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# **CASTA DEL SOL HOMEOWNERS ASSOCIATION OFFICIAL INFORMATION & RULE BOOK 2025**

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## **PLEASE NOTE**

**All members, residents, family members and guests use the Casta del Sol (CdS) 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 guidelines are subject to change by the Board of Directors.**

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# CASTA DEL SOL

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## HOMEOWNERS ASSOCIATION DIRECTORY 2025 EDITION

### REGIONAL TELEPHONE NUMBERS

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

**Recreation Center 1 Office** \_\_\_\_\_ **949-455-4681**

Office Business Hours: Weekdays 8:00 a.m. – 5:00 p.m.

Recreation Center Hours: May-Oct: Mon-Sun, 8:00 a.m. – 10:00 p.m.

Nov-Apr: Mon-Fri, 8:00 a.m. – 10:00 p.m.; Sat & Sun, 8:00 a.m. – 8:00 p.m.

Recreation 1 Pool Hours: May-Oct: Mon-Sat, 7:00 a.m.-10:00 p.m., Sun, 8:00 a.m.-10:00 p.m.

Nov-Apr: Mon-Fri, 7:00 a.m.-10:00 p.m., Sat, 7:00 a.m.-8:00 p.m., Sun 8:00 a.m.-8:00 p.m.

**Recreation Center 2 Pool Hours:** Mon-Sun 7:00 a.m. – 10:00 p.m.,

**Rec 2 Heritage Room Hours:** Mon-Sun 8:00 a.m.-10:00 p.m.

**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 a.m. – 4:30 p.m.

**Casta del Sol Website** \_\_\_\_\_ [www.castadelsol.com](http://www.castadelsol.com)

**Maintenance Services Supervisor** \_\_\_\_\_ **949-215-1955**

**Maintenance Coordinator** \_\_\_\_\_ **949-455-4671**

**Landscape Maintenance Coordinator** \_\_\_\_\_ **949-455-4672**

**Landscape Administrative Assistant** \_\_\_\_\_ **949-215-3146**

**Landscape/Irrigation – Call O’Connell Landscape for all landscape and irrigation matters**

**O’Connell Landscape Customer Service** – Mon-Fri 7:00 a.m. – 3:30 p.m. \_ **1-800-339-1106**

**Irrigation/Fallen Tree Emergency After-hours, O’Connell Landscape** **1-800-339-1106**

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

Dead Animals, Mission Viejo Animal Services \_\_\_\_\_ **949-470-3045**

**Email for O’Connell Landscape Work Orders** \_\_\_\_\_ [workorders@oclm.com](mailto:workorders@oclm.com)

**Powerstone Property Management Home Office – 9060 Irvine Center Drive, Irvine, CA 92618**  
**Billing Inquiries on Assessments: Mon-Fri 9:00 a.m. - 5:00 p.m. \_\_\_\_\_ 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 a.m. – 10:00 p.m.** Albeniz & Jeronimo \_\_\_\_\_ **949-455-4675**

**Gate 3: Open 6:00 a.m. – 10:00 p.m.** Calle Azorin & Jeronimo \_\_\_\_\_ **949-455-4676**

**Gate 4: Open 6:00 a.m. – 10:00 p.m.** Calle Azorin & Alicia Pkwy \_\_\_\_\_ **949-455-4677**

Residents 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**

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**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**

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**

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## UTILITY COMPANIES

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

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## Earthquake & Disaster Preparedness

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

### **INJURIES ARE COMMONLY CAUSED BY:**

- Partial building collapse and flying glass from windows and glass objects.
- 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 “Grab and Go” bag – see next page.
- Maintain a three (3) day supply of non-perishable food and water per person and pet.
- Tie down or securely strap hot water tank.
- List an emergency contact outside the state who may be contacted.
- 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 ground box/water service.
- Take a first aid course and prepare/purchase first aid kits.
- Keep flashlight and extra batteries near bed and in car.
- Keep shoes and work gloves by bed and in car.
- Keep battery-operated or hand crank radio at home and extra batteries.
- Keep whistle to signal for help.
- Plastic sheeting and duct tape to shelter in place.
- Create “In Case of Emergency” (ICE) contact list.
- Plan in advance a temporary place to stay.
- Sign up for emergency notifications through AlertOC.com.
- Know your CdS Neighborhood Emergency Captain
- Know where medical, insurance and other emergency documents are located.

## **DURING AN EARTHQUAKE**

### **DROP, COVER & HOLD ON!**

- 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.
- Listen to authorities on how and where to check on family members.
- 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 **gas** if leaking and **do not** turn back on! Only Gas Company can turn back on gas.
- Check for water leaks.
- If there are sparks, fallen lines or there is a short circuit, shut off electricity.
- If there is an obvious break in the sewer line, do not use toilets.
- Cook outdoors with charcoal or propane gas, away from possible gas leaks or combustibles.
- Save your phone battery for emergency calls only.
- 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, and you need to evacuate.

### **GRAB & GO BAG –**

Well-padded labeled backpack or rolling case  
Flashlight and batteries  
CELL PHONE AND CHARGING CABLE  
Keys, both house and car  
Cash - \$100 in small bills  
GLASSES OR CONTACTS  
Light Sticks  
Portable Radio and Batteries or hand crank  
radio  
Medicines and Supplies, e.g., oxygen, C-Pap,  
Sanitary items

### **CAR KIT**

Flares  
Fire Extinguisher  
Duct Tape  
Jumper Cables  
Work Gloves  
Shoes  
Water  
Food  
Pencil/Paper  
Maps  
Flashlight and Batteries

### **PET BAG**

Food for 3 days  
Medication for 3 days  
Water  
Bowl  
Collar with ID/Photo  
Leash/Harness  
Carrier/Cage  
Vet Name/Address Phone Number  
First-Aid Kit  
Emergency Vet Hospital Info

### **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  
Zip lock and large plastic trash bags; plastic ties  
Work or heavy latex gloves  
Lightweight space blanket  
Dust mask or face masks  
Drinking water, straws (one gallon/person per day)  
Snacks and food bars  
Waterproof matches or matches in a waterproof container.  
Sharpie pen and paper  
Hand crank can opener  
Book or deck of cards  
Water purification straw or tablets  
Fire Extinguisher

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

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## Safety Tips

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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 Sheriff's Department and our roving patrol to try to identify any suspicious people. However, it is not foolproof, and residents must do their part.

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 and call 911.

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, Sheriff's Department, and Fire Department services, readily available by your phone.

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## CASTA DEL SOL BOARD OF DIRECTORS

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<b>President</b>	<b>John Nethercutt*</b>
<b>Vice President</b>	<b>Karen Warren</b>
<b>Secretary</b>	<b>Shelly Lethiot</b>
<b>Treasurer</b>	<b>Susan Ashby*</b>
<b>Director</b>	<b>Jayne Freed*</b>
<b>Director</b>	<b>Brian McDonald</b>
<b>Director</b>	<b>Linda Silverman</b>

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 should be emailed to an appropriate Staff Member.

**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 2025.**

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## VOLUNTEER RESIDENT COMMITTEES

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### Architectural

Chair _____	Priscilla Tripp _____	ptripp1@gmail.com
Vice-Chair _____	Mary Kay Crowley _____	marykaycrowley@yahoo.com

## Budget and Finance

Chair \_\_\_\_\_ Lisa Shoemaker \_\_\_\_\_ 949-305-6336  
Vice-Chair \_\_\_\_\_ Pam Rhoades \_\_\_\_\_ 760-505-9094

## Courier

Chair \_\_\_\_\_ Debra Friedman \_\_\_\_\_ 440-728-4544  
Vice-Chair \_\_\_\_\_ Jeff McCoy \_\_\_\_\_ 714-293-9949

## Election

Chair \_\_\_\_\_ Jeff McCoy \_\_\_\_\_ 714-293-9949

## Facilities Committee

Chair \_\_\_\_\_ Nancy Cunningham \_\_\_\_\_ 949-350-3562  
Vice-Chair \_\_\_\_\_ Bryan Spafford \_\_\_\_\_ 949-951-1770

## Greenbelt

Chair \_\_\_\_\_ G. Scott O'Connell \_\_\_\_\_ 714-273-6335  
Vice-Chair \_\_\_\_\_ Barry Silverman \_\_\_\_\_ 714-336-7912

## Inspector of Elections

\_\_\_\_\_ Barbara Harris \_\_\_\_\_ 949-837-0925

## Insurance (Risk Management and Insurance)

Chair \_\_\_\_\_ Woody Girion \_\_\_\_\_ 310-944-4864  
Vice-Chair \_\_\_\_\_ Danni Selway \_\_\_\_\_ 310-339-0133  
2<sup>nd</sup>-Vice Chair \_\_\_\_\_ Ray Lirette \_\_\_\_\_ 949-356-8018

## Library

Chair \_\_\_\_\_ Patricia Vitti \_\_\_\_\_ vittipatroy@gmail.com  
Vice-Chair \_\_\_\_\_ Sheila Kessler \_\_\_\_\_ rskessler2@gmail.com

## Social

Chair \_\_\_\_\_ Amy Lake \_\_\_\_\_ 516-263-7941/arlake225@gmail.com  
Vice-Chair \_\_\_\_\_ Elaine Mercier \_\_\_\_\_ 951-233-0226/mercierjean@netscape.net

## Traffic

Chair \_\_\_\_\_ Lynn Yeazel \_\_\_\_\_ 949-582-0212/lyhdtv@gmail.com  
Co-Chair \_\_\_\_\_ Fred Wilmott \_\_\_\_\_ wilmott@cox.net

## Welcome

Chair \_\_\_\_\_ Linda Galloway \_\_\_\_\_ 949-600-7242  
Co-Chair \_\_\_\_\_ Jane Deak \_\_\_\_\_ 949-632-6110

## Reserve

Chair \_\_\_\_\_ Randy Thompson \_\_\_\_\_ 949-916-1498  
Vice-Chair \_\_\_\_\_ Nancy Cunningham \_\_\_\_\_ 949-350-3562

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# ACTIVITIES

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Activities	Contact Person(s)	Phone No.
Afternoon Book Club _____	Amy Lake _____	516-263-7941

ARMDI	Lori Hobmann	949-328-9397
Bridge (2 <sup>nd</sup> Wed.)	Joan Parker	949-348-9677
Bunco (1st Tues.)	Connie Campanile	949-916-9222
Bunco (2nd Tues.)	Karen Scott	281-974-8034
Bunco (2nd Tues.)	Brigid Johnson	949-472-2016
Cribbage	Susan Herring	949-354-1459
Golf Men's (Oso Creek)	Bill Burfeind	949-305-4260
Hand & Foot (Mon. & Sat.)	Carol Kowalsky	949-916-4862
Hand & Foot (Wed.)	Joy Statler	714-263-6971
Mah Jongg	Rosilyn Sherman	949-716-9419
Mah Jongg (Chinese)	Joan Chou	949-599-5479
Mexican Train	Carol Kowalsky	949-916-4862
Mexican Train	Audrey Michaels	949-837-2826
Mexican Train	Karen Dailey	408-406-8751
Ping Pong	Sherry Hargrove	858-336-5369
Poker Ladies	Cathy Paxton	714-290-3393
Quilting	Victoria Crayne	949-587-1853
Social Singles	Carol Kowalsky	949-916-4862
Stampin Up	Barbara Harris	949-837-0925
	Phyllis Foglesong	949-951-5291
Strummers	Joe Hart	949-939-1792
Support Group	Kathy Wu	818-590-8009
Texas Hold 'Em/Poker	Larry Kuta	949-951-2165
Yarn Art	Terisita del Sol	714-328-0294

## CLUBS

Clubs	Contact Person	Phone No.
Away Golf	Joyce Parlin	949-588-0337
	Jim Peterson	949-770-1253
Bible Study	Peter Filakouridis	949-305-1935
	Bill Temple	949-939-8288
Billiards	Fred Wilmott	949-367-6671
Bocce Ball	Carol Zinsmeister	949-305-9890
Bowling	Van Quinn	949-842-9151
Bridge (Mon. & Wed.- Party)	Michael Gormley	949-586-1948
Bridge (Dup. Tues.)	Tim McCoy	805-456-9266
Canine Companions	Linda Brockmiller	949-412-1083
Casta Creatives	Janine Shannon	480-220-4986
Ceramics	Janet Andrechak	714-747-3046
Chippers	Walter McCleary	949-697-1571
Democrats	Cathy Paxton	714-290-3393
Fishing	Nick Morenc	949-588-6223
Health and Fitness	Helen Freedman	646-662-7325
Heritage Garden	Beth McVey	949-279-0103
Italian-American	Jill Shwam	714-504-3997
Lapidary/Jewelry	Richard Banks	909-831-6654

Las Damas _____	Jill Shwam _____	714-504-3997
Lawn Bowling _____	Roman Swystun _____	818-669-9970
Mah Jongg Mavens _____	Jayne Freed _____	949-837-9099
Military Veterans _____	Rod Jordan _____	714-746-1158
Paddle Tennis _____	Debra Friedman _____	949-230-7195
Pickleball _____	Eric Vanderslice _____	562-712-1225
Pinochle _____	Terry Owen _____	714-936-3792
Republican _____	Betty Houston _____	626-422-0771
Scrabble _____	Metty Thomason _____	714-325-3526
Shuffleboard _____	Bill Swift _____	714-815-3631
Sol Rock N Rollers _____	Deanna McKeon _____	714-747-1792
Tennis _____	Bruce Greenberg _____	949-584-6819
Variety Club _____	Barbara Turino _____	951-858-7350
Vegetable Garden _____	Mike Shlesinger _____	914-815-1002
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 a.m. – 4:30 p.m. Recreation staff is available seven days a week (during clubhouse hours).

