sticker location is determined by the type of windshield glass. Information required for issuance of transponder stickers:
 - a. Current vehicle registration papers.
 - b. Permanent license plates must be on the vehicle.
3. Any vehicle parked anywhere other than a private driveway must display a current vehicle transponder sticker or valid gate pass placed face-up on the dashboard.
4. Any Casta del Sol Owner or qualified resident, who owns a vehicle with valid registration showing an address other than a Casta del Sol address, can be issued a transponder sticker subject to Management approval by providing proof of residency in Casta del Sol and proper vehicle registration.

5. Non-resident (absentee) property Owners may not have a Casta del Sol transponder sticker on their vehicles.
6. Transponder stickers must be removed from vehicles when selling and/or trading of said vehicle or permanently moving from Casta del Sol. The transponder sticker or pieces of the transponder sticker must be returned to the Recreation office to obtain a new transponder sticker for the new vehicle and to have the new transponder sticker activated.
7. Ten days prior to permanently moving out of Casta del Sol, residents must turn in removed transponder sticker(s) to the Recreation office for escrow closure. A temporary pass will be issued for residents' convenience. Failure to comply will result in a \$50 fine per transponder sticker.
8. Each transponder sticker may be deactivated by management, requiring resident access only through the guest lane.

RESIDENT ENTRY IDENTIFICATION CARDS

Identification cards are issued to Casta del Sol residents and absentee Owners. ID cards allow the bearer to enter Casta del Sol through the guest lane at any gate. Residents entering Casta gates on bicycles, or walking, are required to present their ID card to the Gate Attendant before passing through the gate.

OBTAINING AN ID CARD

1. A Casta del Sol Owner, lessee or absentee Owner can receive an ID card from the Recreation office. Appointments can be made by calling the office in advance (**949-455-4681**). ID cards must be turned in when a resident, lessee or absentee Owner leaves Casta del Sol or moves to another location within Casta del Sol, or a \$50 fine per card will be imposed. Ten (10) days prior to permanently moving from Casta del Sol or moving to another location within Casta, resident ID cards must be turned in for escrow closure. Upon receipt of resident ID cards, a temporary pass will be issued for resident's convenience. Failure to comply will result in a \$50 fine per ID card.
2. Data required for ID cards:
 - a. Resident's name and address.
 - b. Verification of home ownership or current Lease Agreement.
3. ID cards are required and **must** be presented when residents apply for guest passes or new transponder stickers.

RESIDENT ENTRY – GENERAL INFORMATION

1. New Casta del Sol residents who own or lease a vehicle with the registration showing an address outside of Casta del Sol will be issued a 60-day pass by the Recreation office staff.
2. Upon verification of valid vehicle registration and permanent license plates affixed on the vehicle, transponder stickers are to be affixed by Recreation office staff, to the vehicle, on the windshield or on the left headlamp. Transponder sticker location is determined by the type of windshield glass.
3. When a Casta del Sol resident purchases or leases a new vehicle, he/she may obtain a temporary pass from Recreation office staff. This pass will permit entry in the guest lane only until they receive their permanent registration and license plates. This will also apply to a resident driving a temporary vehicle. Casta del Sol ID cards must be presented when residents apply for a temporary pass or new transponder sticker.
4. All non-residents, residents without transponder stickers, contractors and vendors must display a valid gate pass face-up on their dashboard, on the driver's side, at all times.

GUEST ENTRY – GENERAL INFORMATION

The **Guest Entry System** is available to be used by all Casta del Sol residents to authorize entry of guests and vendors through the guest lane of any Casta del Sol Gate (Vendors and service providers will only be allowed entry to Casta del Sol through Gates 1 and 2. Vendors and service providers will not be allowed access to Casta del Sol through Gates 3 & 4).

1. Residents may call any one of the four gates, or use <https://community.dwellingleive.com/castadelsol.aspx> for residents and provide the following information:
 - a. Resident's name and Casta del Sol ID number. (*Do not give this number out to others. It is the property's confidential number*).
 - b. Guest's name, arrival time and date.
2. If a call is made by the resident, the Gate Attendant will log the information and verify the resident's data.
3. If a resident is expecting several guests, the resident should prepare a list of guests with the day and time of arrival and take it to any Gate Attendant for computer entry or the resident can utilize <https://community.dwellingleive.com/castadelsol.aspx>. The resident should call the Gate Attendant the morning of the event as a reminder. If the event is to be held at the Recreation Centers take a list of guests to Gate 1 or 2.
4. Refusal of the resident to provide their Casta del Sol ID number will cause the Gate Attendant to deny entry to the guest.
5. When a guest reaches the gatehouse, identifies him/herself and informs the attendant of the resident he/she is visiting, the attendant will verify the information on the computer system and then, and only then, will issue a pass to the guest driver. The pass must be placed on the vehicle dashboard face up, on the driver's side. Please review the traffic rules with your guests. Major traffic rules are written on the reverse side of guest passes. Guest passes are for the specific address which they were granted entry for and they do not have permission to drive throughout the community.

