



## NOTICE TO ALL ARBOR HILLS RESIDENTS

NOVEMBER 13, 2017

Dear Residents:

We are changing the gate code per the board's instructions on November 20, 2017. The new gate code is #1066 and the prior gate code #8617 will remain in the system as well until December 1, 2017 when it will be retired to allow everyone time to adjust to the new gate code.

Please make a note of the new gate code coming November 20, 2017 #1066!

Thank you for your attention to this matter.

Very truly yours,

BOARD OF DIRECTORS

ARBOR HILLS HOMEOWNERS ASSOCIATION





## NOTICE TO ALL RESIDENTS OF ARBOR HILLS HOMEOWNERS ASSOCIATION

November 13, 2017

Dear Residents:

At their meeting of October 24, 2017, the Board did approve and adopt new association rules and regulations. They will become effective on December 13, 2017 and will remain effective unless and until such time as they may be amended in the future.

Enclosed herewith is a copy of the newly adopted rules for your information. Please take a moment to review and become familiar with them.

Please store these new rules with the other permanent records for your home.

Very truly yours,

BOARD OF DIRECTORS

ARBOR HILLS HOMEOWNERS ASSOCIATION



ARBOR HILLS  
HOMEOWNERS ASSOCIATION

RULE AND REGULATION

OCTOBER 2017

## **PREFACE**

Arbor Hills, subsequently referred to as the Association, was formed to manage and maintain the facilities and common area; to perform the functions as set forth in the Declaration of Covenants, Conditions and Restrictions (CC&Rs), and in the Bylaws, and to protect and preserve each individual homeowner's property value and each resident's right to quiet enjoyment.

The Association is headed by a five member Board of Directors that is elected by the Homeowners. Officers of the Association are elected by the Directors. The Board has the authority to control the operation of the Association, to establish Rules and Regulations (R&Rs) as required and to ensure that the R&Rs are enforced.

## **GENERAL**

The basic guidelines for members of the Association are contained in the CC&R's and in the Bylaws of the Association. When the owner assumed title to his/her property, the occupants of the unit became subject to the provisions of the CC&Rs and Bylaws. In case of a conflict between these two documents, the CC&Rs shall prevail.

It is the intention of the Board of Directors to adopt as few R&R's as possible, since it is believed that the majority of the adult residents are mature people and will, therefore, be considerate of the neighbors. As a resident, your responsibilities to the Association and to the community extend to informing your guests of the R&Rs and ensuring their compliance with these R&Rs.

The R&Rs in this document have been adopted pursuant to the authority granted to the Board of Directors of the Association by the CC&Rs and by the By-laws. The Board of Directors has determined that these R&Rs are in the best interest of the members. These R&Rs should not be construed as superseding or in any way as amending the CC&Rs or the Bylaws.

Occupants of the units in this Association, whether they are homeowners or lessees, shall hereinafter be referred to as residents. However, the unit owner will bear ultimate responsibility for compliance with the CC&Rs, the Bylaws and these R&Rs, and the unit owner will be responsible for any damage to the common property caused by the owner (and family), his or her guests, and the owner's lessee and lessee's guests. (NOTE: The common property includes the common area and all Association property)

The residential portion of a unit shall be used as a residence for a single family and no other purpose. An owner may rent his or her unit to a single family provided that the unit is rented pursuant to a lease or rental agreement that is (a) in writing; and (b) subject to all of the provisions of the R&Rs.

It is the responsibility of each owner to provide insurance on his or her personal property, and upon all portions of his or her unit and all of the improvements therein.

### **ARCHITECTURAL CHANGES**

1. Requests for any modifications which affect the exterior of the unit (including the patio) must be submitted in writing to the Architectural Review Committee (ARC)
2. See the guidelines/standards on page 4 of this document for details.

### **ASSESSMENT PAYMENTS**

1. Monthly assessment payments are due and payable on the first of the month. The monthly notice and the remittance envelope sent by the Association management company are provided as a service. The assessment payment must be made even if the notice and remittance envelope are not received.
2. Regular monthly assessments and special assessments are delinquent if not paid by the 15th day of the month.
3. When an assessment payment is delinquent, the homeowner will be advised: a) of the delinquency; and b) that a lien will be recorded against the unit if the delinquent assessment is not paid by the 30th of the month.
4. If the delinquent assessment has not been paid within thirty (30) days from the date on which the lien was recorded, foreclosure proceedings will be intimated against the unit. (NOTE: Our Association delinquency policy provides details about our Association's policies and practices in enforcing remedies for default in payment of its assessments.)