### MANAGEMENT STAFF

General Manager	Marilyn Smith
Assistant General Manager	Susan Wadsley
Sr. Administrative Services Coordinator	Tamara Csiszer
Administrative Coordinator	Monica Urban
Maintenance Services Supervisor	John Vogel
Maintenance Coordinator	Katie Tompkins
Landscape Maintenance Coordinator	Bill Thornton
Landscape Administrative Assistant	Cindy Van Patten
Recreation Director	Valerie Hanich
Recreation Services Coordinator	Lynette Vargas

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# Statement of General Policy

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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 owners. 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](http://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.”

All person(s) must remit a valid name and Casta del Sol property address with all correspondence remitted to the Association. If this required information is not included, no action will be taken regarding the correspondence as **the Association *does not* address anonymous correspondence.**

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, except in the case of Traffic Rules. Oversight and enforcement are 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 Sheriff's 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.

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# General Rules, Regulations and Information

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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 is 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 Center 1 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.

## **BEHAVIOR AT BOARD MEETINGS**

The intent of this document is to provide guidelines for the proper behavior of Board meeting attendees to ensure an efficient and productive Board meeting.

### **I. INTRODUCTION**

The purpose of the Casta del Sol Homeowners Association, Inc. ("Association") Board meeting is for the Board of Directors ("Board"), who are the elected representatives of the Membership to discuss and take action regarding Association business.

Member attendance at board meeting is important and encouraged. At Board meetings, periods of time for Owner Comments on Agenda Items and Homeowner Forum are set aside for Members to share concerns, offer suggestions, or provide information to the Board.

### **II. APPLICATION**

These guidelines apply to all Members and Directors who attend in person or virtually any Board of Directors meeting. While Members are permitted to attend open Board meetings, the meetings are for the Board to conduct Association business. Members and Directors may not disrupt the Board meeting or hinder the Association's business from being conducted.

### **III. ATTENDEE DECORUM**

A. No Member or Director shall record the meeting in any manner whatsoever (including, but not limited to, video and audio recordings), unless the Board has provided prior consent. Notwithstanding, the Association has the right to record Board meetings to assist in the preparation of minutes. The Association will not provide copies of these recordings to Members who request them as they are not subject to Member inspection and/or review under applicable laws.

B. No Member or Director shall interrupt while someone else validly has the floor, including during Board discussion.

C. No Member or Director shall engage in disruptive side-bar conversations. If the meeting is being conducted virtually, the chat box will be disabled and Members and Directors must enable the mute feature, unless validly speaking.

D. No Member or Director shall engage in speech, conduct or activity that disturbs, disrupts, impedes, or otherwise interferes with the orderly conduct of the meeting, including use of profanity, elevated voices, and talking over one another.

### **IV. OWNER COMMENTS ON AGENDA ITEMS AND HOMEOWNER FORUM**

Owner Comments on Agenda Items and Homeowner Forum will be held at either the beginning and/or the end of the Board meeting, as determined by the Board. Members who wish to speak during Owner Comments on Agenda Items and Homeowner Forum must observe the following requirements:

- A. As provided for in the "Open Meeting Act," Members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes once the Owner Comments on Agenda Items and Homeowner Forum portions of the meeting are closed.
- B. Members must respect the responsibility and authority of the Board President as the acting chairperson running the meeting.
- C. In the interest of fairness to all, each Member, regardless of number of lots owned, shall be permitted one opportunity to speak during the Owner Comments on Agenda Items and Homeowner Forum.
- D. In the interest of fairness to all Members, during Owner Comments on Agenda Items and Homeowner Forum each Member shall receive three minutes time and the speaker must conclude their comments; however, the speaker is allowed to finish a thought. Unused minutes cannot be allocated or transferred to another Member.
- E. Members are not entitled to an immediate response from the Board during Owner Comments on Agenda Items or Homeowner Forum.

#### V. VIOLATIONS

- A. The Board may take action on the individual who violates these guidelines for Board meetings. The following procedure will apply whenever a violation of this policy occurs:
  - 1. If the President determines an individual is out of order, the President will request their compliance and attempt to gain order.
  - 2. If non-compliance continues, the President can ask the individual to leave the meeting to restore order.
  - 3. If the individual refuses to leave, the President can recess the meeting for 5 to 30 minutes to restore order.
  - 4. If the meeting is being conducted virtually, a disruptive individual who refuses to leave will be removed from the virtual meeting room by the host at the direction of the President.
  - 5. If order to the meeting is not restored after the brief recess, the President can adjourn the meeting.
  - 6. The President may call law enforcement to remove any person who refuses the President's request to leave the meeting.
  - 7. If necessary during a meeting being conducted virtually, all participants will be muted by the host.
  - 8. The Board may seek other disciplinary action, including fines, penalties, suspensions, orders, and other remedies authorized by the Association's Governing Documents and applicable law.
  - 9. After notice and a hearing, fines may apply to individuals who violate this policy. The fine and fee schedule can be found in the Casta del Sol Homeowners Telephone Directory and online.

10. The Board reserves the right, after notice and hearing, to temporarily suspend a Member's right to attend the meetings virtually and/or to attend in person.

## **COMMUNICATION GUIDELINES**

The intent of this document is to provide standards for proper communication between Members/non-Members of the Casta del Sol Homeowners Association, Inc. ("Association"), Management and the Board of Directors.

### **I. INTRODUCTION**

The Association's governing documents provide that the Board of Directors ("Board") may employ, for the Association, a managing agent ("Management") to perform duties the Board authorizes on behalf of the Association, one of which is to receive communication from Members/non-Members.

### **II. COMMUNICATION TO THE BOARD**

The most efficient way for Members/non-Members to address the Board is through written correspondence directed to the Board through Management. Often, Management will be able to answer the question or address the concern directly. By following this procedure of sending communication to Management, Members/non-Members can be assured that their concerns will be addressed. If Management can not address the concern directly, then Management will present the request to the Board and if a reasonable request is made by the Member/non-Member, then that request may be placed on the Agenda for Board action/response.

Emails or other communication sent directly to individual Directors will be forwarded to Management for appropriate distribution.

### **III. COMMUNICATION TO MANAGEMENT**

Communications should originate from a Member/non-Member about a specific issue or set of issues.

#### **A. Method of Communication**

The best way to notify Management of concerns is for the Members/non-Members to do one of the following:

1. Complete and submit a Customer Service Request which is available at Recreation Center 1, Administrative Office and/or online.
2. Call the Administrative Office.
3. Send an email to Management.
4. Send a letter to Management.

#### **B. Content of Communication**

The content of a communication should be limited to Association business. If the content of the communication is rude, harassing, disrespectful or otherwise inappropriate, Management may advise that no response will be provided.

#### **C. Follow-up on Communication**

Members/non-Members who have communicated to Management should receive a response within five (5) business days.

#### IV. POSTING OF PRIVATE INFORMATION IN PUBLIC FORUMS

Members/non-Members should not post private Association information, such as personal Board/Management information, on social media or other public forums.

#### V. VIOLATIONS

The Board may discipline those who violate this Communication Guidelines. Members are responsible for the conduct of their tenants, lessees, guests, family members and invitees. The following procedure will apply whenever a violation of this policy occurs:

A. The Board may, after notice and hearing, suspend the method(s) a Member/non-Member uses to communicate with Management.

B. The Board may seek other remedies authorized by the Association's Governing Documents and applicable law.

### **GUESTS/VENDORS**

1. Members must call a gate or use the gate access web site 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.
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.). Resident-owned commercial vehicles may not 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, excessive pots, 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.*

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# **ARCHITECTURAL STANDARDS AND GUIDELINES**

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## **INTRODUCTION**

### **Scope**

Established in the CC&Rs, the Architectural Committee is responsible for the review and approval of all exterior architectural modifications made to properties in Casta del Sol based on the aesthetic aspects of the proposed design, materials and features. All buildings, structures, exterior features and objects are subject to architectural review. These

Standards & Guidelines (S&Gs) were approved by the Casta del Sol Board of Directors (BOD). The BOD has granted the Committee the authority to administer these S&Gs.

### **Purpose**

The purpose of the S&Gs is to keep Casta del Sol's appearance pleasing and presentable while maintaining property values. To that end, the Committee periodically inspects each dwelling to ensure compliance with the S&Gs and requests the mailing of courtesy notices to non-compliant homeowners. All exterior modifications must harmoniously complement the aesthetics of the Casta del Sol community.

All modifications, feature changes, alterations, or improvements to the dwelling's exterior require submission of a detailed application form entitled Architectural Application for Exterior Modification, per Association's Covenants, Conditions and Restrictions (CC&Rs), Article III, Section 3.07 and Article VIII, Section 8.02. This form is to be completed by the homeowner and submitted to the Committee for review and approval before any project may proceed.

The CC&Rs and S&Gs list those modifications, feature changes, etc., that are deemed permissible, although the list is not exhaustive. All applications are reviewed on a case-by-case basis, while considering these S&Gs. Even though a modification may be permitted, it may not be approved solely based on the impact the modification would have on the aesthetics of the community or the style of the dwelling.

All modifications to be considered must be within the property lines of the homeowner's lot. Property boundary information is available at the Building Department at Mission Viejo City Hall.

When planning alterations or improvements to a dwelling's exterior, property lines must be taken into consideration. Therefore, along with the Architectural Application for Exterior Modification, the homeowner is responsible to obtain a plot map from the City of Mission Viejo Building Dept., which should indicate how the house sits on the property and measurements from exterior walls to property lines. Improvements may not go beyond a 12-inch setback from the property line. Should there be a question about the property line(s), the homeowner will be responsible for hiring a licensed property surveyor to document these measurements. (Contractor) plans and photographs must also accompany these documents.

### **Application Form**

An Architectural Application for Exterior Modification form **MUST** be submitted and approved, in writing, **PRIOR** to proceeding with any exterior modification. The S&Gs outlined within this document do not grant permission to proceed with any modification, addition, or removal of any exterior feature. An application from an owner with any outstanding architectural violations will not be processed and the owner will be notified.

Each proposed project requires a separate application except closely related ones such as retiling the front porch and doing the same on the patio.

All applications submitted must address the project in detail and include dimensions, photos, material sample(s) and/or descriptions, color sample(s), location(s), elevation, plot map or survey as necessary, and project cost. Incomplete applications will be returned to the homeowner and will not be reviewed by the Committee until the homeowner returns a completed application addressing the required items.