PERMANENT GUEST ENTRY PASSES

1. Casta del Sol residents may submit names that can be placed in the gate computer system, enabling those individuals' access. Guest passes should only be issued for family and close friends. They will not be issued for service agencies. (e.g., gardeners, cleaning services, caregivers, etc.)
2. Upon arrival, the Gate Attendant will issue a pass to the specific home that will be valid for 60 days. At the end of 60 days, the guest will receive a new pass for another 60 days. These names will be valid until the next vehicle registration program or until a resident request the name be removed from <https://community.dwellingleive.com/castadelsol.aspx>.
3. Guests parked anywhere in the community must always display a valid gate pass face up on the dashboard, on the driver's side, at all times.

SHORT TERM TEMPORARY GUEST ENTRY PASSES

Temporary guest passes may be requested by Casta del Sol residents for guests on extended visits in the community. (*See definition of "temporary" under General Rules*).

1. Temporary guest passes can be entered by the resident on <https://community.dwellingleive.com/castadelsol.aspx> or by the Recreation office during business hours. Residents who want a temporary guest pass for longer than a week must come to the Recreation office to have a temporary guest pass established for their guest when they come to the gate.

2. The resident should instruct the guest to request his/her temporary pass from the Gate Attendant. Temporary guest passes will be issued for a period of up to seven (7) days at a time and must be displayed face-up on the dashboard, on the driver's side, at all times.
3. Information required for temporary guest passes beyond 7 days:
 - a. Guest's first and last name and if a vendor, state type of vendor (e.g., gardeners, cleaning services, caregivers, etc.)
 - b. Resident's updated Casta del Sol ID card.
 - c. Start and stop date and time of the temporary guest's visit.
4. College Emeritus students will be provided "Student Guest" passes valid for the length of the class. Parking will be allowed only in the lower parking lot at Recreation Center 1.

SERVICE FIRMS REGULAR OR PERIODIC ENTRY

1. Service firms (e.g., gardeners, cleaning services, caregivers, etc.) must be on the Casta del Sol approved entrance list located at each gate.
2. Upon entering Casta del Sol, the driver will provide required information, which will be logged by the Gate Attendant:
 - a. Firm's name: (In the absence of vehicle identification, logo or sign, the Gate Attendant will require company identification.)
 - b. Driver's name.
 - c. Vehicle license plate number
3. The Casta del Sol resident is responsible to remove service agencies from their approved list once services are no longer required.

TEMPORARY CONTRACTOR'S GUEST PASSES

1. Casta del Sol residents who don't use the website may notify Recreation staff when they are contracting for work to be done at their home for more than one day, so the Recreation staff can enter the pertinent data into <https://community.dwellingleive.com/castadelsol.aspx> for residents.
2. Vendors and service providers will only be allowed to enter Casta del Sol through Gate 1 and gate 2, during permitted vendor access hours. Residents should notify the Recreation office with the name of the contractor along with the estimated start and completion dates.
3. A vendor pass can be issued up to sixty (60) days; but the contractor will remain as an active vendor if the completion date is longer than sixty (60) days. At the end of sixty (60) days, another pass can be issued until the completion date has been reached. A contractor agent may also receive a seven (7) day pass, after first showing evidence that he/she is an agent of the contractor.
4. The contractor will not be allowed into the community after the date of completion unless the resident extends the estimated date of completion. Residents should remove the contractor name from their guest list on <https://community.dwellingleive.com/castadelsol.aspx> or notify the Recreation staff when their contracting work is completed.
5. Temporary contractors, vendors or service provider's guest passes must be displayed face-up on the dashboard, on the driver's side, at all times.

EMERGENCY VEHICLE ENTRY

Entry of emergency vehicles is allowed through any Casta del Sol gate. Procedures for residents entering a gate during an emergency are as follows:

1. When non-emergency vehicles have stopped at a gate, in both lanes, the resident lane will be directed to clear the roadway and proceed into Casta del Sol without normal clearance as the emergency vehicle using flashing lights approaches the gate. If the resident lane is blocked off due to an extreme circumstance, guest lane traffic will be directed out of Casta del Sol to allow entry of emergency vehicles.
2. As the emergency vehicle approaches the gate using flashing lights, residents must pull to the side of the road and park until the emergency vehicle has passed. If the gate check-in process has not been completed it will be necessary for the resident to return to the gate.
3. Emergency vehicles will be able to enter Casta del Sol after 10:00 p.m., when gates are closed, through the use of an emergency bypass system.