### **COMMON PROPERTY CONTROL**

1. No plants or flowers which are the property of the Association may be removed from the common property.
2. No sign of any kind may be displayed to the public view except for a sign (measuring not more than 18" x 24") placed next to the unit, advertising the unit for sale. However, on an open house day, a second sign may be placed near the unit if it is necessary to further identify the unit due to its location. All signs must be removed when the unit is rented or escrow has closed. "SOLD" real estate signs may not be displayed at any time.

3. Only Association property may be stored in the common property.
4. With the exception of satellite dishes (36" or less in diameter), no exterior antennas may be erected or maintained on the Association property. (NOTE: The Federal Communications Commission has authorized the installation of satellite dishes; however where technically feasible, satellite dishes should be installed in a location which will minimize their visibility from the common area street.)

### **FINES**

1. A fine will be imposed when the Board of Directors determines that such action is reasonably necessary to enforce any provisions of the CC&Rs, the By-Laws and these R&Rs.

2. Upon any failure of an owner to comply with any requirement or restriction set forth in any of the documents listed above, the Board may, at its discretion implement and shall specify the nature of such non-compliance.

- a. The Board will notify the applicable owner, in writing, of such lack of compliance and shall specify the nature of such non-compliance.

- a. If the owner fails to remedy such lack of compliance within the time period specified in the notice (or, as an alternative, fails to deliver a written notice to the Board within the time period specified in the notice from the Board requesting a hearing before the Board with regard to the matter of non-compliance set forth in the Board's notice), the Board may impose a fine.

- a. If the owner requests a hearing before the Board within the specified time period, the Board will schedule a hearing, and will provide the owner with at least seven days written notice as to the date, time and place of the hearing.

- b. At the hearing, the owner will have an opportunity to discuss with the Board the merits of the claims set forth in the Board's original notice of non-compliance.

- c. The Board will determine what action needs to be taken by the owner. The decision of the majority of the Board members present at the hearing will be binding for both the Association and the owner.

- d. If the Board determines that the owner has not complied with the provisions of the documents listed in paragraph 1, above, the Board will specify a



reasonable time within which the owner shall comply. If the owner fails to comply with the specified time period, the Board may then impose a fine.

e. If the board decided a fine is warranted, a fine of \$150.00 will be levied for the first non-compliance. If the non-compliance is repeated, the second fine will be \$250.00

f. If the fine is not paid, the Association may enforce the obligation of the owner to pay the fine provided for herein by using the appropriate remedy including, but not limited to, judicial relief.

3. Repeated non-compliance with the provisions of the documents listed in paragraph 1, above, may, at the discretion of the Board, result in the Association seeking injunction relief.

4. All expenses incurred by the Association due to such non-compliance will be charged to and assessed against the applicable owner.

## **GUIDELINES/STANDARDS FOR EXTERIOR ALTERATIONS.**

### **A. GENERAL**

1. The Architectural Review Committee (ARC) is the Association organization designed to review, for approval or disapproval, all exterior changes.

2. No modification, construction, alteration, removal, relocation, painting, demolition, addition, installation, decoration, redecoration or reconstruction of an improvement (including significant landscaping) in the property shall be started or maintained until such time as the plans and specifications showing the nature, kind, shape, height, width, color, materials and locations, as applicable, of the modification(s) have been submitted to the committee and approved in writing by the committee. (NOTE: Any surface may be repainted without committee approval so long as the surface is repainted in the identical color that it was last painted.)

3. The committee will approve plans and specifications submitted for its approval only if it believes that the modifications proposed in the locations indicated will not be detrimental to the appearance of the surrounding area or the property as a whole, that the appearance of the structure affected will be in harmony with the wholesomeness and attractiveness of the common property, or the enjoyment thereof by the residents, and that the upkeep and maintenance thereof will not become a burden on the Association.

