

Riverview Ventura Homeowners Association

Rules and Regulations

November 2004
Adopted by
Riverview Ventura HOA Board of Directors

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Commonly Used Phone Numbers

For Emergencies 911 For Non emergencies: Police 339-4400 Fire 339-4300

Post Office 642-0151 East Ventura Station 41 South Wake Forest Ave Ventura, CA 93003

Ventura County Medical Center 652-6000 3291 Loma Vista Road Ventura, CA 93003

Community Memorial Hospital 652-5011 147 N. Brent Ventura, CA 93003

Edison Electric Company (800) 684-8123

The Gas Company (800) 427-2200

Water District 654-7858

Introduction

The purpose of these Rules and Regulations is to achieve a pleasant atmosphere of cooperative living where the interest of the group must be taken into account as well as the interest of the individual. When you purchased your condominium at Riverview Ventura, you did not simply acquire a 'home'; rather, simultaneously you submitted to certain restrictions regarding the use of your Unit and acquired various rights concerning the use and maintenance of the "Common Area."

Those of us who reside at Riverview Ventura have chosen to give up some of the freedoms one enjoys with single-family ownership in exchange for the convenience of community living and enjoyment of the Common Area amenities. We must, therefore, have mutual respect for the needs and reasonable preferences of our neighbors.

The basis for these Rules and Regulations is set forth in the governing instrument of the Project known as the Declaration of Covenants, Conditions and Restrictions (CC&R). Article VI, Section 5, states that the Boards of Directors of the Riverview Ventura Homeowners Association, shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable."

These Rules and Regulations, authorized by CC&R, are provided as guidance for the conduct of each Owner in areas of common interest, and to preserve the value of your condominium investment. The Riverview Board of Directors requests the cooperation of all Owners and residents of Riverview to live within these Rules and Regulations.

Section 1, Definitions

Unless the context clearly indicates otherwise, the following terms used in these Rules and Regulations are defined as follows:

- 1.1 "Articles" shall mean the Articles of Incorporation of the Association filed on February 22, 1979 with the State of California.
- 1.2 "Association" shall mean Riverview Ventura Homeowners Association, a nonprofit corporation incorporated under the laws of the State of California.
- 1.3 "Board" shall mean the Board of Directors of the Association.
- 1.4 "By-Laws" shall mean the By-Laws of the Riverview Homeowners Association, a nonprofit corporation incorporated under the laws of the State of California.
- 1.5 "Common Area" of this property, as defined in the Riverview Condominium Plan, is the land and real property, including all improvements constructed thereon. This includes, but is not limited to, the bearing walls, columns, vertical supports, roofs, foundations, beams, pipes, ducts, flues, conduits, wires, and other utility installations, whereever located, except the outlets when located within a unit.
- 1.6 "Declaration" shall mean the Declaration of Covenants.

 Conditions and Restrictions of the Association, dated May 31, 1979.
- 1.7 "Project" shall mean all portions of the Riverview Ventura Condominium development, including the Common Area and Units.

"Unit" is that part of the condominium building not part of the Common Area. This includes, but is not limited to, all water, gas, and electrical outlets, all appliances, wall and window decorations, floor coverings, and cabinetry. Refer to the Condominium Plan for a complete description

Section 2, General Provisions

- 2.1 Compliance by all residents, Owners, guests, tenants, agents or children to these Rules and Regulations will provide everyone with the quality of life that attracted you to this community. However, should any provision in the Rules and Regulations be in conflict with any provisions set forth in the Declaration, By-Laws or Articles shall prevail.
- 2.2 All Owners will be primarily responsible for the observance of these Rules and Regulations by themselves, members of their families, as well as their tenants and guests. In the event of a sale or lease of a Unit, the Owner shall supply to the new Owner a copy of the Association Articles, By-Laws, Declaration and a current copy of these Rules and Regulations, prior to the consummation of the sale or lease transaction.
- 2.3 These Rules and Regulations, and any amendments thereof that may be from time to time adopted by the Board, shall become effective upon delivery thereof to each Owner in the manner provided for in the Declaration for delivery of notices.
- 2.4 All Owners shall be responsible for the submitting and keeping current a Resident Information Form on each of their Units. This form shall be submitted to the Riverview Homeowner Association's Management Company. Refer to Attachment 'A' for a sample Resident Information Form.