TWO-WHEEL VEHICLE ENTRY

1. Two-wheel vehicles (mopeds, motorcycles, standard and motorized bicycles and scooters) owned by residents and non-residents are allowed to enter the Casta del Sol complex through all gates and proceed to the resident's home. The invited guest procedure is applicable for these guests.
2. **Non-resident owned two-wheel vehicles** are not allowed to enter Casta del Sol between the hours of 8:00 pm and 7:00 am.

RENTAL TRAILER AND TRUCK ENTRY

Rental trailers and trucks driven by a resident may enter the guest lane through any gate when the resident displays a current ID card. This entry shall be for short durations for loading and unloading. Non-residents must use invited guest procedures.

VEHICLE OPERATION

TRAFFIC RULES OF THE ROAD

1. All vehicles must observe and comply with the Casta del Sol posted residential speed limit of 25 MPH (California Law for residential neighborhoods).
2. All vehicles must COME TO A FULL STOP AT STOP SIGNS.
3. Reckless Driving - Weaving or driving into on-coming lanes of traffic is prohibited.
4. All vehicles must reduce speed at all speed bumps, speed cushions, blind curves, and roadway spikes.
5. In the event of a vehicular accident, telephone the Orange County Sheriff (**949-770-6011**) who provides police protection for the City of Mission Viejo. If no officer comes to the scene, exchange name, address and insurance information with the other driver. (If the accident involves bodily injury, death or property damage exceeding \$500, a report must be made to the California Department of Motor Vehicles, on a special form, within 10 days.) The form can be obtained from your insurance carrier at the time you report the accident to them.

PARKING

GENERAL PARKING RULES AND REGULATIONS

1. NO PARKING in cul-de-sacs or turn-arounds without sidewalks unless specified by signage.
2. Parking on streets is permitted next to a sidewalk. (If there is no sidewalk, parking is not permitted except in specially built turnouts marked with parking signage on a few of Casta del Sol's streets.
3. No parking is permitted within 15 ft. of any fire hydrant or 10 ft. of a street corner or entrance to any cul-de-sac.
4. No parking is permitted that will block entry or egress from any driveway.
5. No vehicle or boat repair (other than emergency type) is permitted on Casta del Sol streets or residents' driveways.
6. Vehicles parked on Casta del Sol streets must:
 - a. be in operating condition.
 - b. display a current transponder sticker or valid gate pass.
 - c. have evidence of current registration in the form of license tags or DMV documentation, and
 - d. cannot be left unmoved for periods exceeding 7 days.
7. Vehicles parked within Casta del Sol shall be maintained in a clean condition. Leaking fluids shall not be allowed.
8. "FOR SALE" signs are not to be visibly displayed on, or in, any vehicle in Casta del Sol.
9. The upper & lower parking lots of Recreation Center 1 are intended for the use of residents and guests attending functions at the center.
10. Lower lot at Recreation Center 1 is where resident-owned approved Commercial Vehicle parking is permitted (Permits available at the Recreation office).
11. No overnight parking is permitted in Recreation Center 2 parking lot.
12. No vehicle may park in a handicapped marked space unless the vehicle displays an official DMV placard or disabled person license plate.
13. Commercial vehicles may park as needed to provide services to the Casta del Sol community in the most efficient manner so long as they do not obstruct through traffic, access to neighboring residences, emergency vehicles or any Casta del Sol facility or function. An exception to Rules 1 and 2 (of this section) is made to allow parking of commercial vehicles as needed when servicing homes where there are no sidewalks.
 - a. A maximum of 1 (one) commercial vehicle ONLY may be parked on a street with no sidewalk at any given time.
 - b. One additional commercial vehicle may park in the resident's driveway.

- c. All others must park in authorized street locations (refer to items 2, 3, &4 above)

Commercial vehicles may not be left unattended for extended periods of time, and the driver must be on site and available at all times to move the vehicle if needed for any reason. All other General Parking Rules and Regulations apply to all commercial vehicles.

14. Disability scooters are required to use sidewalks within Casta del Sol wherever available for safe passage and to display a red or orange triangular flag fastened on a 6' rod affixed to the mobile device.
15. Parking within the driveway must not extend into the sidewalk, street or cul-de-sac.