## **B. GUIDELINES/STANDARDS**

1. All requests for external modifications sent to the Architectural Review Committee (ARC) for approval will be submitted on a form provided by the committee. The form can be obtained by writing to the committee at: Architectural Review Committee, Arbor Hills Homeowners Association, P.O. Box 5286, Ventura, CA 93003.
2. Any planned external modification should not interfere with or alter the established drainage pattern over the property, unless an adequate alternative provision is made for proper drainage with the prior written approval of the ARC.
3. To determine whether a permit or other government approval is required for a planned exterior modification, contact Building and Safety. (NOTE: Ventura County Building and Safety handles building and safety matters for both the County and the City of Thousand Oaks.)
4. The exterior modification request form, completed all of the required information, should be sent to the ARC at the address in Item 1 above. No processing fee is required.
5. Written notification of the approval or denial of a request for an external modification will be sent to the Homeowner within forty-five (45) days from the date of receipt of the request by the ARC. Any request will be considered to have been approved unless written disapproval (or a request for additional information or materials) is sent to the homeowner within forty-five (45) days from the date of receipt of the request by the ARC.
6. The ARC or its representatives may inspect any modification for which approval has been granted. The right to inspect includes the right to require the homeowner to take such action as may be necessary to remedy any non-compliance with the conditions of approval for the modifications.

## **LANDSCAPING**

1. The Association is responsible for maintaining the landscaping (i.e., to adorn and improve the grounds by planting flowers, shrubs, grass and/or trees) on the common property. The unit owner is responsible for maintaining the landscaping on the land which is part of his or her unit, but external to the dwelling. (NOTE: the common property includes the common area and all Association property.)
2. Maintaining the landscaping means keeping the grass, flowers, shrubs and trees in such a condition that they contribute to the beauty, wholesomeness and attractiveness of the project.

3. The Association employs a contractor to maintain the landscaping on the common property. This contractor ensures that the landscaping on this property is always maintained in a clean, sanitary and attractive condition. The unit owner is required to maintain the landscaping of his or her residence in the same condition.

4. Periodically, Board representatives will check on the condition of the landscaping throughout the project. When these representatives find landscaping for which the unit owner is responsible that does not meet the conditions cited previously, the following action will be taken:

a. the unit owner will be advised in writing: (1) of the problem, (2) of the appropriate steps that are required to correct the problem, and (3) of the time period in which corrective action should be taken.

b. If the corrective action is not taken by the unit owner to correct the problem the time period specified, the Association will arrange to have the landscaping involved brought up to acceptable standards.

c. All costs of this corrective action by the Association will be levied as a special assessment against the applicable unit owner.

### **MAINTENANCE**

1. The Association is responsible for the maintenance of the common property (NOTE: The common property includes the common area and all Association property) This maintenance includes painting, maintaining, repairing and replacing as required to keep the common property in a clean, sanitary and attractive condition. This maintenance also includes without limitation, the right, without obligation, to perform all corrective janitorial, landscaping and repair work within any residence if the unit owner fails to maintain it (NOTE: Residence means the residential dwelling portion of a unit together with any garage, yards or other portions of a unit.)

2. The unit owner is responsible for maintaining, repairing, replacing, painting, papering, plastering, finishing and restoring at his or her sole expense, all portions of the unit. This maintenance responsibility includes without limitation, the dwelling unit, the garage, the yards, all other improvements and any private drainage facilities.

## **NOISE AND NUISANCE CONTROL**

1. No noxious or offensive activities shall be carried out within any unit, nor shall anything be done that may be, or may become, an annoyance or nuisance to the neighborhood, or shall in any way interfere with the quiet enjoyment of each of the residents, or that shall in any way increase the Association's insurance premiums, or result in the insurance being cancelled.
2. Garage doors are to be kept closed unless someone is either inside of or in the vicinity of the garage.
3. Prior approval from the Board of Directors must be obtained before any garage, estate or moving sale may be held anywhere in the Association.
4. All unattended bicycles and similar items (e.g., motor scooters, tricycles and skateboard) must be kept in the unit or garage.
5. Portable basketball stands are not allowed on the common area streets or sidewalks. Portable basketball hoop stands are allowed in the resident's driveways. They are to be kept and maintained in a clean and attractive condition, and not an eyesore to the community. Portable basketball hoop stands are to be stored out of view of the common area after 48 hours of non-use. An installation of a permanent basketball hoop stand may be approved, but prior to any installation, must first be requested and approved through the Architectural Review and Committee Approval process (process as defined within the Rules and Regulations). Permanent basketball hoop stands will not be approved if they can be easily seen from the common area.
6. Unsightly patios/fences/yards are not permitted (e.g., clothing or towels visibly hanging on the walls, dead plants, stored items, etc.)
7. Residents may not use their units or garages for any overt business or commercial purposes.
8. Children riding bicycles, skateboards, rollerblades, or involved in any other activities on the property that may be unsafe or dangerous should be supervised by an adult.
9. Each unit owner shall be accountable to the Association and to other owners for the conduct and behavior of children and other family members or persons residing in or visiting his or her unit.
10. All window coverings visible from outside of a unit must be maintained in good condition, unacceptable window coverings include but are not limited to: foil, cardboard, sheets or blankets.