2.5 All owners shall be responsible for representation of their unit at the Annual Membership Meeting or any Special Meeting of the General Membership. This is a corporate responsibility as a member of the association. It is extremely important that each owner meet his/her responsibility to attend or submit a proxy by the stated deadline, since not reaching a quorum will create additional expense and costly delays of needed work.

2.6. Insurance deductibles: Master Policy

Any unit member filing a claim through the master insurance policy for damages sustained that are solely the unit owner's responsibility for repair and maintenance, shall be responsible for any deductible on coverage issued from the master policy. This applies only to claims not related to common area under the care of the association.

Section 3, Architectural Control

- 3.1 The responsibility for architectural integrity of the Project shall be vested in the Board and any committee duly appointed by the board to oversee this area.
- 3.2 No exterior alterations and/or additions to the Project, including painting of any structure, shall be permitted without the prior written consent of the Board.
- Persons desiring to make exterior alterations and/or additions shall submit an application form along with written plans and specifications to the Board for approval. The Owner or the Owner's authorized agent shall sign all such plans and specifications. Notification of receipt of the plans shall be made to the submitting party. Refer to Attachment "B" for a sample Improvement Application.

- 3.4 The Board may designate a reasonable processing fee to be charged for the review of plans and specifications in an amount not to exceed One Hundred Dollars (\$100).
- 3.5 All actions of any committee appointed by the board shall be taken upon a vote of a majority of the members thereof. Any committee decisions shall be placed before the Board for final approval.
- In the event the Board fails to either approve or disapprove plans and specifications within (60) sixty days after they have been submitted and received by the Board, the plans and specifications shall be presumed to have been approved.
- 3.7 No exterior alterations and/or additions of any type shall be permitted under any circumstances unless, prior to their installation and/or construction, the Owner has obtained, as necessary, the applicable permits from the City of San Buenaventura.
- 3.8 No temporary fence, building or other structure of a temporary nature shall be placed upon or in the Project unless prior written approval is first obtained from the Board.
- 3.9 Any member or agent of the Board may from time to time during reasonable hours and upon reasonable notice inspect the exterior of any property within the Project.
- 3.10 Any front porch lights and fixtures are considered to be part of an exclusive use common area, as is the patio of each unit. As such, the unit owner shall be responsible for the maintenance and replacement of said fixtures and lights with association approved design.

Section 4, Satellite Dish and Antenna Installation Guidelines

- 4.1 Homeowners shall notify the Board of their intent to install, or notify the Board once they have installed, a satellite dish or antenna. As part of the notification, the dimensions of the satellite dish or antenna and the location of the installation shall be provided.
- 4.2 Maximum dish size permitted is one meter in diameter.
- When a satellite dish or antenna is to be installed on a pole more than twelve (12) feet tall, or where it extends beyond the roof line, prior approval by the Board is required, since these types of installation may present a safety issue for the Association or other homeowners.
- The satellite dish may be installed only on an owner's separate interest. An owner's separate interest includes an owner's patio, anywhere within an owner's unit, including the attic, and on exclusive use common areas, such as the interior surface walls of a patio fence or the building eaves. No satellite dish or antenna shall be installed on any roof.
- 4.5 The installation of the satellite dish or antenna shall be completed in a good workmanlike manner to prevent the satellite dish or antenna from falling. Cables and wires may not be left "dangling" and should be run within an owner's separate interest. If cables or wires cannot reasonably be run within an owner's separate interest, they may be installed over the common area provided they are run horizontally or vertically with the building lines. No holes may be drilled through common area walls, unless permission has been obtained, in advance, from the Board.

4.6 The homeowner shall make an effort in a manner which will, as much as possible, camouflage the installation using shrubs, landscape or screening with paint or other means.