RESIDENT-OWNED VEHICLE PARKING

1. Vehicle parking in Casta del Sol, except as prohibited below is permitted in a resident's garage, on a driveway or on the sidewalk side of any street. If there is no sidewalk, parking is not permitted except in specially built turnouts marked with parking signage on a few of Casta del Sol's older streets. Vehicles are to be parked in the direction of traffic flow. A resident vehicle parked on the driveway or street must display a current transponder sticker or a valid gate pass, face-up on the dashboard, on the driver's side.
2. Resident-owned golf carts must display a Casta del Sol decal or may purchase a transponder sticker. Golf carts can only be parked overnight on the driveway or in the garage.
3. The following resident-owned passenger vehicles may be parked on Casta del Sol streets as permitted in item 1 above if they meet the criteria listed below. If a resident's passenger vehicle does not meet the criteria, it must be parked in the resident's driveway or garage.
 - a. Passenger cars.
 - b. Pick-up trucks, jeeps, vans, sport utility vehicles up to nine (9) passengers used primarily for passenger transportation and motorcycles.
4. The following vehicles **MAY NOT** be parked overnight on Casta del Sol streets but must be parked in either the resident's driveway or garage as specified below:
Garage **ONLY**:
 - a. Mopeds and bicycles
 - b. Flatbed-style haul trailers (loaded or unloaded)
Driveway or Garage:
 - a. Non-operable vehicles
 - b. Vehicles with no evidence of current registration
 - c. Vehicles with planned non-operation (PNO) registration
 - d. Covered vehicles
5. Vehicles used for commercial purposes **ARE NOT PERMITTED** to park on Casta del Sol streets or on residents' driveway. Contact the Casta HOA Administration Office or Traffic Committee if you are considering what may be a questionable addition to your vehicle. Commercial vehicles are defined as:
 - a. Vehicles displaying signs advertising a commercial business.
 - b. Vehicles fitted with accessories used for commercial purposes including roof ladder or construction material racks or dropdown ladder racks.
6. All covered vehicles must be parked in resident driveways.

ENTRY AREA PARKING

1. No parking is permitted in an entry or exit area at the Casta del Sol gates.

RESIDENT-OWNED COMMERCIAL VEHICLE PARKING

1. Commercial Vehicle Definition
 - a. Vehicles used for commercial purposes or displaying signs that advertise a commercial business.
 - b. Vehicles described by the Motor Vehicle Code as Commercial Vehicles.
 - c. Vehicles described by the manufacturer as commercial or cargo vehicles. The subject described vehicles would include, but not be limited to, the following types:
 - Passenger vans with capacity greater than nine passengers
 - Platform/flatbed/stake bed vehicles (regardless of weight capacity)
 - Dump Trucks
 - Utility Trucks
 - Catering Trucks
 - Wreckers – roll off/boom type
 - Buses
 - Limousines
 - Taxi cabs
 - Ride share vehicles other than those used for daily transportation of resident.

Exceptions:

- Pick-up trucks and van conversions solely used for personal transportation and not used in commercial activities are excluded from the Commercial Parking Restrictions.
2. Commercial vehicle parking is not permitted overnight in Casta del Sol. Such vehicles, driven by residents in pursuit of their occupation, are to be parked in Recreation Center 1 lower parking lot. There is a limit of only one (1) commercial vehicle, per residence allowed.
 3. Permits and signed agreements are required before parking.
 4. PROCEDURE:
 - a. Residents will obtain numbered permits from the Recreation office and complete the Parking Contract. This contract requires annual renewal.
 - b. Data required by the office for a parking permit:
 - Resident name, address, phone number and Casta del Sol ID card
 - Vehicle license plate number
 - Vehicle make/model

RESIDENT-OWNED RECREATIONAL VEHICLE PARKING

1. Definition of recreational vehicle:
 - a. Trailers
 - b. Motor homes
 - c. Campers (includes pick-up trucks with a slide-in camper).
 - d. Boats
 - e. Modified vans, etc.

2. Except as provided for in paragraph 3 below, resident-owned recreational vehicles are not permitted to park on any Casta del Sol street, driveway, or parking lot. If these vehicles cannot be garaged, they must be parked outside of Casta del Sol.
3. For purposes of loading and unloading resident-owned recreational vehicles within Casta del Sol, a 48-hour pass must be obtained at any gate, in accordance with Casta del Sol entry procedures. This pass allows resident-owned recreational vehicles to be parked up to two days on Casta del Sol streets adjacent to a sidewalk. During this period, the vehicle may be parked for up to four hours in front of the Owner's residence for loading and unloading. Residents must be available during the loading/unloading period to move the recreational vehicle in the event of an emergency.
4. While parked within Casta del Sol, no persons may stay in the vehicle overnight.

GUEST-OWNED VEHICLE PARKING

1. Any guest owned vehicle parked in Casta del Sol, must be parked within the guidelines and adhere to the requirements in the RESIDENT-OWNED VEHICLE SECTION OF THESE PARKING RULES AND REGULATIONS.
2. Guest-owned golf carts are not permitted to park in any Casta del Sol resident driveways, but may be temporarily parked at the Recreation Center 1 lower parking lot, with office permission. NO PARKING ON STREETS IS ALLOWED.

GUEST OWNED COMMERCIAL VEHICLE PARKING

1. Guest owned commercial vehicles may not be parked overnight within Casta del Sol.
2. Guest owned commercial vehicles may park within Casta del Sol during the day to provide service to residents.

