

RULES AND REGULATIONS

FOR

THE VILLAGES COMMUNITY ASSOCIATION

# THE VILLAGES COMMUNITY ASSOCIATION

## RULES AND REGULATIONS

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# THE VILLAGES COMMUNITY ASSOCIATION

## MEMBERSHIP INFORMATION

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

The Villages Community Association is a California nonprofit mutual benefit corporation consisting of those owners of homes within the boundaries of The Villages.

The purpose of The Villages Community Association is to ensure that the common area will be maintained in an attractive manner for the enjoyment of all residents. Your automatic membership in the Association provides a membership base to share in the costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each resident without infringing on other residents and their rights to quiet enjoyment of their homes and community.

Although these rules and regulations support the Covenants, Conditions and Restrictions (CC&Rs), they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully.

The Community Board is composed of five (5) Owners/Residents elected by the Community. Board members are elected for a one (1) year term. They are people who volunteer their time, their skills and their energy toward maintaining and enhancing the value of your investment and to make The Villages a pleasant environment in which to live.

### COMMUNITY BOARD

The Board is empowered under Article IV, of the CC&R's to establish, without the consent of the members of the Association, any rules or regulations that it deems reasonable with regard to the use, occupancy and maintenance of the individual Lots, Community Common Area; by owners, their tenants or guests and the conduct of such persons with respect to vehicular traffic, parking, control of pets, and other activities which, if not regulated, might otherwise detract from the appearance of the community, be offensive, cause inconvenience or danger to persons residing in The Villages.

## OWNERS, TENANTS AND GUEST VIOLATIONS:

Owners, tenants, and guests are bound by the CC&R's, Architectural Guidelines and the Rules and Regulations of this Association. Owners are held responsible and liable at all times for the actions and conduct of their families, guests, and tenants while within The Villages.

All owners, tenant and guest violations of The Villages CC&R's and Rules and Regulations, will be cited against the Owner of the lot from which the violation originates. The Owner will be held liable for payment and any penalty assessment levied for the tenant or guest's violations, as well as costs or fees incurred by the Association for the repair or replacement of any damage caused to Community Common Area. Owners are not precluded from collecting reimbursement from their tenant. It is the responsibility of every owner to advise their guests or tenants of the Association Rules and Regulations.

## USE RESTRICTIONS OF COMMON PROPERTY:

Each owner has a vested interest in the Community Common Area and should therefore treat these areas with the same pride of ownership and care as that given to his/her lot. The rules must be observed to protect your investment.

## COMMON AREA RULES

### Owner Liability:

1. Owners are responsible at all times for their own conduct and actions, owner's families and guests, their tenants', tenants families and guests and other occupants of the owners' lot.
2. Owners will be held liable for all enforcement assessments resulting from violations of The Villages Rules and Regulations by said owner, owner's families and guests, their tenants, tenants' families and guests and any other occupant of the owners' lot.
3. The owner will also be held liable for all costs incurred by The Villages Community Association for the repair and replacement of damaged common property due to negligent or willful damage or the removal of said common property by any of the above said occupants of the owner's lot.
4. In addition to the recovery of repair and replacement costs, enforcement penalty assessments may be levied against the owner, which may include attorneys' fees, litigation costs, interest and other charges related thereto.
5. Owners are prohibited from destroying, removing or altering the landscaping in the common area, in any manner, regardless of the condition of the plantings.
6. Littering of the common area is not permitted, including but not limited to the disposal of dirt, trimmings, or other materials. The cost of cleanup or removal shall be that of the owner who's lot the material came from, and/or who disposed of the material.
7. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot, Common Area or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view. Such containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty four (24) hours before and after scheduled trash collection hours).
8. No clothing or household fabrics shall be hung, dried or aired on or over any Lot in such a way as to be visible from street level or the common area.
9. Street hockey equipment, basketball equipment and any other portable recreation/athletic equipment must be stored away from the street or front of the Lot when not in use. Acceptable means of storage are in the garage or behind the Lot's fence in a manner not visible from street level.

## TENANT RULES AND REGULATIONS

Please refer to Article 12 of the CC&R's.