Upon approval, the homeowner will be notified and provided with a copy of the approved application. The homeowner must post the copy in a visible location, such as on the front window or front door, while work is in progress. **NOTE:** The homeowner may be fined for failure to post the copy.

Upon denial of a proposed application, the homeowner will be notified in writing.

Notification of the completed project must be returned by the homeowner to Recreation Center 1 within two weeks of completion.

**Variance:** A temporary variance allowing the homeowner a temporary exemption from a guideline in the S&Gs may be approved in writing by the Committee and signed by two members. However, when there is a change of beneficial ownership except for estate planning, the temporary variance becomes invalid and the homeowner is responsible for all expenses to correct or remove the feature(s) to comply with the current S&Gs. The homeowner is also responsible for maintaining the variance during his/her ownership.

**IMPORTANT:** All approvals from the Association must be in writing. All work being performed on the exterior of the dwelling without a Committee approved application on file will result in a Stop Work notice. Additionally, a fine may be assessed as determined by the BOD, and the homeowner may be required to restore the exterior to its original condition at the homeowner's expense.

The homeowner is responsible for managing the permitting process and following all codes for state and local agencies. If a project runs over 90 days from the start, Maintenance must be notified, or a violation notice may be issued.

The homeowner is responsible for any modification to drainage patterns and must ensure proper drainage is maintained. The homeowner must provide a detailed drainage plan addressing any modification to the current drainage. Drainage plans will be reviewed by both Architectural and Greenbelt Committees and an alternate drainage plan may be required, prior to approving the Application.

The Architectural Application for Exterior Modification form is available at Recreation Center 1 or by downloading a copy from the Casta del Sol website.

#### **Application Processing Fee**

A \$50 application processing fee is required for each modification that is expected to cost the homeowner over \$1,000. When submitting multiple simultaneous applications, only one fee is required. There is no fee for exact like-for-like replacements such as an air conditioner replacement or maintenance repairs, but an application is required.

An 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 \$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 and \$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. Your check must accompany your application.

#### **Review by Committee**

The Committee will review the completed application within 60 days of receipt of all required information, documents, and plans, etc.

#### **Reconsideration by the BOD**

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

### **Homeowners Association Escrow Inspection**

A mandatory escrow inspection is performed by the Association management before the sale of any dwelling in Casta del Sol. The inspection is limited to the exterior of the premises and is performed to determine if there have been any variances, unauthorized alterations, additions, or modifications that violate the current S&Gs. Any noted violations will be documented in escrow, communicated to the Architectural Committee and remain in the property file.

### **Association Maintenance Responsibilities**

The Association is responsible for the following:

1. Painting of dwelling exterior, garage door, entry doors (excluding custom doors), and trim, which will be completed by the Association per the scheduled paint cycle.
2. All HOA-owned mailboxes: grouped and cluster mailboxes, and individual (single) mailboxes originally installed by the Association. (See Table 1 on page 33 for homeowner-owned mailboxes.)
3. Casta del Sol common areas.

### **Homeowner Maintenance Responsibilities**

Except for exterior painting, maintenance of the dwelling is solely the responsibility of the homeowner, who must always maintain their dwelling and not allow it “to fall into disrepair so as to create a dangerous, **unsafe, unsightly or unattractive** condition,” per the CC&Rs. If such disrepair occurs, the Association, with notification, may correct the condition and the owner shall reimburse the Association for costs. The homeowner is also responsible for the maintenance, correction, repair, and/or replacement of the following, but not limited to:

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. Homeowner-owned mailboxes as identified in 4.0 H Table 1 under Mailboxes.
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 private fencing and gate repair and replacement, including rust.
12. Clutter and debris on patios, porches, side yards, planting areas and driveways.
13. Wood fascia, trim, flower boxes, planter shelves, and shutters.
14. Cracks in stucco, brick and concrete areas if deemed unsafe.
15. Peeling, cracking paint or warping on any surface or attached enhancement.
16. Garden ornaments, decorations, and other non-planted enhancements.

## **1.0 EXTERIOR CONSTRUCTION**

### **A. Atriums**

An atrium is a space bordered on four sides by the inner and outer walls of a structure or building with an open ceiling or skylight. Modifications to atriums are permitted with the following guidelines:

1. Closed roof – Must match existing roof tiles.
2. Open atriums – All open atrium trim must be painted to match trim or stucco.

### **B. Attic/Living Conversion**

Attic space room additions constructed within the existing area of the dwelling are permitted.

### **C. Disability/Accessibility Rails and Ramps**

1. A metal handrail, guardrail, or banister may be added and may be granted by a temporary variance.
2. Handrails must be black or white. Handrails must not exceed 42 inches in height.

3. A ramp may be added from the driveway to porch with a temporary variance.

#### **D. Driveways, Walkways and Porches**

A driveway, walkway, or porch slab replacement or modification is permitted. Finish may be a patterned or interlocking configuration, must be non-graphic and non-symbolic and must complement hardscape. No walkway or slab may be higher than three inches above ground level.

Poured slab with overlay/inlay of tile, brick, stamped, or coating is permitted with the following guidelines:

1. A sample must be submitted for any color added to the concrete mix PRIOR to pouring.
2. Painting of concrete slab is NOT permitted; however, stained concrete is permitted with submission and approval of a sample.
3. Paver blocks or steppingstones installed on a tamped sand bed are permitted.
4. Driveway width may be extended no farther than the edge of the dwelling. Driveway curb ramps are permitted with approval but may not be anchored to the street or gutter.

#### **E. Patio Enclosure**

Enclosure of a patio is not permitted except models Dona, Elena, Flora, Guadalupe, Helena, Juanita, Katrina, Lolita, and Maria. Materials must be consistent with the existing structure.

#### **F. Roofing**

The homeowner is responsible for all roof repairs, and/or roof replacement when needed.

1. Roof repair must match the existing roof.
2. For attached homes, the new roof must be similar to the adjoining dwelling roof in both style and color.
3. New roof replacement material may be clay tile or cement tile. Other materials may be considered.

#### **G. Room Expansions**

Room expansions may be permitted with the following guidelines:

1. All room expansions will be considered on a case-by-case basis. City approval/permit is necessary.
2. Second story room additions are not permitted on any model in Casta del Sol.

#### **H. Skylights and Solar Tubes**

1. The frame of skylights, either fixed or vented, must not exceed six inches above roofing tiles.
2. Solar Tubes: color of the frame must match the roofing material.

#### **I. Solar Energy Systems**

Solar energy systems designed for residential use are permitted. Conduits must be painted to match the surface of the home to which they are attached.

#### **J. Temporary Containers –Dumpsters/PODS**

1. A permit must be obtained at Recreation Center 1 for temporary trash and storage container(s).
2. Location is restricted to the resident's driveway.
3. Use limited to no more than 30 days.

#### **K. Accessory Dwelling Unit (ADU)/Junior Accessory Dwelling Unit (JADU)**

An accessory dwelling unit (ADU) or a junior accessory dwelling unit (JADU) is permitted on a case-by-case basis and requires complete architectural plans as well as city and government permits which meet all of the requirements of the City of Mission Viejo and Government Code Sections 65852.2 and 65852.22. The Association seeks to comply with the Civil Code 4751 and any applicable statutes in their entirety. The Committee may request reasonable changes to the exterior plans in order to comply with the current Casta del Sol Homeowners Association Official Information, Rule Book and S&Gs.

Listed below are a few of the changes that may be requested, but are not limited to:

1. Paint
2. Finishing materials, e.g., stucco, wood trim
3. Roof style and material
4. Egress of doors and/or window replacement

## **2.0 PATIOS**

Yard patio areas are defined as space exclusively within the homeowner's property boundary lines, less a setback of 12 inches. (Refer to Introduction – Purpose – “When planning alterations or improvements. . .”) A side yard patio area is the area between dwellings that is given by easement to the homeowner with the exit door. Please note that, generally, one half of the side yard still belongs to the neighboring house for maintenance purposes.

### **A. Patio Structure**

A patio structure including, but not limited to, a cover or roof and supporting structures that are permanently attached to the dwelling and the patio slab may be approved with the following guidelines:

1. Roof lines must be appropriate to the structure of the dwelling.
2. Roof cover may be solid, slatted, tile, or a combination of these.
3. Patio structure color must match the base color, the trim or be white
4. No metal, thin wood, screening, vinyl lattice, fabric or corrugated sheeting may be used for roofing material.
5. Outdoor draperies/curtains are not permitted.
6. No temporary or pop-up canopies may be permanently placed in the patio area.

### **B. Patio Knee Wall**

A knee wall constructed of concrete block, slump stone, stacked stone, or brick may be approved with the following guidelines:

1. Knee wall must be capped by an approved material, not to exceed 30 inches in height from the top of the patio slab and have a minimum 36-inch-wide opening.
2. An unfinished concrete knee wall must have stucco applied or be painted to match the dwelling.
3. Up to 2/3 of the knee wall space may be used for planted pots or non-plant items.

### **C. Patio Sheds**

Storage sheds must not be more than 76 inches tall. Storage sheds may only be placed on concrete within a side yard or patio must not be visible from the street and must be of a color which complements the color of the house.

### **D. Patio Slab/Decking**

1. Concrete slab, fabricated decking of wood, or an alternative material such as tile, brick, pavers, stamped concrete, or coating is permitted. Indoor/outdoor carpeting attached to the surface of the patio is not permitted.
2. Concrete must be poured below weep screed on both homes and include expansion joint along neighboring home.

### **E. Sunscreens and Sunshades**

Sunscreens (also known as solar screens or privacy screens) are specially made window screens that cover an entire window in order to block the sun's rays and heat before hitting the window's glass.

Sunscreens and sunshades are permitted with the following guidelines:

1. Sunscreens and sunshades must be made from a solid color fire-resistant material.
2. All exterior sunscreens and sunshades must match.
3. Sunscreens and sunshades must be well maintained.
4. Sunshades are not meant to be used to enclose a patio.
5. Sunscreens and sunshades must match the stucco or trim color.
6. Plastic slatted or bamboo shades or curtains are not permitted.

### **F. Irrigation**

A Drip system is not allowed per the Santa Margarita Water District (SMWD) rules and regulations posted on their website.

### **G. Rain Gutters and Downspouts**

Rain gutters and downspouts must match the surface of the dwelling to which they are attached. Rain chains are only permitted at the rear of the dwelling.

## **3.0 DOORS, PATIO FENCES, GATES, PRIVACY SCREENING AND WINDOWS**

### **A. Doors**

Entry doors may be solid or have a glass insert. Doors may be stained or painted to match the dwelling trim or an Association-approved entry door color.

1. Screen doors and security doors may be white, black, bronze, or match the dwelling trim, stucco, or siding.
2. Screen doors may be fixed or retractable.
3. All patio door replacement locations, additions, and styles must be reviewed by the Committee.

#### **B. Garage Doors**

1. Replacement doors with a paintable surface may be painted white or to match the dwelling trim, stucco, or siding.
2. Replacement doors with a non-paintable surface must be white or must consistently complement the Association's current color scheme.
3. Replacement doors may have decorative glass windows across the top panel only.
4. Decorative hardware is not permitted.
5. Garage doors must be maintained in good condition, free of dents and scratches and broken windows.

#### **C. Patio Fences and Patio Gates**

Consideration must be made by the homeowner while choosing an Association approved color scheme so that fences consistently complement the new color scheme. Fences may be made of wood, vinyl, metal, tempered glass, or clear polycarbonate sheeting with the following guidelines:

1. Paintable surfaces may have a natural stain or be painted to match the dwelling stucco or trim.
2. Non-paintable surfaces must be white or must consistently complement the Association's current color scheme.
3. 66 inches in height, measured from the slab. Solid patio gates are NOT permitted.
4. Solid wood or vinyl fences/gates are not permitted on the patio. Slatted and picket fences/gates must have ½ the width of the slat between slats.
5. All fences and gates of a dwelling must be the same color.
6. Fencing must be erected on a concrete slab or knee wall, not on dirt or grass.
7. Metal may be white, black, bronze, or match the dwelling trim.
8. Fences may not exceed 66 inches in height measured from the slab.
9. Patio gates must be a minimum of 36 inches wide and may not exceed 66 inches in height as measured from the slab.
10. No temporary fencing, chain link, chicken wire, mesh, or dog runs are permitted at any time on any portion of the lot, foundation, or landscape easement area.