GUEST OWNED RECREATIONAL VEHICLE PARKING

Guest-owned recreational vehicles are not permitted to park on Casta del Sol streets, driveways or parking lots except as provided for in paragraph 2 below.

1. Guest-owned recreational vehicles may enter Casta del Sol (at Gate 1 only) after being issued a 24-hour pass in accordance with Casta del Sol entry procedures. This pass will allow the vehicle to be parked at Recreation Center 1 parking lot for one day. Extended parking for up to 14 days of guest-owned recreational vehicles at Recreation Center 1 parking lot may be arranged through the office. Permits and signed agreements are required for the extended parking period.
2. Procedure for extended parking permit:
 - a. A resident must be present to obtain the permit and complete the parking agreement.
 - b. Permits and agreements are issued by the Recreation office.
 - c. Data required by the office for a parking permit:
 - Sponsoring resident's name, phone number and Casta del Sol ID card
 - Vehicle license plate number
 - Vehicle make and model
 - d. While parked within Casta del Sol, no persons may stay in the vehicle overnight.

RENTAL TRAILERS, RENTAL TRUCKS, MOVING & STORAGE PODS AND COMMERCIAL MOVING VANS - PARKING

1. Rental trailers, rental trucks and commercial moving vans are not permitted to park overnight within Casta del Sol except as provided for in paragraph 2 below.

2. Rental trailers and trucks used by residents will be permitted to enter the guest lane of any gate with proper resident identification, to perform daytime loading/unloading. At night, these vehicles must either exit Casta del Sol or park in the Recreation Center 1 parking lot. There will be no charge for this overnight parking. Moving, storage pods and commercial waste bins are permitted to park in driveways for up to 30 days. No moving, storage pods and commercial waste bins are allowed to park on the street unless given authorization by Management. A permit must be obtained at the Recreation office. A copy of the permit must be attached to the pod. The permit may be renewed by filing for an extension at the Recreation Center 1 office.
3. Commercial moving vans must not block Casta del Sol streets. Loading/unloading must be performed between 7:00 am and 10:00 pm. Noise must be kept to a minimum; no loud radios, shouting, etc.
4. If the commercial moving van company has not completed the loading/unloading by 10:00 pm, it must exit Casta del Sol and return the following day for completion. Casta del Sol will not be responsible for any extra charge that might be incurred to comply with this rule.

TOWING

1. A vehicle parked in violation of the Casta del Sol governing documents may be towed. The complete Towing Policy is on file in the Casta del Sol Management Office or can be viewed on the website at www.castadelsol.com under "Rules and Regulations." The Casta del Sol Towing Policy follows all requirements of the *California Vehicle Code*, Section 22658.
2. A notice of parking violation will be issued on the vehicle at least 96 hours prior to towing, except for emergencies or where notice is not required under the California Vehicle Code.
3. Vehicles that are on Casta del Sol controlled property and lack an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate on any roadway are subject to being towed, without notice as an emergency.
4. Law Enforcement will be notified immediately after the towing notice has been issued; the towing company will have obtained written authorization from the Casta del Sol Management Office prior to towing.
5. If a vehicle is unlawfully parked within 15 feet of a fire hydrant, in any fire lane, or in a manner which interferes with an entrance to, or exit from, private property, a towing company may be delegated with general authorization to tow, without notice as an emergency.
6. The complete Towing Policy is on file in the Casta del Sol Management Office.
7. For Towing assistance, please contact Southside Towing at 949.631.8698.

MISCELLANEOUS

1. Violations of traffic rules and regulations may be reported by any resident using a form available at the Recreation office. All pertinent details must be given, with the submitter's name and will be treated confidentially.
2. Violation Procedures are as follows:
Citations for non-compliances of these traffic rules and regulations will be issued by the contracted Casta del Sol roving patrol. Citations may result in a hearing before the Casta del Sol Board of Directors and a monetary penalty imposed

as provided in Sections 3.09 and 6.06 of the CC&Rs and listed in the fine and fee schedule. For your reference, the fine and fee schedule is included in these community pages and the Casta del Sol Homeowners Telephone Directory under FINE AND FEE SCHEDULE (Traffic). Fines may be paid in advance in lieu of attending a Casta del Sol Board hearing.

3. Gate Attendants are not allowed to accept articles, including keys, for delivery to another person or agency. They cannot accept deliveries for residents.
4. The use of skateboards, motorized skateboards, non-motorized scooters, in line and roller skates are prohibited within Casta del Sol.

TRAVEL

The Travel Committee plans tours and trips of interest to residents at group rates. Suggestions from residents are encouraged and given consideration. Guests must be at least 18 years old and must be accompanied by a Casta del Sol resident in order to go on any Casta trip.