### PARKING RULES

1. With the exception of maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads within The Villages Community Association. No off-road riding shall be permitted.
2. No trailer, camper, boat, recreational vehicles used or operated for commercial purposes, or similar equipment shall be permitted to remain upon any portion of The Villages Community Association, including private driveways. Temporary parking for loading, unloading, or cleaning shall not exceed 48 hours, and also shall not exceed three (3) times per month. For example, if you park a commercial or recreational vehicle within The Villages more than three times per month, or it is within The Villages for more than 48 hours, you are in violation of this rule. Please refer to CC&R's, Article 12, Section C for additional information. The term Commercial Vehicle is defined as any motor vehicle or vehicles used or maintained for the transportation of persons for hire, compensation or profit, and designed and used, or maintained for the transportation of property, including, but not limited to, buses, motor trucks, trailers, semi-trailers, trailer coaches or truck tractors as defined in the Vehicle Code, and similar vehicles with a width in excess of ninety inches as measured at the widest portion of the body not including mirrors. The term "Commercial Vehicles" shall also be deemed to include non-motorized vehicles such as trailers, camper trailers, boats/watercraft trailers, farm machinery, construction equipment or any other non-motorized vehicle, regardless of length or width, when it has been detached from a motor vehicle.
3. Vehicles owned, operated, or within the control of any resident shall be parked in the garage of such residence and the garage shall be maintained so as to be capable of accommodating vehicle parking. No more than two (2) vehicles (3 vehicles with a 3-car garage) may be parked in any driveway at any one time, thus keeping the sidewalks free for people walking on said sidewalks. No vehicle may block sidewalk/pedestrian walk way. No vehicles may be parked on landscapes or unpaved areas. Vehicles that are not otherwise prohibited from driveway parking by the Association's CC&Rs or these Rules, and that are regularly used, may park on the driveway. "Regular use" means the vehicle is registered, street legal and used at least twice a week for running errands, traveling to appointments or similar residential uses. Vehicles that are not in regular use may not be parked or kept on the driveway. Non-operable vehicles may not be parked or stored in the community (except in an enclosed garage or other fenced/enclosed area as approved by the Architectural Control Committee). Vehicles parked on the driveway must be maintained in a neat and attractive condition.

## **PET RULES**

Please refer to CC&R's Article 12, Section B for more information on this subject.

## **SIGN RULES**

Please refer to CC&R's Article 12, Section D for more information on this subject;

1. Open house and directional signs should be placed at intersections and removed nightly.
2. "For Sale" signs or "For lease" signs shall be no larger than 24" x 36", rectangular in shape and be of commercial quality.

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

## **FENCING REGULATIONS**

1. Vinyl fencing has also been approved as long as it abides by the same height requirements of no higher than 6 feet as stated in Section E, 2A of the Architectural Material Standards.
2. Section E, 2C also states no double fencing is allowed. This means no bamboo or lattice affixed to an existing fence.

## **PATIO COVERS**

Section E, 5 No plastic tarps are permitted as Patio Covers.

## **ELECTRIC VEHICLE CHARGING STATIONS**

The owner shall first obtain approval from the Architectural Committee to install the electric vehicle charging station if placed on the outside of owner's garage and the association shall approve the installation if the owner agrees in writing to do all of the following:

1. Comply with the association's architectural standards for the installation of the charging station.
2. Engage a licensed contractor to install the charging station.
3. Disclosing to prospective buyers the existence of any charging station of the owner and the related responsibilities of the owner.

## **DROUGHT TOLERANT LANDSCAPES**

Please refer to Pages 90 and 91 of the Architectural Control Guidelines for further information.

### **NUISANCE POLICY**

An owner can contact local county agencies to help with a persisting matter. If it is a barking dog issue, you may contact the County Animal Control Agency at 888-636-7387 (option 1); if the noise is from stereo speakers, parties, etc., you may call the Temecula Police Department at 800-950-2444 (option 5).

If the offending Owner has not been cooperative in resolving the situation and the local agencies have not been effective in this situation, then the following steps may occur:

1. The complaining Owner shall submit written correspondence (Exhibit "A") to the Association Board, indicating the problem, the dates and specific hours that the reported nuisance occurs. At this point, the Board may exercise its discretion and decide, based upon the information presently available, to take no further action because of inability to substantiate the claim or because the Board presently believes that The Villages Community Association involvement is unwarranted.
2. If a claim has been substantiated, the Board may direct Management to send a letter to the offending Owner to request resolution within a time period set by the Board.
3. If compliance is not met within the time period set by the Board, the Board may request the offending Owner to attend a hearing with the Board of Directors.
4. Once a hearing has been held with the offending Owner, and a letter is received by the complaining Owner after the date given by the Board at the hearing for resolution verifying the problem still exists, a date will be set with the offending and complaining Owner for a mediation meeting with the Board.
5. Once a mediation meeting has been held with the complaining and offending Owner(s) and a resolution still cannot be reached, then the complaining Owner is requested to engage in Alternative Dispute Resolution pursuant to California Civil Code section 1354. The cost to mediate this would be split between the Owners.