Section 5, Common Area Appearance

- 5.1 No external items that are visible from the exterior of a Unit shall be permitted unless prior written approval is first obtained from the Board. This prohibition includes, but is not limited to, television and radio antennae, flag poles, clotheslines, outdoor carpeting, air conditioning equipment, water softening equipment, screen doors, awnings, walls, or fences
- 5.2 No articles shall be hung from doors or windows protruding to the outside or visible to any Common Area, except for window coverings.
- 5.3 Flowerpots or other objects shall not be set on window ledges at any time.
- 5.4 No more than two flowerpots will be permitted on the porch of each Unit. All other articles are prohibited.
- 5.5 No sign or nameplate shall be displayed to public view without prior written approval of the Board. Notwithstanding the foregoing, each Owner shall be allowed to display, without prior approval, one (1) "For Sale" sign whose dimensions shall not exceed eighteen inches (18") by twenty-four (24") of customary design which may be displayed within the Unit or immediately adjacent thereto.

- Only curtains, drapes, shutter, or shades may be installed as window covers. No paint, foil, sheets, stickers adhesives or similar items shall be placed on windows, excepting one security sign in the front living room window. All window covers shall be white, off white or light, natural wood colors.
- 5.7 External laundering and drying of clothes are prohibited.
- Holiday decorations visible from the Common Area, such as Holiday lights may be placed on the first story of the units two weeks in advance to any holiday and removed within two (2) weeks after the holiday passes.

Section 6, Landscaping Control

- 6.1 Responsibility for Landscaping integrity of the Project may be vested in a Landscaping Committee, which shall be appointed by the Board of Directors, and who will answer to the Board as the ultimate authority for the same.
- 6.2 Landscaping of each Unit's patio shall be the responsibility of each Owner provided that all such landscaping shall conform to standards adopted by the Association. However, no changes of any patio grade that would affect drainage shall be permitted without the written consent from the Landscaping Committee or the Board.
- 6.3 No landscaping alterations and/or additions to the Project, including planting of any items on a Unit's premises that are visible from the Common Area, shall be permitted without the prior written consent of the Landscaping Committee.

- 6.4 Persons desiring to make landscaping alterations and/or additions shall submit written request to the Landscaping Committee for approval. The Owner or the Owner's authorized agent shall sign all requests. Notification of receipt of the request shall be made to the submitting party.
- 6.5 In the event the Board or the Landscaping Committee fails to either approve or disapprove requests within (60) sixty days after they have been submitted and received by the same, the request shall be considered approved.

Section 7, Electronic Equipment

7.1 No electronic transmitting equipment that interferes with another resident's electronic equipment shall be allowed.

Section 8, Common Area Conduct

- 8.1 Each owner shall be responsible to the Association for any damage to the Common Area that may be sustained by reason of negligence or willful misconduct of that Owner, his family, tenants, guests, or agents.
- 8.2 Obnoxious or offensive activities—shall not be permitted upon the Common Area, nor shall anything be done upon the Common Area that would become a nuisance or an annoyance to residents within the Project.
- 8.3 No major work or repairs on automobiles, motorcycles or other motor vehicles shall be permitted in the Common Area.
- 8.4 Bicycles and skateboards must not be parked in any roadway or curbside, or block a sidewalk. No bicycling, skateboarding, Scooters or roller-skating on sidewalks within the common area shall be permitted. The only exception shall be the person delivering newspapers.

- 8.5 No private party or gathering shall utilize the Common Area facilities or grounds, without the prior approval of the Board. Rules and regulations addition: under section 8, "gatherings on common grounds"
 - All gatherings are subject to the approval of the board and must be submitted to management 3 weeks prior to the event.
 - An application must be obtained from the management company and include the following:
 - · Location of gathering
 - Number of invitees
 - Member holding the event should issue the association a certificate of liability coverage, with the association added as additional insured for the event
 - · Time, date and duration of the event
 - · Any equipment that will be used
 - Acknowledging that any damages from the party will be repaired by the association and billed to the responsible unit owner
- 8.6 No explosive or flammable fluids shall be brought into or upon the Common Area.
- 8.7 Streets and alleys of the Common Area are not to be used for sporting events or play areas at any time.