Guidelines established by the Board of Directors are as follows:

1. Reservations are made on a “first come, first served” basis by signing up at Recreation office. The signup sheet is not available prior to the designated date after 8:15 a.m. published in the monthly newsletter, *The Casta Courier*. If you are not able to make the scheduled Travel Committee signup, you may still purchase tickets by signing up at the Recreation office during business hours.
2. A resident may sign up for no more than two (2) persons, such as:
 - a. Single: A single resident may sign up for himself/herself and one (1) companion (not necessarily a resident), or
 - b. Married: A resident may sign up for himself/herself and a spouse.

During departure, residents will be called to board the bus in the order in which they signed up for the trip. The seats you choose will be your seats for the entire trip.

3. Guests (non-residents) may be invited after the sign-up sheet has been out for five (5) days. A resident must make the reservation and payment for it; a resident must be responsible for guests.
4. It is very important that everyone be on time when taking a bus trip. The bus departs at the exact departure time. Please arrive at least thirty (30) minutes prior to departure. The bus company charges an overtime-fee if the bus is held up for more than 15 minutes waiting for a passenger. If this fee is charged, the individual or individuals who have caused the delay will be charged the overtime fee. Casta del Sol and the Travel Committee are not responsible for these charges.
5. Travelers requiring help must have a spouse, companion or caregiver accompany them for assistance on trips.
6. The resident is responsible for legibly printing names and phone numbers on the sign-up sheet. Neither office personnel nor committee-escort can be held responsible for this omission.

Parking for trips that involve two or more days must be in Accordance with Traffic Rules and Regulations. Vehicles owned by those on Casta del Sol approved overnight trips should be parked against the wall in the Recreation Center 1 parking lot entrance. (See Traffic section.)

All Travel Committee tickets are non-transferable from one resident to another unless the following conditions are met:

1. Resident must contact Recreation Center 1 staff at 949-455-4681 to cancel your reservation for the trip.
2. Staff will check wait list for availability.
3. If no wait list is available, resident must arrange for transfer of ticket(s) through staff.
4. Staff must then verify completion of Waiver for new ticket holder prior to trip.
5. Failure to comply with above conditions will result in resident replacement being denied access to trip.

Casta del Sol Homeowners Association does not carry travel insurance for residents on committee events. Residents may wish to pick up trip insurance information at the Recreation office or request information about obtaining travel insurance from their personal insurance carrier.

The Association assumes no responsibility for the participants in any trip, including any injuries, trip cancellation, damages or other travel related problems.

WELCOME

The purpose of the Welcome Committee is to contact new residents and arrange to meet with them and welcome them to the community.

During the informal meeting, a committee member or two present a welcome bag, which contains a folder full of information about Casta del Sol and services and resources for seniors in Mission Viejo and nearby. The information includes a list of the committees, clubs and activities in Casta and flyers with a description of the work of several of these committees. A map of Casta and a copy of the fine and fee schedule are also included. The new residents are encouraged to refer to the Casta phone book for additional details and information. Our members also answer any questions the new residents may have about Casta and Mission Viejo.

Two members visiting a new resident may arrange to meet in the newcomer's home or in a mutually convenient location in Casta. A committee member meeting singly, however, must meet in a common area such as the terrace area at Pool 1, a meeting room or in the library.

Any mask guidelines in effect in Casta must be followed during these meetings.

The Welcome Committee meets once a month, at which time members choose names from the list of new residents for that month. Some residents decline to have a visit or meeting but they are offered a full welcome bag, which we deliver.

Fine and Fee Schedule

Notice to Members of Monetary Penalties

The Casta del Sol Board of Directors approved the schedule of monetary penalties (fines) that may be imposed upon an Owner, resident, lessee or their guest(s) or invitees for violation of the Governing Documents, Rules or Architectural Standards and Guidelines of Casta del Sol. As required by California law, Civil Code Section 5850, this schedule is being

distributed to members of the Casta del Sol Homeowners Association. Article VI, Section 6.06 of the CC&Rs and Article IV, Section 11 of the By-Laws provides the authority for the Board to establish rules. Section 5850 of the Civil Code states that if an association adopts a policy of imposing any monetary penalty (fee or fine), before imposing any such fee or fine, the Board of Directors shall adopt and distribute to each member, a schedule of the monetary penalties, and an opportunity to have a hearing on the matter before the Board of Directors.

The dollar amount following the violations or rule infractions listed on the following pages represents the penalty for a first offense that may be imposed following a hearing by the Board of Directors. The penalty for a second or subsequent violation of the same rule is double the penalty imposed at a prior hearing or as otherwise noted in the attached schedule.

Should the Association receive fines or incur charges based on resident actions, the homeowner from the responsible property may have those fines applied to their account and will be subject to an additional fine from the Association.