The Association will not become involved until all of the above efforts have been made to mediate and/or arbitrate the dispute and all claims have been submitted to the local authorities that would have jurisdiction over the particular nuisance.

The Association has the discretion to determine whether or not to file a suit in regard to Owner disputes and will exercise this discretion on a case-by-case basis consistent with the governing documents and applicable California law.

## **ENFORCEMENT PROCEDURE**

### 1. Discovery of Violation

- A. Any violation that is an alleged violation of the governing documents for the Association will be processed according to the procedures outlines herein. Any owner of The Villages may report a non-nuisance violation or infraction, in writing to the Management Company. Anonymous reports will not be considered.
  
- B. In the event one or more owners of the Association files a Violation Report that is confirmed, or an inspection by the Association or it's authorized agent reveals a potential violation, the Board may act as follows:
  - 1. Management will first send a "Friendly Reminder" letter to the owner. If the violation is not corrected, Management will then send a second "Notice of Violation" letter to the owner stating the alleged violation and date by which such violation must be cured.
  
  - 2. Upon expiration of the cure date, if the violation still exists, a third letter will be sent stating the failure to abide by the Association Rules and Regulations, CC&R's or Architectural Guidelines and the owner will be asked to attend a hearing with the Board of Directors or its appointed Hearing Committee. This letter will inform the Owners of the penalties which may be imposed at the hearing.
  
  - 3. Within five (5) days following the hearing, the owner will be notified as to the decision rendered by the Board of Directors or Hearing Committee as a result of the hearing. If the owner is found to be in violation of the Association documents, the Board will either a) seek remedy by use of the legal system; b) apply monetary fines to the owners; c) suspend voting privileges; d) correct (or caused to be corrected) the violation and assess the Owner for costs; e) issue an extension for violation to be cured; or f) any combination of the above.
  
  - 4. If the decision is to pursue a monetary fine system, The Villages Fine Schedule will apply. Refer to Assessment Collection Policy and Standards For Payment Plans effective 2015 (copy attached)

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations and/or Architectural Guidelines of the Association.

**EXHIBIT A  
VIOLATION REPORT**

There must be **two (2)** signatures representing two **separate** dwellings of homeowners in the Association to pursue violations that cannot be viewed from the street (i.e., barking dog, noise nuisance, garage storage, etc.), Please be as specific as possible to enable the Board to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association's Governing Documents.

**REPORT FILED BY:**

Name: _____	Name: _____
Signature: _____	Signature: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____

**VIOLATION INFORMATION:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Alleged violator's information, if known)

Description of alleged violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed, please use reverse side of form)

Date(s) and time(s) alleged violation occurs? \_\_\_\_\_  
How often does said violation occur? \_\_\_\_\_

**THE VILLAGES COMMUNITY ASSOCIATION**

**FEE AND PENALTY PROCEDURES**

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

<b><u>Description</u></b>	<b><u>Amount</u></b>
Regular Assessment	\$ 42.00
Late Charges	\$ 10.00
Collection Costs (regular-per month)	\$ 15.00
Interest	12% per annum
Pre-Legal Letter	\$ 30.00
Attorney Referral Fee	\$ 100.00
NSF Fee (returned check)	\$ 15.00

In addition, if a matter is sent to counsel for legal action or to a collection service for non-judicial foreclosure or other action, the owner will be responsible for the attorneys’ fees and costs incurred by such action. If small-claims legal action is commenced, the owner will be responsible for all costs, including but not limited to, administrative fees, filing fees, process server fees, and court appearance fees.

If an account is delinquent, the owner’s voting rights and/or the privileges of the owner and the owner’s guests, tenants and family members rights to use the common area facilities may be suspended following notice and an opportunity for a hearing pursuant to California Corporations Code 7341 and the Association’s Bylaws. Any such suspension shall continue for as long as the delinquency continues.

**FINE SCHEDULE**

Penalties (fines) for violations of the Association’s governing documents may also be assessed, after notice and a hearing, in accordance with the Rules and Regulations as they may be from time to time amended. The complete Rules and Regulations, or amendments are mailed to the membership pursuant to California Law and the governing documents.

The fine schedule is as follows:

First Offense	\$ 50.00
Second Offense	\$100.00

**Continuing or recurring offenses are assessed additional fines of \$100.00 per month or occurrence, until compliance is achieved.**

## **DISCLAIMER**

THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN A COMMUNITY ASSOCIATION.