#### **D. Side Yard Gates and Fencing**

Consideration must be made by the homeowner while choosing an Association-approved color scheme so that gates consistently complement the new color scheme. Lattice fencing is not allowed.

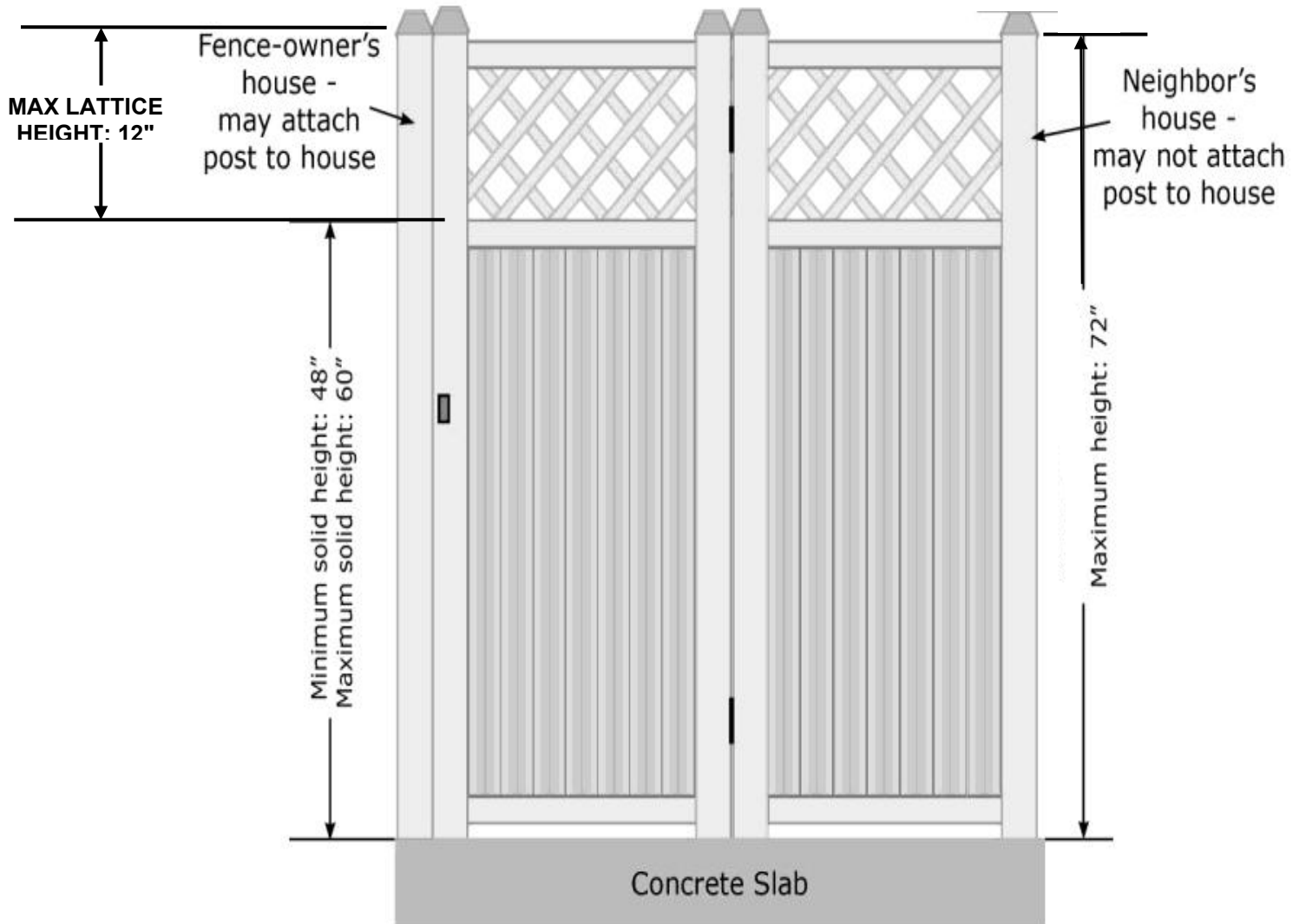
##### **1. Fiesta Model Gate (see Figure 1)**

- a. Fiesta model side yard fence and gate may be made of wood or vinyl only.
- b. Posts must not be attached to neighbor's dwelling.
- c. Repairs to the homeowner and neighboring dwelling must be made during replacement, which includes stucco patching and painting.
- a. Solid fence and gate height must be a minimum of 48 inches and a maximum of 60 inches (See FIGURE 1).
- b. With decorative lattice added, gate must not exceed 72 inches in total height (excluding posts) measured from the top of the slab.
- c. Gate must be a minimum width of 36 inches.
- d. Colors of the fence and gate must match and may be white, natural wood, or match the dwelling stucco or trim.
- e. Non-paintable surfaces must be white or must consistently complement the Association's current color scheme.
- f. Gate hardware must be black or white.
- j. Front gate required.

## 2. Carmel Model Gates

- a. A custom metal gate may be approved on a case-by-case basis and must be non-graphic.
- b. Gates must be painted black, white, or the dwelling base or trim color except as in c. below. All gates must be the same color.
- c. Gates on Carmel homes with tiles must be painted the dwelling base, white or trim color.
- d. Gate height must be appropriate to the height of the attached wall.

**FIGURE 1 – Fiesta Model Gate**



## E. Privacy Screening

A privacy screen may be made of wood, metal, or vinyl with the following guidelines:

1. May not be solid and if slatted must have ½ the width of the slat between slats.
2. May not obstruct a neighbor's natural view.
3. May not exceed 66 inches in height including the knee wall, if any, measured from the top of the slab.
4. Sections must be framed and supported to prevent warping and sagging.
5. Color must match the dwelling trim or stucco or be white.
6. Non-paintable surfaces must be white.
7. Privacy screens must be erected on a concrete slab or knee wall.

#### **F. Windows**

Window replacements are permitted with the following guidelines:

1. All windows and glass doors on the same side of the dwelling must match in material and color (except kitchen garden windows, which must match in color only) and be replaced at the same time.
2. Professional tinting of window glass may be permitted; reflective, colored or mirrored finishes are not permitted. (The lower the percentage of tint, the darker the room becomes).
3. All windows on one side of the house must be tinted at the same time.
4. See 2.0 E for sunscreens.

#### **G. Window Additions**

Any window addition will be considered on a case-by-case basis and must not infringe on your neighbor's privacy.

For a bathroom window, a non-operating solid glass window addition that abuts an easement granted to a neighboring property may be permitted with the following guidelines:

1. The installed window must be a minimum height from the foundation base of 72 inches.
2. Window size may not be larger than 12 inches high by 36 inches wide.

### **4.0 EXTERIOR ENHANCEMENTS**

#### **A. Exterior Paint**

A selection of Association-approved color schemes for dwelling exterior, trim, and accent colors has been selected for all models. The painting of dwelling exterior, garage doors, and entry doors (**excluding** custom exterior doors, patio structures, fences, and knee walls) will be completed by the Association per the scheduled paint cycle.

Prior to the scheduled painting, the homeowner, at their expense, is required to repair any cracks in the stucco and repair all wood damage and must meet the requirements of a stable, paintable surface on which the paint warranty remains valid.

Also:

1. The homeowner is responsible for moving all personal items away from the dwelling to allow accessibility by the workers.
2. Consideration must be made by the homeowner while choosing an Association approved color scheme so that all fences, gates, shutters, window frames, and awnings consistently complement the approved color scheme. Therefore, some changes may be required, either by paint or replacement of the aforementioned items, to accommodate the approved color scheme, and will be solely at the expense of the homeowner. Patio structures must match the base or trim color or be white and the painting must be completed within 30 days of house painting completion.
3. Any surface material attached to the dwelling by the homeowner, such as vinyl siding, stone facing, etc., which by nature of the product does not require painting OR in doing so voids the warranty of the product, becomes the homeowner's sole responsibility for maintenance.
4. An additional trim color may be permitted within a color scheme, on a case-by-case basis, and requires an approved Application for Exterior Modification. The additional color paint cost is at the homeowner's expense.
5. A selection of approved accent colors is available which may be used on entry doors and shutters. See approved colors in the library at Rec. 1.
6. Attached dwellings must be painted the same base color. However, within the attached dwelling selected Association-approved color scheme, different trim colors may be permitted on each dwelling unit.

#### **B. Awnings**

1. Awnings, either fixed or retractable, must be of a solid-colored fabric. Color must match the dwelling stucco, siding, trim, door, roof tile, or may be black or dark navy blue.
2. All awnings on a dwelling must be of the same color, material, and style.
3. Location, color, and size must be reviewed.
4. Faded or damaged awnings must be removed.

**C. Decorative Items and Flowerpots - Front Porches and Driveways; Clutter**

Decorative items and flowerpots may be placed on a front porch with the following guidelines:

1. Clutter is not permitted to accumulate on the front porch area. Clutter of any kind including, but not limited to, boxes, household items not in use, pots, garden items, etc.
2. No item on the front porch should impede traffic to the dwelling. A minimum 36-inch wide path to the front door is required.
3. Decorative items or flowerpots must be of appropriate size for the porch.
4. Growers' pots, nursery pots, and empty pots must not be visible.
5. Decorative items or flowerpots must be similar in style, theme, or color.
6. Faded artificial plants, dead or dying plants, are not acceptable.
7. Nothing is permitted on driveways and walkways other than one decorative planted pot, placed on either side of the garage (maximum of two).

**D. Back Patio/Knee Wall**

Decorative items and flowerpots may be placed on the back patio or knee wall with the following guidelines:

1. Decorative items and/or flowerpots must not be used in lieu of a privacy screen. Up to 2/3 of the knee wall space may be used for planted pots.
2. Grouped flowerpots must be of similar style, theme, or color.
3. Growers' pots, nursery pots, and empty pots must not be visible.
4. Faded artificial plants, dead or dying plants are not acceptable.

**E. Dwelling Numbers**

Dwelling numbers are required and must be a minimum of four inches high and be of a complementary color to the finish beneath them and visible from the front of the dwelling.

**F. Flower Boxes and Shelves**

The color of flower boxes and shelves must match the dwelling trim, siding, stucco, or an Association-approved entry door color, or be black or white.

**G. Holiday Décor**

Holiday commemorative decorations and lights may be displayed as follows:

1. Religious and federal holiday decorations may be displayed no more than thirty (30) days prior and fifteen (15) days after the holiday.
2. In addition, décor may be displayed for up to ten (10) days to commemorate any other special days.
3. Holiday décor may be displayed in the foundation, on the house, and on mailboxes.

**H. Mailboxes**

**1. Association – Owned Mailboxes**

Grouped and cluster mailboxes are owned and maintained by the Association, and therefore cannot be altered in any way by the homeowner. If maintenance or repair is required, it must be done by the Association, except for the mailbox lock and key mechanism (contact USPS for this repair).

**2. Homeowner-Owned Mailboxes**

Individual (single) mailboxes on the streets listed in Table 1 below are homeowner owned mailboxes and posts, and are to be maintained by the homeowner with the following guidelines:

- a. Mailbox and post are both to be painted one color, either black or white. No decoration, customized painting, or magnetic decoration is permitted except as in G.3 above.
- b. Replacement mailbox opening must face the street.
- c. Replacement mailbox style must be consistent with the general style of Casta del Sol mailboxes.
- d. Locking mailboxes may be approved.

**TABLE 1 – HOMEOWNER-OWNED MAILBOX STREET LOCATION**

This table lists the streets that have individual (single) mailboxes. Homeowners are responsible for maintaining their mailbox and post if they live on one of the streets listed below.