In addition to or instead of a monetary penalty, the Board may shut off resident transponder use. The Board may also suspend the right of the Owner, resident, lessee or guest to use Association property (facilities) for a period of up to thirty (30) days for each violation, or may impose all or a combination of transponder shut offs, a fine and/or facility suspension.

The penalty for any violation of the governing documents or rules presently in effect but not specifically identified in this schedule will be determined by the Board of Directors within the monetary amounts specified for similar violations.

GENERAL

Unauthorized or illegal use, damage, failure to leave in the condition as found in, or alteration of Casta Del Sol facilities, property or equipment.	\$100 + cost of repair
Creating a nuisance (examples include unreasonable noise including barking dogs, motorcycles and loud music); clutter (including unsightly articles that obstruct or interfere with the rights of other residents, or results in an unaesthetic appearance).	\$100
Unauthorized or illegal use or alteration of a dwelling unit.	Removal of illegal alteration or cessation of illegal use and \$100 per incident
Failure to correct fire, safety or health hazard or other dangerous condition on personal property.	\$100 per month
Residency/occupancy violations (examples include unauthorized occupants, guests residing longer than permitted, not registering tenants, etc.).	\$500 per month in excess of time limitation in documents
Leaving trash cans where visible by other residents past the regular pick up date.	\$50
Littering on Association property.	\$50
Use of facilities during prohibited hours.	\$100
Should the Association receive fines or incur charges based on resident actions, the homeowner from the responsible property may have those fines applied to their account and will be subject to an additional fine from the Association.	\$100
Should the Association receive fines or incur charges from Waste Management based on resident actions, the homeowner from the responsible property will have those fines applied to their account and will be subject to an additional fine from the Association.	\$50
Barbequing in Common Area.	\$100

Misuse of Association ID cards or gate passes or transponder stickers.	\$100
Failure to turn in Association ID card when terminating residency in Casta Del Sol.	\$50
Failure to remove and return vehicle transponder sticker when vehicle is disposed of or upon moving from the Association.	\$50
Failure to abide by the facility use rules and regulations.	\$100
Leaving garage door open for extended period.	\$50
Failure to accompany guests using Association facilities.	\$100
Verbal or physical abuse of Management company employees, residents, on site contractors, or vendors of the Association.	\$500
New Tenant Processing Fee.	\$50
Failure to process/register new occupant within 72 hours.	\$100
Unauthorized disposal of trash in Association dumpsters.	\$250
Should a resident receive a fine and not pay the fine within a specified period of time sixty (60) days, the resident would be called to a Board Hearing and their resident vehicle transponder(s) would be subject to deactivation for a period of thirty (30) days.	

ARCHITECTURAL

<p>Committee discovers commencement of exterior work without Committee approval or discovers a partial or fully completed alteration without Committee approval, regardless of completion date. Owner will be notified by a stop work notice. If an Owner is issued a stop work order or does not file an application, an additional fine can be assessed for work started or completed prior to Committee approval. Applies to Greenbelt commencement of work as well (e.g., Artificial Turf).</p>	<p>A stop work order is an immediate \$50 fine. Failure to submit an “Application for Exterior Modifications” within 2 business days \$250 fine. An additional \$250 fine if an application is not received within 9 business days.</p> <p>Cessation of project under a Stop Work Notice or other means and \$500 fine regardless of eventual outcome, and removal of partly or fully completed alteration if not approved.</p> <p>An additional \$500 for each additional 30-day period until application is received or the alteration is removed and restored to the original unaltered state.</p>
<p>“Architectural Application for Exterior Modifications” Fee</p>	<p>\$50 non-refundable per-application on a project estimated at \$1,000 or more; Any ADU/JADU modification, ranging from a simple room addition, to a major interior remodel or exterior modification will require a non-refundable application fee of five hundred dollars (\$500). Plus a deposit of \$1,500 to cover the cost to retain a consulting architect to review the ADU/JADU application. The amount for the review will vary between \$500-\$1,500, should the amount billed by the architect for their review be less than the deposit, the Association will refund the difference to the applicant.</p>

Continuation of work after receiving a “Stop Work Order”	\$500 regardless of eventual outcome and removal of project if not approved.
Failure to submit an Architectural application for exterior modification.	\$250 fine
Failure to post the copy of the approved Architectural application for exterior modification.	\$100 fine
Failure to submit a notice of project completion.	\$50 fine
Disregarding denial of a submitted application for work.	\$500 regardless of eventual outcome and removal of project if it cannot be made satisfactory to the Committee
Deviation from Architectural Committee approved plans (Owner has 45 days after receiving written notification from the Committee to correct the deviation).	\$200 fine
Continued deviation after 45-day period.	\$200 fine and \$200 each month until violation is corrected
Failure to correct an Escrow Violation.	\$100 fine
Continued deviation after 60-day period.	\$100 fine and \$100 each month until violation is corrected
See also “Unauthorized or illegal use or alteration of a dwelling unit” under the “General” heading.	
Failure to address/correct an Architectural Committee notice within allotted time frame.	\$100 fine
Reoccurring rules & guideline violations.	\$50 fine for the 1st offense, 2 nd and each additional offense thereafter is a \$100 fine.
Violation of sign ordinance.	\$50 fine
Failure to maintain exterior of the property in a condition meeting the Association’s aesthetically acceptable standards.	Letter to resident giving 30 days to correct area.
Non-compliance after 30 days.	\$100 each month until violation is corrected
Non-compliance after 90 days.	Cost of the Association to bring unit up to standard.