Section 9, Noise

9.1 Volume on television, radio, stereo or other audio equipment must be kept at a level that will not disturb other residents whether the audio equipment is on the interior of the Unit or in the Common Area. Special courtesy for other residents is requested and expected before 8:00 A.M. and after 10:00 P.M. Regardless of the hour, if requested to reduce volume by a concerned resident, please immediately cooperate.

9.2 No loud and abusive noise or language will be permitted within the Project provided that the Board shall be the final arbiter with respect to all complaints concerning the noise of residents within the Project.

Section 10, Parking

- 10.1 All motor vehicles including motorcycles and recreational vehicles (trailers, campers, boats, or similar items) and all bicycles shall be parked in garages or in parking spaces, except for temporary loading and unloading purposes. Parking in fire lanes or in front of mailboxes is specifically prohibited. All vehicles must fit within the white lines, not extending into adjacent parking spaces or into the driveway.
- Storage of anything other than vehicles in parking areas or in common areas is prohibited. Storage of any vehicles in parking stalls any vehicle not moved for 72 hours) is prohibited, except as directed in 10.5. No inoperable vehicle shall be parked in the common area at any time.
- 10.3 There are 120 units and 123 unassigned parking stalls, which may not correspond directly to the units. There are, however, six (6) designated parking stalls (see 10.5) Parking spaces are not for the exclusive use of any one unit, no matter how close to that unit they may be. If you park more than one vehicle in the parking areas, be considerate of others. In the case of any complaints received, you will be requested to limit your use of the parking spaces to only one vehicle.
- The parking spaces are for the convenience of residents and their guests. No other vehicles are permitted to park in these areas. Any unauthorized vehicle is subject to towing as posted at the complex entryways. Resident parking takes priority over guest parking. If you have a gathering insure that your guests do not occupy all of the spaces around your home.

- 10.5 Extended parking over 72 hours will be permitted only upon written request and approval by the board. Requests for extended parking shall be submitted in writing to the board using the sample in appendix "C". A maximum of six (6) recreational vehicles will be permitted extended parking on a first-come, first-served basis. A waiting list is maintained. These vehicles will be assigned specific parking spaces reserved for them. They may not be close to the unit making the request. The RV must be parked only in the space reserve for that vehicle. Those having extended parking must re-apply in writing each year in January for renewal, showing proof of current vehicle registration.
- 10.6 All residents are encouraged to handle any parking problems by first trying to work out a solution between neighbors. If this fails, a written request to the management company, is to be submitted to the parking committee for help in working out a solution. Further complaints are to be submitted to the management company for the board to intervene. If the parking privileges are abused, the association board has the option of temporarily rescinding use privileges of the parking areas, the pools or tennis courts to the offending resident. (See 19.6)
- 10.7 Vehicles that are improperly parked, or otherwise do not comply with these Rules and Regulations, are subject to being towed at unit owner's expense.
- 10.8 All residents must provide the association with up-to-date license plate numbers for their vehicles. New residents have thirty (30) days to provide this information. This information may be invaluable in handling problems such as emergencies with as little disturbance to the owners as possible.

Section 11, Garages

- 11.1 No garage may be converted into a living area at any time.
- 11.2 Garages may be used for the storing of household goods of Owners or residents, and for other purposes the Board permits by approval.
- 11.3 Garage doors shall not remain open except for temporary purposes when someone is working in the garage and in attendance.

Section 12, Nonresidential Use

12.1 No portion of the Project, including Units, shall be used for any nonresidential purposes unless prior written approval is obtained from the Board.

Section 13, Pets

- 13.1 No animals of any kind shall be kept within the Project except dogs, cats or other household pets.
- 13.2 All household pets must be kept on a leash or other restraint no longer than six feet (6') in length when on any portion of the Project except within a Unit. The Owner or resident walking with his/her pet must be holding the leash at all times.
- 13.3 No household pet of any kind shall be kept within the Project if the Board determines that such pet unreasonably annoys or disturbs other Owners or residents of the Project.
- Residents **must promptly clean up** any waste left by their pets.