Via Acuna	Via Agustini	Via Bella	Via Bonalde	Calle Casal
Via Castro	Via Cernuda	Via Chabas	Via Chocano	Via Congora
Via Dario	Via Enriquez	Via Garfias	Via Herrera	Via Hierro
Via Larrea	Via Lopez	Via Lugones	Machado	Via Maragall
Calle Marin	Via Mistral	Calle Neruda	Via Nervo	Via Pellicer
Via Pondal	Via Prados	Via Rivas	Via Silva	Via Storni
Via Tirso	Via Unamuno	Calle Valdes (between Casta del Sol and Via Agustini)		

**I. Ornamental Items (Wall Décor)**

No ornamental items (wall décor) or signs are permitted on any portion of the front of the dwelling or your neighbor’s side wall. The front of the dwelling is defined as the portion of the house and garage that face the street. Ornamental items (wall décor) on the front porch are permitted on the inside wall(s) only with the following guidelines:

1. No more than 25% of the porch wall space is to be covered.
2. Ornamental material may be made of clay, metal, or wood. No draperies.
3. Colors and style must complement the aesthetics and character of the community.

**J. Shutters**

The color of shutters may be black, white, or an Association-approved entry door color and must harmoniously blend with the color scheme.

**5.0 OUTDOOR ELECTRICAL AND PLUMBING**

**A. Exterior Lighting**

Exterior lighting must be approved by the Committee. No blinking or colored lights permitted. Lighting modifications, alterations, or additions are permitted with the following guidelines:

1. Lighting must be installed in a manner so as not to broadcast on the neighboring dwellings.
2. High intensity exterior lighting is not permitted. The following limits apply:
  - a. Hardscape Lights: up to 185 lumens
  - b. Step Lights: up to 100 lumens
  - c. Pathway Lights: up to 200 lumens
  - d. String Lights: up to 50 lumens/bulb
  - e. Security lighting may not exceed approximately 2,000 lumens, must be LED and activated only by a motion sensor.

**B. Landscape Lighting**

Low intensity landscape lighting is permitted provided that it is installed in a manner so as not to broadcast on a neighboring dwelling.

**C. Patio Structure Lighting**

Low intensity outdoor-rated decorative lighting may be hung with the following guidelines (see 5.A.2.d. above):

1. Lighting must be attached to the underside of the patio structure
2. Lighting must not swag or drape.

3. Power cords attached to the dwelling must be painted to match the surface to which they are attached.
4. Security lights may be permitted with motion detection sensors.

#### **D. Air Conditioners**

Air conditioning units may NOT be relocated from the original location without approval of the Committee. (See item G below.)

#### **E. Generators**

1. Portable, propane, gasoline, or diesel-fueled generators are not allowed.
2. Permanent generators may be allowed as follows:
  - a. Must be placed on a concrete slab or pre-cast pad.
  - b. Must be hidden from view from the street.
3. Rechargeable batteries relying on a roof solar system or household power are permitted and must be properly enclosed. Portable solar panels are not allowed.

#### **F. Electric Vehicle Charging Station**

An electric charging station may be installed inside the garage or in a location obscured from view from the front of the street when not in use.

#### **G. Electrical Panel/Outdoor Conduit**

Electrical panel(s)/breaker boxes, conduit, outlets, gas, or water lines installed on the exterior of the dwelling must be painted to match the surface to which they are attached.

#### **H. Satellite Dish/Digital TV Antennas**

To the extent possible, all cables must be securely attached to the outside walls of the dwelling and must be painted to match the surface to which they are attached.

#### **I. Surveillance Cameras**

Surveillance cameras to monitor the exterior of a dwelling are permitted but must be installed in a fixed position so that they do not view a neighbor's window.

#### **J. Spas**

A portable spa may be located on a patio slab/deck with the following guidelines:

1. Must be set back a minimum of eight inches from any edge of the slab/deck, and completely located within the homeowner's lot boundaries.
2. Complete details of how the spa is to be drained must be stated on the submitted Architectural Application for Exterior Modification.

#### **K. Water Heaters**

Water heaters are not permitted in front of the dwelling, within view of any other residence, or from the street.

#### **L. Water Outlets**

The relocation of an exterior water outlet, or addition of an exterior water outlet may be permitted; however, visibility from the street must be minimal.

#### **M. Water Softeners**

Water softeners and all related conduit/lines/pipes installed on the exterior of the dwelling may be permitted but must be hidden from view and not located on the front of the dwelling. All associated components must be removed when the water softener is no longer in use.

### **6.0 SIGNS**

No commercial signage, except for real estate signs and home security signs, is permitted.

#### **A. Flags and Banners**

Flags and banners are permitted with the following guidelines:

1. Unfurled flag is not to exceed 3'x5'.
2. Banners may not be larger than 15 sq. ft.
3. Banner or flag must have sewn edges on all four sides, with no damaged, faded, or frayed edges.
4. Banner or flag must be hung from a pole in a flagpole holder mounted on the house.
5. No freestanding flagpoles are permitted.

## **B. Political Signs, Flags and Banners**

Political sign dimensions must be in accordance with Civil Code Section 4710. Political signs are permitted during election cycles with the following guidelines:

1. Political signs may be placed in the foundation area and must not be larger than nine sq. ft.
2. Political banners must not be larger than 15 sq. ft.
3. Political signs are not permitted in the common areas.
4. Political signs, flags or banners may be in place not more than 45 days before election day and must be removed no later than five calendar days after election day.

## **C. Real Estate Signs**

Real estate signs may only be placed in the foundation area closest to the dwelling with the following guidelines:

1. Realtor signs cannot be displayed before the house is on the market.
2. Post hole signs are not permitted; stake signs only allowed.
3. Signs may not exceed two feet high by three feet wide.
4. One small sign or name rider is permitted but may not exceed four inches by 10 inches in size and must be attached to the real estate sign or stake.
5. One real estate sign per property is permitted.
6. Flyer box, if any, must be attached to the real estate sign or stake.
7. Sign must be removed no later than three days after close of escrow.
8. No "Open House" signs or "Coming Soon" signs are permitted, and open houses are not permitted.

## **7.0 FOUNDATION AREAS**

The foundation area (flowerbed) is generally the depth of 2-4 feet of space adjacent to and in front of the owner's house and/or the exposed side of the home and must be primarily planted with in-ground plantings. ALL MODIFICATIONS/CHANGES/ADDITIONS must be submitted and approved by the Architectural Committee.

A. Owner must submit an Application for Proposed Replanting to the landscape maintenance coordinator when replanting either as association-approved plantings or private plantings and will receive a list of association-approved plants. If the foundation area is "private planting," it must be entirely maintained by the owner. This application may be found at the Recreation Center office.

B. Owner must submit an Architectural Application for Exterior Modification before adding any hardscape to the foundation area. That may be such items as pots, rocks, pebbles as ground cover, fountains, or any other garden décor. Any enlargement of the foundation area is not permitted.

C. A maximum of up to 3 non-plant décor items may be allowed in the foundation area in front and in an exposed side foundation area. Any standing ornamental item in the foundation may not exceed 3 feet in height.

D. For consistency and aesthetic purposes, non-plant garden décor and/or pots must be similar in style, theme, or color and must not be used to replace missing in-ground plants or shrubs.

E. Grower's pots, nursery pots, plastic pots or empty pots must not be visible in any foundation area and must be stored out of view.

F. Faded artificial plants/flowers, dead or dying plants are not permitted. Artificial plants planted in the ground are not permitted.

G. Border edging, such as wood, wired wood, plastic, bender board or wired fencing, is not permitted.

H. No clutter or furniture is allowed in the front foundation area or on the walkway area.

I. Homeowners may not place any pipes or drip system in the recycled zone due to SMWD rules and regulations posted on their website.

J. A walkway may be installed in front of the foundation area but may not replace it.

K. Homeowner is responsible for assuring the foundation is maintained by the Association in a neat and attractive condition. Weeds, bare dirt, overgrown shrubs, dead plants, or unkempt plants in the foundation areas surrounding the dwelling are unacceptable. If a homeowner finds the need for correction in the foundation area, he/she must contact the landscape contractor/coordinator by submitting a work order. (Homeowner is responsible for all private plantings.) A letter will be sent to the homeowner for failure to maintain the exterior of the property in a condition meeting the

Association's aesthetically acceptable standards. Thirty days will be given to make corrections. The Board may assess a fine of \$100 each month until the violation is corrected. After 3 months, the Board may assess the cost for the Association to make the corrections.

L. Swales must be kept free of debris.

## **8.0 UNSIGHTLY ARTICLES**

### **A. Items Generally Deemed Unsightly**

Unsightly articles, as defined in Article III, section 3.13 of the CC&Rs, are not permitted to remain on porches, patios, foundation areas, driveways, front yards, side yards, and rear yards, where they are visible from any area surrounding the property. Articles deemed unsightly by the Association must be screened from view, except when in actual use.

### **B. Examples of Unsightly Articles but not limited to:**

1. Scrap, refuse, trash, or bulk building materials.
2. Clutter of any kind including, but not limited to, the storage of boxes or household items not in use and too many pots.
3. Ladders, yard tools, power, and other tools, when not in immediate use.
4. Temporary window coverings such as: foil, sheets, papers, or plastic sheeting.
5. Window coverings that are torn, discolored, or stained.
6. Broken shutters.
7. Awnings that are discolored, torn, stained, dirty, faded or sagging.
8. Damaged screens.
9. Non-operating vehicles parked in the driveway, unless maintained in a clean condition, or covered with an appropriately sized car cover.
10. Boats, trailers, bicycles, and mopeds.
11. Dented/broken garage doors.
12. Broken tiles, damaged wood or stucco.

### **C. Trash Containers**

Trash containers when not placed on the street for scheduled pickup, must not be in view from the street. Options for storage of containers may include:

1. Garage.
2. Approved enclosed structure or screen on a side yard or patio.
3. Side yard behind a gate or fence.
4. Behind an adequately sized shrub.

Note: Trash containers must not be placed at the curb earlier than one day prior to scheduled pickup and must be removed no later than the morning after pickup.

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# **BUDGET, ASSESSMENT, RESERVES & CAPITAL**

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## **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 and funding for the Capital and Reserve funds 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. There are a number of methods for paying 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. You can also access the Casta del Sol Homeowners Association website to pay your dues. Alternately, a coupon book 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 office. As a courtesy, the "assessment box" is located in the lobby of the Recreation Center 1 office 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 fifty-dollar (\$150.00) fee for the pre-lien letter. The Owner will also be charged a fifty-dollar (\$50.00) 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.
  - e. 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.
  - f. The right to request a meeting with the Board of Directors as provided by paragraph 3 of subdivision (c) Section 5665.
  - g. 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.
  - 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. (Civil Code Section 5660(a-f)).
7. If an Owner fails to pay the amounts set forth in the pre-lien within forty-five (45) days from receipt 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 three-hundred-dollar (\$300.00) 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 three hundred dollars (\$300.00) 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	\$150.00
Additional Pre-Lien Letters	\$75.00 each
Title Check Fee	\$50.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$300.00 + Recordation costs
Additional Lien Mailings	\$75.00 each
Lien Release	\$150.00 + Recordation costs
Payment Plan Admin. Fee Per Month	\$100.00
Attorney Package Preparation and Monthly Monitoring	\$300.00
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 FUND**

Casta del Sol’s Reserves is a restricted account, containing Association money to repair, restore, enhance/upgrade, 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 income for the Association.

Current State Law requires an independent “Reserve Study” every three years with an annual review by the Board. Casta del Sol chooses to do a complete reserve study each fiscal year. 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. The funds will be expended for repair, restoration, replacement, or maintenance of, or the litigation involving the repair, restoration, or maintenance of, major components that the association is obligated to repair, restore, replace, or maintain and for which

the reserve fund was established – (Civil Code Section 5510(b)). Identification of total cash reserves currently set aside for this purpose is reflected each month in the financial statements.