GREENBELT

Unauthorized planting on or use of Greenbelt areas.	\$100 + Cost to restore area
Removal or destruction of Association plant materials without written permission.	\$100 + cost to restore or replace area
Unauthorized pruning of or damage to Association trees or shrubs.	\$100 + cost to restore
Altering sprinkler heads, or modifying the irrigation system in any way.	\$100 + cost to restore
Failure to dispose of debris and soil from a private re-landscaping or gardening project.	\$50
Modification to Common Area that interferes with normal drainage of Greenbelt areas.	\$100 + cost of repair

Bird feeders or bird houses in Association trees; placing birdbaths in Common Area.	\$50
Placing any objects (including furniture) in Greenbelt areas whether temporary or permanent, which may interfere with landscape mowers on mow day.	\$50 per occurrence
Failure to keep gated side yard swales free of weeds and debris.	\$100
Interference with work of landscape/ maintenance crew/ personnel.	\$100
Furniture or objects placed in Common Area in excess of 24 hours.	\$100
Modification to original structure by addition of patio or room addition that interferes with normal drainage.	\$100 + cost to correct
Permanently attaching trellis to structure.	\$50 + cost to correct
Failure to remove holiday decorations within specified timeframe.	\$50

PET REGULATIONS

Failure to keep a pet properly restrained or under physical control.	\$100
Allowing a pet to become a nuisance by excessive noise or unreasonable disturbance.	\$100
Failure to clean up after a pet.	\$100
Pets bred, raised or kept on premises for commercial purposes.	\$100
Injury to persons or damage to property caused by animals.	\$100 + cost of repair
Having more than any combination of two (2) pets per residence.	\$50
Allowing a visitor to bring an unauthorized pet into the Association.	\$50
Allowing a pet to enter any Association facility in violation of Facility rules.	\$100
Allowing a pet to act in an aggressive or menacing fashion towards a person or another pet.	\$100

RECREATION CENTERS (Clubhouse Use Fees)

Vista Room reservation (Private Party).	\$100 + additional fee for children
Heritage & Fiesta Room reservation (Private Party).	\$50 + additional fee for children
Club China/Glassware deposit.	\$100
Improper use of Recreation Centers disposal receptacles for resident use or their vendor's trash.	\$100
Library-lost books	\$15

TRAFFIC

Parking within 15 feet of a fire hydrant, or 10 feet of a street corner or entrance to any cul-de-sac.	\$50 per occurrence
Parking in cul-de-sacs without sidewalks.	\$50 per occurrence
Illegally parking in a handicapped space (no placard or handicapped identification).	\$50 per occurrence or posted fine amount
Parking in the same street location for more than seven (7) days.	\$50 per occurrence
Illegal parking	\$50 per occurrence
Parking a recreational vehicle on the street for more than 48 hours or overnight parking in cul-de-sacs.	\$50 per occurrence
Parking a covered vehicle on any Casta del Sol street.	\$50 per occurrence
Changing oil or other vehicle or boat maintenance on Common Area property.	\$50 per occurrence
Exceeding the posted speed limit, failing to come to a complete stop at stop signs or reckless driving.	\$100 per each occurrence
Parking a vehicle on driveway or street without displaying a current vehicle transponder sticker or valid gate pass.	\$50 per each subsequent occurrence
Operating a disability scooter in the street wherever there is a sidewalk available.	\$50 per occurrence
Parking in any entry or exit areas at the Association gates.	\$50 per occurrence
Parking an unregistered or Registered Non-operation vehicle on Casta del Sol streets or in Casta parking lots.	\$50 per occurrence

*The Casta del Sol HOA Board has the option to double fine amounts for a second or subsequent violation of the same rule within a three-year period. The Board can also decide to decrease the amount of the fine depending on the violation.

Frequency in violations may result in deactivation for a 30-day period of ingress transponder stickers through resident lane. **Access through the guest lane will still be permitted.**

Owners receiving notification of any possible violation which are issued to the Owner, their tenant, guest or vendor will receive notification at least 10 days prior to the Board Hearing, Owner/resident has the right to appear before the Board on said violation. (Civil Code 5855(b)).

Casta del Sol Board Approved: March 17, 2022