Section 14, Trash

- 4.1 All trash and garbage containers must be obscured from view; provided, however, that they may be set out for reasonable periods of time not in excess of twelve (12) hours before and after scheduled trash pickup times.
- 14.2 All weeds, trash, garbage and other wastes shall be kept in sanitary containers at all times and shall not be allowed to accumulate.
- Our gardener collects green waste every Thursday morning. Pile all green waste by the Unit's garage door on Wednesday morning. Please do not place green waste in plastic bags or other containers, and ensure that no other trash or recyclable items are mixed in with the green waste.

Section 15, Renting or Leasing of Units

- 15.1 All leases for the renting of Units within the Project shall be in writing and shall contain a provision that the lessee is subject to the Association's Declaration, Articles, By-Laws and these Rules and Regulations. The lease shall also provide that any failure by the lessee to obey these Rules and Regulations, Declaration, Articles and By-Laws of the Association shall be deemed default under the lease.
- Any Owner who shall lease his Unit shall notify the Board of the lease and provide the Board with a written copy thereof. In addition, the Owner shall fill out a Resident Information form (see Appendix 'A') for the lessee and return it to the Association within ten (10) days of the date set for first occupancy by the lessee of the Unit.

- No Unit within the Project shall be rented or leased for a period of less than (30) thirty days.
- 15.4 The Owner of a Unit shall be ultimately responsible for insuring that his or her lessee complies with the Association's Declaration, By-Laws, Articles and these Rules and Regulations.
- 15.5 In the event a lessee shall violate any of the foregoing documents, the Owner shall promptly take sufficient measures to insure compliance.

Failure by the Owner to take such action, including the service of a (30) thirty day notice of termination of tenancy, after written demand from the Board to do so, will entitle the Association Board of Directors to take whatever action the law permits to insure compliance.

The Owner shall repay any expenses incurred by the Association in taking such action. Refusal by any Owner to repay such expenses to the Board may subject him to a special assessment and/or other remedies for collection of such expense.

Section 16, Pool Area Rules

- 16.1 One (1) pool card key shall be issued to the Owner of each Unit.

 A fee of Seventy-five Dollars (\$75) will be charged for replacement of a lost card key. Keys must not be lent to guests. Cards shall be shown as evidence of permission to use the pool, to any security hired by the association, to any Board member or to the chairperson of the pool committee upon request by such authority.
- 16.2 No lifeguard will be on duty and therefore, all using the pool and spa do so at their own risk.
- 16.3 Pool hours shall be as follows: 7:00 A.M. to 10:00 P.M.

- 16.4 This association prohibits trespassing within the pool area between the hours of 10:00 P.M. and 7:00 A.M.
- 16.5 Gates to the pool area must be locked at all times.
- 16.6 Children of diaper age must wear protective pants.
- 16.7 Children thirteen (13) years of age and under must be accompanied at all times by an adult resident of 21 years of age or older.
- 16.8 Only four guest permitted per unit at one time. All guests must be accompanied at all times by an adult resident of 21 years of age or older.
- 16.9 No wheeled vehicles of any kind shall be permitted in the pool and spa areas.
- 16.10 **NO GLASS PERMITTED!** Beverages must be in unbreakable containers. No eating shall be allowed while in the pool. The pool area must be kept clean and free of trash.
- 16.11 No person with any communicable disease shall be allowed at any time in the pool area or spa.
- 16.12 No electrical appliances are allowed in the pool area.
- 16.13 Only authorized personnel shall be allowed in the equipment room.
- 16.14 Safety equipment is for emergency use only.
- 16.15 No toys or floatation devices shall be allowed in the pool area other than personal flotation devices necessary for children or adults who are unable to swim.
- 16.16 No loud noises, roughhousing, running or obnoxious behavior shall be allowed in the pool area at any time.
- 16.17 No animals or pets are allowed in the pool area.

- 16.18 Children thirteen (13) years of age and under shall not be permitted in the spa unless accompanied by an adult resident 21 years of age or older.
- 16.19 Children four (4) years of age and under shall not be allowed in the spa.
- 16.20 No cutoff pants or clothing other than normal swimming attire shall be allowed in the pool or spa.
- 16.21 <u>Caution!</u> Remaining in the spa for a prolonged period of time may be hazardous to your health.