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

## **CAPITAL IMPROVEMENT FUND**

**The Master Association may levy, in any fiscal year, a Capital Improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction of a capital improvement pursuant to Section 6.05L of the CC&R’s Section 9.03.**

**The Master Association may construct, and/or purchase a previously non existing asset, make an addition or upgrade to an existing asset or make a material alteration to an existing asset.**

For the purpose of this Master Declaration, the Term “Capital Improvement” shall mean the construction and/or purchase of a previously non-existing asset with a cost in excess of fifteen hundred dollars (\$1500.00), a discretionary substantial addition or upgrade to an existing asset, or substantial material alteration to the appearance of the Association property or the Common Area. If the cost of a Capital Improvement exceeds, individually or in the aggregate, 3.0% of the Master Association’s annual operating budget, which includes the reserve contribution, less any general contingency contribution and Capital Improvement contribution in any one fiscal year, then the approval of at least a majority of the members constituting a quorum, present in person or by ballot shall be obtained for the expenditure for that Capital Improvement. CC&Rs Section 6.05L

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# **CASTA COURIER**

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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 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, or club/activity report 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, Inserts, etc.**

The following are not allowed within articles, committee reports, club/activity reports, inserts etc.

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. 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 *Courier* Committee Chair is unsure whether the material violates the Association's publication policies, the Chair 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 and Restrictions for Advertising, Flyers (other than Board of Directors (BOD) candidate flyers)**

Casta del Sol and the publisher adopted and will enforce the rules and restrictions in this document for advertising, flyers and inserts other than BOD candidate flyers. Any policy conflict or concern will be resolved by 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 Board of Directors and paid for by the HOA.
2. Club and 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 *Courier* Committee Chair and paid for by the resident. If there is a concern these will require approval by the Board of Directors.
4. Inserts proposed by any committee, club, or group or individual within Casta shall first be submitted to the *Courier* Committee Chair for proofing before it is printed.
5. 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*.

## **B3. Additional Rules and Restrictions for Board Candidate Flyers**

These guidelines were developed with the Election Committee Chair and adhere to Civil Code 5105 (Election Rules) and Civil Code 5135 (Campaign-Related Information)

1. All BOD Candidates must pay for their own flyer inserts; the Association will not pay for these. The candidate should supply 2,000 copies.
2. All candidates must send a single copy of their flyers to the Election Committee Chair, at least five days before *Courier* stuffing. The flyers will then be submitted to the *Courier* Committee Chair.
3. Flyers from a club, activity or group supporting the candidates must indicate approval by the candidate(s).
4. Candidates may submit flyers for multiple issues of the *Courier*.
5. The 2,000 copies of the flyers should be submitted to the *Courier* Chair or delivery preparation coordinator at least the day prior to the *Courier* stuffing or early that morning.

#### **B4. Special Rules for Minor'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.

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## **ELECTION OPERATING RULES**

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### **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.
6. All Candidates will be required to follow the requirements of the Corporate Transparency Act and will be required to provide their name, residential address, birthdate, and copy of either a valid Driver's License or Passport. This information will be filed with the Financial Crimes Enforcement Network, which is a bureau of the United States Department of the Treasury.

### **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 at least 20 days after the adjourned proceeding, at which time the purposes of a membership meeting to elect directors shall be 20% (or 386 Members) of the association's voting members present in person, by proxy, or by secret ballot.
3. In the event of a tie vote for the last seat in an election of the Board of Directors, the tie shall be broken in the following way: (a) One of the tied-in candidates volunteers to relinquish their position. (b) If this does not happen, a coin flip will be used. The order on the ballot will determine who calls the flip, heads or tails. The Inspector of Elections or her/his designee shall flip the coin. (c) In a three-way tie for the last seat, the candidates will draw straws. The candidate who draws the longest straw will be awarded the last seat. (d) If a tie exists among three or more candidates for the last two seats, the two candidates who draw the longest straws shall be awarded the seats.

### **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.

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# **Sewer Line Policy**

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The intent of this policy is to provide a limit that will be approved by the Board of Directors for reimbursement to owners for the clearing of any sewer drain related to Association tree roots.

- I. Maximum Reimbursement to Homeowners that will be Paid by Association

Payment or reimbursement of the clearing out of any residential sewer drain through a clean out of a residential sewer line due to common areas root intrusion is as follows:

**Weekday Service (8:00 a.m. – 4:30 p.m.):**

Maximum of \$185.00 to clear any sewer drain through a clean out. If the plumbing vendor used by the Association does the repair, the \$185.00 will be applied to the cost of the repair. This price is for service during the hours of Monday-Friday 8:00 a.m. – 4:30 p.m. These amounts may be subject to change.

**After Hours/Weekend/Holiday Service:**

Maximum of \$400.00 is to clear any sewer drain through a clean out before 8:00 a.m. and after 4:30 p.m. (after hours) on weekdays and any time on weekends/ holidays. If the plumbing vendor used by the Association does the repair, the \$400.00 will be applied to the cost of the repair.

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# GREENBELT

## RULES AND REGULATIONS

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### 1. INTRODUCTION

Casta del Sol 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), front yards, as well as all Common Areas in the community. Common Areas include slopes, embankments, open spaces, and greenbelt areas.

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 Landscape Maintenance Contractor’s performance is monitored by the Landscape Maintenance Coordinator with input from the Greenbelt Committee. In order for the Association to control costs, contractual obligations, and performance, **it is essential that no Owner/resident 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

Foundations, side yards and side entryways are considered private areas that Owners are welcome to modify. The foundation area (flowerbed) is the space adjacent to the Owner’s house.

#### 2.1. Planting in Foundation

Owners are permitted 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 submit a Work Order (see Section 9) for removal of existing foundation-area trees before damage occurs. Upon the sale of the property, the remaining foundation area trees will be removed by the Association (See section 11). No trellises or plant materials are permitted to be permanently attached to or grow on homes because they create an obstruction to house painting.

No approval is necessary for planting flowers and bedding plants in the foundation area. To assist Owners who wish to submit an application to modify or completely replant the foundation area, an “Application for Proposed Foundation Replanting” is available at the desk at Recreation Center 1 and includes the Association Maintained Foundation Plants

("AMFP") list. 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](http://www.digalert.org).

The Owner must pay all expenses incurred for this modification and for any irrigation modification which must only be performed by the Association Landscape Maintenance Contractor. 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 by an outside gardener. If the plants are not included on the AMFP list** (see 2.2), the Owner is responsible for maintaining the foundation area including weeding, trimming and any required additional watering. Additionally, see Section 11, "When you Sell Your Home," regarding Owner obligation for these private plantings at the time of sale.

Please note that the foundation irrigation system is set to meet the water needs of the plants on the AMFP list. If the Owner installs flowers, bedding plants or shrubs other than those on the AMFP list, the Owner/resident may need to hand water the private plants 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 irrigation systems. Owner's must indicate their responsibility to foundation plantings by placing red stakes in the foundation area.

The foundation areas **cannot** be enlarged. If they encroach into the Common Area (this includes patio extensions), it 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 Maintained Foundation Plants AMFP Plants Only (no private plantings)  
Foundations containing only Association maintained 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.

Customized gardening is not included in the Landscape Maintenance Agreement and Owners/residents should not request "special treatment" from the Landscape Maintenance Contractor or crew. Any concerns about service should be made utilizing the work order to O'Connell Landscape at 1-800-339-1106 or [workorders@OCLM.com](mailto:workorders@OCLM.com), not to the individual workers. Owners/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** (available 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 on turf or on slopes.

**2.2b** Foundation, Maintenance of Private Plantings Only (no Association Maintained 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 the 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 Maintenance 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 Maintained Plants  
All private plantings in a "combination" foundation must be maintained by the Owner. The Landscape Maintenance Contractor will maintain Association maintained 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 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, 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 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 Landscape Maintenance Contractor for items which are not easily seen, such as electrical lines. Place the blue stakes at intervals along these lines 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 or Association is not liable for any damage that might inadvertently be done by the crew. Holiday décor may be placed in the foundation, but not in Common Areas, front yard, front yard trees or front yard turf. 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 or drainage pipes 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/pipes.

#### **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 Owner's responsibility to ensure the outside gardener does not prune or remove any of the plantings in the Common Area.** These plantings are the property of the Association. They do not belong to the Owner. The Owner is responsible and will be held liable for any damage caused by hired worker's landscaping project. The foundation areas **cannot** be enlarged. If the foundation area encroaches into the Common Area (this includes patio extensions), it is a violation of the CC&Rs.

**It is the Owner's 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 or hired worker. No debris is to be left in the street, on the sidewalk, on the turf 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, steppingstones, 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 turf 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/residents in the front yard is prohibited. This includes bordering or planting along the driveways next to turf areas. Driving or parking a vehicle on front yard turf is strictly prohibited.

### 3.2 Front Yard Area, Mowing

All turf areas are scheduled for mowing and edging once a week during the summer and every two weeks in the slow-growing season. The Landscape Maintenance Contractor uses 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 as per the Landscape Maintenance Agreement. However, the schedule may change due to holidays or rain; mowing may be delayed or canceled. Mowing day is rotated annually in April.

### 3.3 Front Yard Area, Chemical Use

Fertilizers, herbicides, and fungicides are applied as needed to front yard turf areas. Aeration and dethatching are scheduled per the Landscape Maintenance Agreement. Please see the chemicals used monthly by the Landscape Maintenance Contractor on the bulletin boards of Recreation Center 1 and 2.

### 3.4 Front Yard Area, Use of Artificial Turf

Owners may seek to have the front yard area landscaped with artificial turf under the Policy and Standards approved by the Board of Directors. All documents related to the Policy and Standards 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 existing 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 and upkeep and maintenance. Owners are limited to the Association-approved artificial turf only and are required to use the Association's Landscape Maintenance Contractor to perform all aspects of the project.

## 4. COMMON AREAS

The Common Areas (slopes, embankments, open spaces, and greenbelt areas) throughout the community are COMMON AREA PROPERTY controlled through the Association's Board of Directors. The foundation areas **cannot** be enlarged. If the foundation area encroaches into the Common Area (this includes patio extensions), it is a violation of the CC&Rs.

### 4.1 Common Area Restrictions

Planting by Owners/residents in the Common Area is **strictly prohibited**. This includes bordering or planting along the driveways next to turf areas. 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. 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 Common Area including front and back yards 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 turf; 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 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 residents' privacy and because of the potential for uneven footing, please do not walk closely behind homes.

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, all pets must be on a leash, waste must be picked up, and pet noise controlled or a fine may be levied.

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 should be made utilizing the Work Order Program and **not** to the individual workers. Residents interfering with the landscape crew may be fined and charged for the cost of lost time.

#### 4.2 Common Areas, Mowing

All turf areas are scheduled for mowing and edging once a week during the summer and every two weeks in the slow-growing season. The Landscape Maintenance Contractor uses a leaf blower to remove grass clippings from sidewalks and maintenance paths 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 as per the Landscape Maintenance Agreement. However, the schedule may change due to holidays or rain. In the case of rain or holiday, mowing may be delayed or canceled. Mowing day is rotated annually in April.

Nothing that might be an obstruction for the mowing equipment, including any pet waste, may be left on the turf. The mowing crew has been instructed **not** to mow any area where there is an obstruction of any kind. If the turf 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 Maintenance Coordinator 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 three times during a rotating 13-month schedule per the Landscape Maintenance Agreement. 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 per the Landscape Maintenance Agreement. These all comply with safety standards for application and use.

### 5. SHRUB REMOVAL, REPLACEMENT, AND ADDITIONS

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

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 Board of Directors has made the following policy:

If an Owner/resident requests the removal of a plant or tree growing adjacent to their 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 Board of Directors will permit the removal of the plant or tree by the Landscape Maintenance Contractor at the expense of the Owner. The Owner 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. Trees located on Common Area and on Owners' Lots (Except Patio Area, Side Yard and enclosed End Yard) are the responsibility of the Association. Their selection, care and maintenance are the responsibility of the Association, overseen by the Landscape Maintenance Coordinator. The Association will not approve removal, planting, or pruning of plants or trees for viewing or screening.