## **PARKING AND VEHICULAR RESTRICTIONS**

1. The following are authorized vehicles that may be parked on any portion of the property intended for parking of motorized vehicles: automobiles, passenger vans designed to accommodate ten or fewer people, motorcycles and pickup trucks having payload capacity of one ton or less.
2. The following are prohibited vehicles: recreational vehicles (e.g., motor homes, travel trailers, camper vans and boats), commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, step vans and concrete trucks), buses, vans designated to accommodate more than ten people, vehicles having more than two axles, trailers, inoperative vehicles, unless parts of vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited vehicles may not be parked, kept or stored on the property at any time
3. Other than prohibited vehicles, all vehicles owned or operated by, or within the control of a resident and kept within the property shall be parked in the unit's garage to the extent of the space available. No repair, maintenance or restoration of any vehicle may be conducted on the property, except in the garage when the garage door is closed, provided that such activity is not undertaken as a business. Such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.
4. Residents' vehicles may be parked only in a unit's garage or driveway.
5. Any vehicle parked in other than authorized above is illegally parked. Any and all illegally parked vehicles are subject to towing at the vehicle owner's expense and/or ticketing by a law enforcement officer. The vehicle owner may also be subject to fines.
6. The maximum speed on the property is limited to 20 miles per hour. **PLEASE WATCH FOR PEDESTRIANS IN THE STREET!**

## **PETS**

1. Only the usual domestic animals such as dogs, cats, fish, and birds (which are to be kept inside bird cages) may be kept as pets in a residence, provided that they are not kept, bred, or raised for commercial purposes, or in unreasonable quantities or sizes.
2. Animals belonging to residents and guest must be either kept in an enclosure or on a leash that is held by a person that is capable of controlling the animal(s).

3. Residents shall be liable to other residents for any unreasonable noise or damage to person or property caused by any animals brought or kept on the property by the resident or the resident's guests.

4. It shall be the duty and responsibility of each resident and guest to clean up after his or her animals that have defecated on any portion of the property. Do not allow your pets to defecate or urinate on the common area or on other residents property. Use your own yard.

### **RENTAL PROPERTY**

1. owners must provide their lessees with a copy of the Association's CC&Rs and a copy of the Rules and Regulations (R&Rs) prior to their moving into the unit. Copies of these documents can be obtained from the management company for a nominal charge.

2. Any lease or rental agreement should include the following or equivalent information: "The terms of this agreement are subject in all aspects to the provisions of the Declarations, Covenants, Conditions and Restrictions (CC&Rs) and the Rules and Regulations (R&Rs) of Arbor Hills. Any failure by the lessee to comply with the terms of these documents may result in default under the lease." The following should also be included: "The undersigned, as lessee, acknowledges that he or she is familiar with said CC&Rs and R&Rs and agreements to abide by them."

### **TRASH, DEBRIS, RUBBISH**

1. No trash, debris or rubbish of any kind may be accumulated or stored outside of your residence or anywhere else on the common property.

2. Do not store your rubbish and/or recyclable containers where they can be seen by others. Keep them in your garage or in a storage area which is concealed from view of the common area street and of adjoining homes.

3. Trash containers must not be put out earlier than the evening prior to pick up, and must be returned to their storage area on the evening of pick up. Containers should not block driveways or sidewalks.

## **TRACT 4494 HOMEOWNERS ASSOCIATION SCHEDULE OF MONETARY PENALTIES**

In order to enforce the CC&R's, Bylaws, Rules and Regulations, the Board of Directors may; levy, assess and collect reasonable penalties as established by the Board of Directors to cover such costs as time and labor, legal expenses, postage, etc., for violation of Use Restrictions, the Declaration or published Rules and Regulations.

- |   |                              |
|---|------------------------------|
| <b>1. Initial Violation Notice:</b>     | <b>Formal Warning Notice</b> |
| <b>2. Second Notice:</b>                | <b>\$150.00 fine</b>         |
| <b>3. Third Notice:</b>                 | <b>\$250.00 fine</b>         |
| <b>4. Fourth and Subsequent Notice:</b> | <b>\$250.00 fine</b>         |

**APPROVED BY THE BOARD OF DIRECTORS OF ARBOR HILLS  
HOMEOWNERS ASSOCIATION**

**Effective Date: July 1, 2008**