Section 17, Tennis Court Rules

- One (1) tennis key shall be issued to the Owner of each Unit. A fee of Fifty Dollars (\$50) will be charged for replacement of a lost key. Keys must not be lent to guests.
- Use of the tennis courts shall be between 8:00 A.M. and sunset of each day.
- 17.3 Tennis shoes and appropriate attire must be worn at all times.
- 17.4 Playing time will be limited to one (1) hour if others are waiting to play. Play is considered to start on the hour and end on the hour.
- 17.5 No bicycling, roller-skating, scooters or skateboarding shall be permitted on the tennis courts.
- 17.6 Persons not playing or waiting to play must wait outside the tennis court.
- 17.7 A resident must accompany all guests.
- 17.8 Beverages must be in unbreakable containers and, if spilled, cleaned up promptly.

- 17.9 Climbing on nets and fences is prohibited.
- 17.10 Gate to the tennis court must be locked at all times.
- 17.11 No animals or pets shall be allowed in the tennis court area.

Section 18, Association Fees and Assessments

- 18.1 Each Owner shall be responsible to promptly pay to the Association such regular, special, capital improvement and reconstruction assessments as provided in the Declaration.
- 18.2 Association regular assessments are due on the first (1st) of each month. If not paid within thirty (30) days, a late charge shall be levied and the delinquent assessment shall bear interest at the rate of ten percent (12%) per annum from the date when due. (Please refer to association lien and collection policy published annually with the budget.)
- 18.3 Our assessment collection policy is as follows:
 - i) Any account that is sixty (60) days in arrears will be turned over to an attorney for collection. Delinquent assessments, late penalties and interest, as well as costs and attorney fees will be added to the delinquent account.
 - ii) A lien will be placed on any account seventy-five (75) days or more in arrears. All additional fees and costs will be added to the delinquent account.
 - iii) If an account becomes one hundred twenty (120) days in arrears, the matter will be referred for adjudication (i.e., foreclosure or monetary judgment).

Section 19, Enforcement

- 19.1 Upon receipt of written notice of an alleged violation, the Management Company will issue a warning notice to the owner and/or resident of the unit, requesting voluntary compliance.
- 19.2 If, after 15 days, the violation has not been corrected, as second warning notice will be issued stating that fines will be levied if the violation is not corrected.
- 19.3 If, after 15 days from the date of the second warning letter in Section 19.2, the violation has not been corrected, a third letter will be issued and a \$25.00 penalty issued against the owner.
- 19.4 If, after 15 days from the date of the third warning letter in Section 19.3, the violation has not been corrected, a penalty of \$50.00 will be issued against the owner. Persisting violations thereafter will be penalized at the rate of \$100.00 after successive notices have been given at 15 day intervals.
- 19.5 The Board will attempt at all times to seek resolution with a mandatory meeting between the violating unit and the Board in "executive session". Failure to resolve the issue may lead to legal action by the board against the violating unit.
- 19.6 The Grievance Committee may also impose an additional penalty, or in substitution of any other fine, the suspension of the violator's privilege to use the Common Area facilities for a period not to exceed thirty (30) days.
- 19.7 Notwithstanding the procedures set forth herein, the Association may, in addition thereto, exercise all rights at law or in equity, including applications for restraining orders in order to enforce the provisions of its Declaration, By-Laws, Articles and these Rules and Regulations.

19.8 The purpose of these enforcement procedures is to obtain compliance by all residents, Owners, guests, tenants, agents or children to our Declaration, By-Laws, Articles and these Rules and Regulations. As in any community, enforcement of agreed upon standards provides us all with the quality of life we expect in our community.

Our Association Board has developed these Rules and Regulations with best interest of all our residents. However, each resident has the right to challenge rules before the Board. Otherwise, we are all obligated to conduct ourselves according to these Rules and Regulations, as we enjoy the amenities and lifestyle here at Riverview.

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