### **6.1 Trees, Pruning**

The Association has contracted with International Society of Arboriculture (ISA) certified tree services to trim a specified number of mature trees 15 feet in height and over annually, on a schedule approved by the Board of Directors. The Landscape Maintenance Contractor is responsible for pruning trees less than 15 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, please utilize the Work Order Program to report the concern. 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, 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. A tree will be removed only if the Landscape Maintenance Coordinator determines that it meets one or more of the following criteria (known as the Five D's):

1. DANGER to any person or property.
2. DAMAGE to structures or other trees. In some cases, it is the roots that cause the actual or potential damage to sewers, irrigation lines, sidewalks, patios, driveways, curbs, asphalt or foundations.
3. DEAD or DYING
4. DENSITY or overcrowding
5. DISEASE or insect infestation.

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

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

### 6.3 Trees, Replacement

The Greenbelt Committee will strive to preserve a constant number of trees but cannot guarantee a one for one replacement. Replacement of a tree removed under the Tree Removal criteria, is not automatic; rather, it is subject to the approval of the Landscape Maintenance Coordinator or may be recommended by the Greenbelt Committee and approved by the Board of Directors.

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 Maintenance Coordinator. Trees removed from the foundation areas will not be replaced. Trees selected for replacement must come from the most recent Tree List adopted by the Board.

### 6.4 Trees, Turf 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. Whenever possible sod will be used to replace turf in front yards where trees have been removed. 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 may be asked to provide that watering from their house service. The Association will also provide, if needed, rabbit fencing around the area until the Landscape Maintenance Contractor confirms sufficient root base warrants fence removal.

## 7. IRRIGATION SYSTEM

The Landscape Maintenance Contractor is responsible for maintaining our computer-controlled irrigation system and for ensuring it provides sufficient water for the Association maintained 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. The owner is responsible for abiding by Santa Margarita Water District's Recycled Water Rules and Regulations (<https://www.smwd.com>).

**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 irrigation systems. For example, you **cannot** attach a drip irrigation system to the Association irrigation system.

### 7.1 Irrigation, Non-Emergency Problems

Owner/resident cooperation is essential in ensuring that the sprinklers around the home work properly. Periodically check that they are not hitting the side of the house. Observe whether the turf is getting proper coverage. (A broken sprinkler head is **not** an emergency because the system runs for only a few minutes.) Utilize the Work Order Program to report **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. Please call 1-800-339-1106. After hours call 1-800-339-1106. 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 p.m. and 6:00 a.m. 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 turf 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 utilize the Work Order Program to report insect infestation of plants, gophers, voles, moles, snails, slugs, and mounds of soil or holes in the ground.

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 the Landscape Maintenance Agreement. Owners are responsible for any extermination services not included in Landscape Maintenance Agreement.

The Association has rat, squirrel, and rabbit abatement programs for Common Areas only. Please utilize the Work Order Program to report 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/WORK ORDERS**

Please contact O'Connell Landscape at 1-800-339-1106 or [workorders@oclm.com](mailto:workorders@oclm.com) if you observe a landscape concern. A Work Order will be generated and given to the Landscape Contractor. Please understand that Work Orders are not a guarantee that work will ensue; they are the process for reporting problems or concerns. Work Orders are routinely processed in the order received and are given individual attention by the Landscape Maintenance Contractor or by the Landscape Maintenance Department. If it is determined that action is necessary, the work order will be processed and the work scheduled. In addition, the Landscape Maintenance Contractor does not remove or replace dead Association maintained plants in foundations maintained by the Association unless a Work Order is submitted by the Owner.

If an Owner/resident request is denied, they may appear in person before the Greenbelt Committee to discuss the problem/concerns. If possible, Owner/resident should inform the Greenbelt Chair of their 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 through the Work Order Program, **not** to the individual workers. Owners/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, 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 Maintenance Department at 949-455-4672.

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

The Landscape Maintenance Contractor and the Landscape Maintenance Department must approve the **installation of the new water lines**, which is, done at the Owner's expense. The Owner or licensed contractor is required to call the Maintenance Services Department at 949-455-4671 to inform them 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 construction. A concrete swale is highly 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 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 Maintenance Coordinator. 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 irrigation 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 Landscape Maintenance 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 rules. If such conditions are found, this information is given to the Owner and 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 may be done by the Owner or may be done by the Association's Landscape Maintenance Contractor. There may be instances when the buyer wishes to keep the private plantings of the seller. A buyer may not keep any trees located in the foundation area. If so, the buyer agrees 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. Trees in the foundation will be removed by the Association upon the sale of the property.

## **12. IF YOU LEASE OR RENT YOUR HOME**

Owners are held responsible for ensuring 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 in the Rules & Regulations.

## **13. GREENBELT COMMITTEE**

### **13.1 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.

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# **INSURANCE**

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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, Inc. 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.**

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## **LIBRARY**

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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, large print, and trade paperbacks. 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 and trade paperbacks are to be checked out from and returned to the Recreation Center. Books in this section can be checked out for 3 weeks and can be renewed as many times as needed.

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. Other books that have been reserved cannot be renewed.

Donated 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**

A Casta del Sol Book Group meets on the 4th Monday of the month at 6:30 p.m. in the Library. A second book group meets every third Tuesday in private homes.

### **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 want 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 service for all residents and a delivery service for home bound residents. Residents can browse the selections available by accessing the Handy Library Manager inventory, (<http://www.lightdb.com:1220/?user=castadelsol>). Then reserve your selection on the form provided on the table next to the Annex or by email to the Library, ([cdslibrary2@gmail.com](mailto:cdslibrary2@gmail.com)), 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" either on the puzzle table or at home. The Library has small to large puzzles. They are located in the cabinets next to the puzzle table at the back door.

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## **RECREATION**

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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; and 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 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 are financially responsible for all contracts with entertainers, caterers, cleanup crews or other contractors. Proper insurance certificates from the vendors naming the Association and Management Company must be provided seventy-two (72) hours prior to the scheduled event.

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.

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## MISCELLANEOUS POLICIES AND RULES

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*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 the 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 a.m. Sign-ups may be made no more than two days or for Paddle Tennis four days in advance. Sign-up time is 7:00 a.m. for Paddle Tennis; 6:00 a.m. for Tennis and Pickleball. If signing up before 7:00 a.m., 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 a.m. to 10:00 a.m. 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 a.m. - 12:30 p.m.), afternoon (12:30 p.m. – 5:00 p.m.) or evening (5:00 p.m. – 9:45 p.m.).
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. In-club league days are Wednesdays 6:00 p.m. - 9:00 p.m. and Thursdays 9:00 a.m. - 11:00 a.m. Friday Instruction is 10:00 a.m. - 11:30 a.m.
3. Closed flat, soft sole shoes are mandatory when playing.
4. 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. Only one (1) locker may be used at a time by each resident.
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.
15. Showers are not to be used to bathe pets.

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## **SOCIAL COMMITTEE**

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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 celebrations and parties. 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. Most social events are planned to be financially self-supporting.

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

1. Official sign-ups for social events will take place at the Recreation Center 1 office, when a 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 social event. Residents may sign-up for a total of resident attendees equal to the number of persons that can be accommodated at a single table for that event. All attendees must be paid for at the time of the sign-up.
4. Non-residents may be invited to, and signed-up for, an event by a resident(s). Every resident may initially invite one non-resident per event. Five days after sign-up begins, and space permitting, additional non-residents may be invited to attend.
5. Seating in the Vista Room:
  - Eight people to a table with a maximum of twenty tables in the Vista Room is customary.
  - With staff approval, the eight people at a table may invite up to two people to sit with them
  - If there are seven people at a table and staff cannot place a single guest to sit there, then they may place a couple there, for a total of nine people.

All residents of Casta del Sol are welcome to attend all Social Committee events.

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# TRAFFIC

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The Traffic Committee is responsible to the Board of Directors (BOD) for observing conditions within Casta del Sol which may affect the traffic flow and safety of the community, its residents and Association property and for observing the activities of the *traffic control contractors*. In addition, the Committee will receive information and consider appropriate action in response to resident's reported observations of traffic flow and safety conditions. All resident traffic concerns should be directed to management via a Customer Service Request (CSR) form available in the Management Office or Recreational Center 1.

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 (with the exception of HOA approved vendors).
2. Vendors and contractors are limited to the following access times:
  - Monday – Friday: 7:00 a.m. – 6:00 p.m.
  - Saturday: 8:30 a.m. – 4:00 p.m.
  - 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.
3. Vehicles without transponder stickers, contractors and vendors must receive a valid gate pass for entry through the gate.

### RESIDENT ENTRY

Vehicle transponder stickers are issued to Casta del Sol qualifying residents within the community who are properly registered with the Recreation Center 1 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 but must still stop at gates for approval of access and proper Casta del Sol ID must be shown/provided.

# **VEHICLE ENTRY TRANSPONDER STICKERS**

## **RESIDENT ENTRY STICKERS**

1. Any Casta del Sol qualified resident (current in all assessments), who owns or leases a vehicle with valid registration (current vehicle registration papers showing a Casta del Sol address) and permanent license plates, will be entitled to a transponder sticker for that vehicle. Transponder stickers are issued during the year to residents by the Recreation Center 1 office staff during office hours. Transponder stickers are to be affixed by staff, to the vehicle. The transponder sticker location will be determined by staff at the time of installation. The first sticker per address is free. Every additional vehicle or replacement transponder sticker will be issued at a cost of \$15.00.
2. 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 (e.g., Utility bill with Casta del Sol address) in Casta del Sol and proper vehicle registration.
3. Non-resident (absentee) property Owners may have a Casta del Sol transponder sticker on their vehicles.
4. 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 Center 1 office to obtain a new transponder sticker for the new vehicle and to have the new transponder sticker activated.
5. Ten days prior to permanently moving out of Casta del Sol, residents must turn in removed transponder sticker(s) to the Recreation Center 1 office prior to the close of escrow. A temporary pass will be issued for residents' convenience. Failure to comply will result in a \$50 fine per transponder sticker.
6. Each transponder sticker may be deactivated by management, requiring resident access only through the guest lane.

## **FRIENDS & FAMILY TRANSPONDER STICKERS**

1. Any Casta del Sol qualified owner/resident may apply for a Friends & Family transponder sticker. Friend or family member must accompany the resident when applying for the sticker. This does not include housekeepers, health care workers, realtors, etc. Transponder stickers are issued and affixed to the applicant's vehicle by the Recreation Center 1 office staff during staff hours at a one-time cost of \$25 each. A total of two Friends & Family transponder stickers per address are allowed.
2. Information required for issuance of transponder stickers are current vehicle registration papers and a permanent license plate affixed to the vehicle.
3. Normal issuance procedures and payment acceptance will be followed by office personnel.
4. The owner will be responsible for applicable fine payment of any infractions or damage caused by the applicant's auto being operated on Casta del Sol property.
5. The owner/resident is responsible and must be physically present in the Recreation Center 1 office to initiate the cancellation of any transponder. No refunds are allowed.
6. Transponder stickers must be removed from vehicle when selling and/or trading of said vehicle or if the owner/resident permanently moves from Casta del Sol. The transponder sticker or pieces of the transponder sticker must be returned to the Recreation Center 1 office to obtain a new transponder sticker for the new vehicle and to have it activated.
7. Ten days prior to permanently moving out of Casta del Sol, the owner must turn in all removed transponder stickers to

the Recreation Center 1 office prior to the close of escrow. Failure to comply will result in a \$50 fine per transponder sticker.

8. Each transponder sticker may be deactivated by management at any time for violation of Casta del Sol Rules & Regulations.

## **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. Residents, entering Casta gates via motor vehicles, including motorcycles, are required to present their ID to the gate attendant to receive a parking pass before entering 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 returned to the Recreation Center 1 office prior to the close of escrow. 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 Center 1 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 Center 1 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 Center 1 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. Vehicles 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.
5. Residents entering Casta gates on bicycles, or walking, are required to present their ID card to the Gate Attendant before passing through the gate.

## 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). Residents may call any one of the four gates or use the Casta del Sol Gate Services web access system to register their guests/vendors.

When a guest/vendor 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/vendor 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. Guest passes are for the specific address which they were granted entry for.

### CALLING THE GATES

- Residents may call any one of the four gates and provide the following information:

**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 a.m. – 10:00 p.m.** Albeniz & Jeronimo \_\_\_\_\_ **949-455-4675**

**Gate 3: Open 6:00 a.m. – 10:00 p.m.** Calle Azorin & Jeronimo \_\_\_\_\_ **949-455-4676**

**Gate 4: Open 6:00 a.m. – 10:00 p.m.** Calle Azorin & Alicia Pkwy \_\_\_\_\_ **949-455-4677**

Residents 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.

- Resident's name and Casta del Sol ID number. *(Do not give this number out to others. It is the property's confidential number).*
  - Guest's name, arrival time and date.
- The Gate Attendant will log the information and verify the resident's data.
  - 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 five days prior to the date of the event. The resident should call the Gate Attendant the morning of the event as a reminder. If the event is to be held at one of the Recreation Centers take a list of guests to Gate 1 or 2.
  - Refusal of the resident to provide their Casta del Sol ID number or appropriate identification will cause the Gate Attendant to deny entry to the guest.

### ENTERING THE GATE PASS AUTHORIZATION VIA CASTA DEL SOL GATE SERVICES WEB ACCESS SYSTEM

All residents who wish to use the Casta del Sol Gate Services web access system ([www.castadelsol.com](http://www.castadelsol.com)), including the app, should use their assigned login access code and password. Once logged in, you will be directed to a master screen where you can select the activity you want to perform such as adding and removing guests, vendors and service providers.

Should you need assistance with navigating the site, detailed instructions are available in the Recreation Center 1 office and on the Casta del Sol web access system site. For technical support, please contact the Recreation Director via email (preferred) or call (949) 455-4681.

## **PERMANENT GUEST ENTRY PASSES**

1. Casta del Sol residents may submit the names of guests and family members to their permanent guest list, allowing these individuals' access at the gates. Guests should be prepared to provide the gate attendant with resident address, resident's name, and their name. The gate attendant will confirm that they are on your approved list before issuing their pass.
2. Upon arrival, the Gate Attendant will issue a 60 day pass to the resident's home. After the 60 days expiration, the guest will receive a new pass for another 60 days at their next visit. Guest names will remain valid until the resident removes them from the Casta del Sol Gate Services web access system. It is strictly the resident's responsibility to remove guest names from their resident approved list once access is no longer desired.
3. A valid gate pass must be displayed face up on the dashboard, on the driver's side, at all times.
4. The permanent guest list may not be used for vendors, delivery services, caregivers, housecleaners, realtors, or other service providers – please use the vendor list for those passes. Residents without transponders should not use their guest list for their personal needs – you may present your Casta del Sol ID card at any gate and be given a pass that grants access.

## **EXTENDED VISIT GUEST ENTRY PASSES**

Guest passes may be requested by Casta del Sol residents for guests on extended visits in the community.

1. Guest passes can be entered by the resident on the Casta del Sol Gate Services web access system, or in the program app or by the Recreation Center 1 office during business hours. Residents who want a guest pass for longer than a week must come to the Recreation Center 1 office to have a guest pass established for their guest when they come to the gate.
2. The resident should instruct the guest to request his/her pass from the Gate Attendant. 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.

## **TEMPORARY VENDOR & CONTRACTOR'S GUEST PASSES**

1. Casta residents may also add vendors (e.g. delivery services, AAA, cleaning services, private landscapers, painters, caregivers, realtors, etc.) to their list via the Gate Services web access system. Those who don't use the website may call the information to any of the gates or to the Recreation Center 1 staff. Residents should notify Recreation Center 1 staff when they are contracting for work to be done at their home for more than one day, so the Recreation Center 1 staff can enter the pertinent data into the Casta del Sol Gate Services web access system 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 Center 1 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's name from their guest list on the Casta del Sol Gate Services web access system or notify the Recreation Center 1 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 and must follow all Casta del Sol Traffic Rules.

## **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 yield until the emergency vehicle has passed.
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 OR THREE-WHEELED VEHICLE ENTRY**

1. Two or three-wheeled vehicles (mopeds, motorcycles, standard and motorized bicycles, tricycles and scooters) owned by residents and authorized, visiting 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. Any two or three-wheeled vehicle that requires DMV vehicle registration with the state, must have either a valid gate pass or vehicle transponder sticker.

## **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 \$1,000, 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.

## 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 a.m. - 6:00 p.m.
  - Sat: 8:30 a.m. - 4:00 p.m.
  - 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 O’Connell Landscape 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 O’Connell Landscape.
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 O’Connell Landscape.
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)

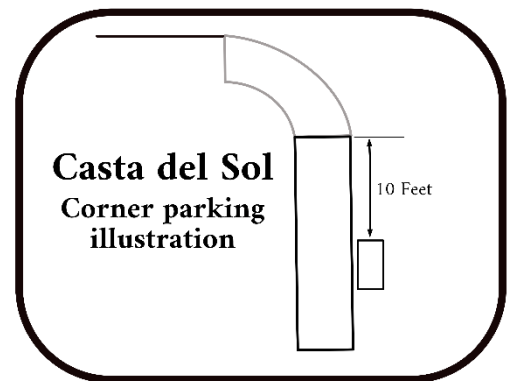
1. Construction material – Construction materials are not permitted to be placed in the street, but new materials may be placed on the private driveway.
2. Entry – Residents must contact a gate to authorize access for their contractor; the gate will then issue a pass. Should the contractor require more 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.

# PARKING

## GENERAL PARKING RULES AND REGULATIONS

1. Any vehicle parked anywhere other than a private driveway or garage must display a current vehicle transponder sticker or valid gate pass placed face up on the driver’s side dashboard.
2. Parking is not allowed in cul-de-sacs or turn-arounds without sidewalks unless specified by signage.
3. Parking on streets is only 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.)
4. No parking is permitted within 15 ft. of any fire hydrant or 10 ft. of a street corner (see diagram) or entrance to any cul-de-sac.
5. No parking is permitted that will block entry or egress from any driveway.
6. Vehicle or boat repair (other than emergency type) is not permitted on any Casta del Sol street or resident driveway.
7. 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 (out of state plates must show current registration in that state) in the form of license tags or temporary DMV documentation, and
  - d. cannot be left unmoved for periods exceeding 72 hours.
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. Permits are available at the Recreation Center 1 office, allowing resident-owned approved Commercial Vehicle parking in the lower lot at Recreation Center 1. These permits must be current and displayed on the driver’s side dash at all times when parked in the lot.
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 2 and 3 (of this section) is made to allow parking of commercial vehicles where there are no sidewalks, but only as needed to access the vehicle, equipment, and contents while actively servicing homes. This exception is not provided merely for the convenience of the contractor, but to provide accessibility to the materials and tools of the trade as needed to perform the job. Whenever possible, the necessary tools and materials should be moved to the resident's premises and the vehicle then relocated to an authorized street location.
  - 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)
14. 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.
15. Vehicles parking on the driveway must not extend into the sidewalk, street or cul-de-sac.
16. Saddleback 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 office.

## **RESIDENT-OWNED VEHICLE PARKING**

1. Vehicle parking in Casta del Sol, except as prohibited below is permitted in a resident's garage, 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.
2. Vehicles parked within Casta del Sol shall be maintained in a clean condition, with only minimal body damage, clear coat/paint peeling, or rust. Leaking fluids should not be allowed on streets or in driveways, and vehicles may not be used for storage.
3. Resident-owned golf carts must display a Casta del Sol ID card or may purchase a transponder sticker to reenter the community. Golf carts can only be parked overnight on the driveway or in the garage.
4. 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.
5. 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
6. Resident-owned 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.
7. Each Casta residence (i.e., each address) is limited to a maximum of two (2) resident-owned vehicles that may be parked on any Casta del Sol street, turnout, recreation centers, or "guest parking".
- a. Resident-owned vehicles parked on the street must not only be currently **DMV** registered but also adhere to all other Traffic Rules and Regulations.
  - b. Additional resident-owned vehicles must be parked in the resident's garage or driveway and adhere to all other Traffic Rules and Regulations.
  - c. Excess vehicles must be parked offsite and are subject to towing.

## **ENTRY AREA PARKING**

1. No parking is permitted in or around any 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.

**PROCEDURE:**

- a. Residents will obtain numbered permits from the Recreation Center 1 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 (equipped for recreational use such as including bed(s), stoves, etc.)
  - 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. 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 office 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 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 Center 1 office.
  - c. Data required by the office for a parking permit:
    - Associated owner/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 Center 1 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 a.m. and 10:00 p.m. 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 p.m., 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 and online ([www.castadelsol.com](http://www.castadelsol.com)). 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. If your vehicle has been towed, please contact Southside Towing at 949-631-8698.

## **MISCELLANEOUS**

1. Violations of traffic rules and regulations may be either observed by the contracted Casta del Sol roving patrol or reported by any resident using a form available at the Recreation Center 1 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. All fines may be increased for subsequent or ongoing non-compliance with the rules and regulations.
4. Gate Attendants are not allowed to accept articles, including keys, for delivery to another person or agency. They cannot accept deliveries for residents.
5. The use of skateboards, motorized skateboards, non-motorized scooters, in line and roller skates are prohibited within Casta del Sol.

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# **WELCOME**

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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 is 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.

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.

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## Fine and Fee Schedule

### Notice to Members of Monetary Penalties

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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>
<p>Continuation of work after receiving a “Stop Work Order”</p>	<p>\$500 regardless of eventual outcome and removal of project if not approved.</p>
<p>Failure to submit an Architectural application for exterior modification.</p>	<p>\$250 fine</p>
<p>Failure to post the copy of the approved Architectural application for exterior modification.</p>	<p>\$100 fine</p>
<p>Failure to submit a notice of project completion.</p>	<p>\$50 fine</p>
<p>Disregarding denial of a submitted application for work.</p>	<p>\$500 regardless of eventual outcome and removal of project if it cannot be made satisfactory to the Committee.</p>
<p>Deviation from Architectural Committee approved plans (Owner has 45 days after receiving written notification from the Committee to correct the deviation).</p>	<p>\$200 fine</p>
<p>Continued deviation after 45-day period.</p>	<p>\$200 fine and \$200 each month until violation is corrected.</p>
<p>Failure to correct an Escrow Violation.</p>	<p>\$100 fine</p>
<p>Continued deviation after 60-day period.</p>	<p>\$100 fine and \$100 each month until violation is corrected.</p>
<p>See also “Unauthorized or illegal use or alteration of a dwelling unit” under the “General” heading.</p>	

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 <sup>nd</sup> 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 72 hours.	\$50 per occurrence
Illegal parking, including excess of 2 vehicles on streets.	\$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
Parking a vehicle on driveway or street without displaying a current vehicle transponder sticker or valid gate pass.	\$50 per each subsequent 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 – Requires correction, either: Proof of current registration to be presented at Rec. Ctr. 1, or removal of vehicle from Casta streets or parking lots.
Failure to return Friends & Family RFID sticker when vehicle is sold or removed from system	\$50 per vehicle
Failure to return RFID sticker when resident vehicle is sold or removed from system, such as purchasing a new vehicle	\$50 per vehicle
Failure to return resident/owner RFID sticker 10 days prior to the close of escrow when selling Casta del Sol Home	\$50 per occurrence
Tailgating Citations	\$100 per occurrence
Gate arm strikes	\$100 per occurrence plus damages
Exceeding the posted speed limit, failing to come to a complete stop at stop signs or reckless driving.	\$100 initial occurrence, escalating for repeating occurrences.
Repeated traffic offenses	Owner/resident access may be suspended for up to 30 days <u>and repeated parking violations may result in towing.</u>

\*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: December 19, 2024