

QUAILRIDGE II  
HOMEOWNERS ASSOCIATION  
COMMUNITY RULES & REGULATIONS

## INTRODUCTION

This 2007 revised edition of the Community Rules and Regulations has been recently updated by the Board of Directors; most board members have all been serving on the board for 6 or more years, and in some cases as many as 10 years. In that time, the board members, past and present have dealt with and been able to resolve a variety of issues, and have preserved and maintained our beautiful Association since it was first developed in 1987. Quailridge has evolved as a mature, picturesque and friendly neighborhood. We do believe as a board that we are fortunate to represent many wonderful Owners in the Quailridge II Homeowner's Association, and recognize that everyone contributes to sustaining the value and quality neighborhood that aligns us all.

This March 2007 revised edition replaces the March 1995 edition, and although most of the current forms have been updated by the board since then, it was truly time to publish a 2007 version of the Community Rules and Regulations. We have never had an "electronic" version of the Community Rules and Regulations and your current board believed that was necessary and overdue.

We hope that the Owners, will enjoy and find this new version more complete and convenient.

Your board is always open to receiving your suggestions and concerns, and look forward to meeting and discussing any questions you may have. The board meets monthly, dates are provided in your monthly dues statements, Newsletters, and meeting date information is also available from our property management firm.

Quailridge Board of Directors

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## PREFACE

The Quailridge II Homeowners Association (“Quailridge II”) Rules and Regulations have been developed and maintained by each Board of Directors (“Board”) past and present to implement rules and regulations based on the Covenants, Conditions and Restrictions (“CC&R’s), By-Laws and Articles of Incorporation.

The intent of this document is to provide each Owner with the Rules and Regulations, for their household and guest, so that all in Quailridge II can enjoy a harmonious and beautiful place to live and raise our families. Included, both for your information and convenience, are references cited from the Articles of Incorporation, the By-Laws, and the Declaration of Covenants, Conditions and Restrictions of the Mountain Meadows Quailridge II Homeowners Association establishing the authority for Rules and Regulations, and to aid the Owner in their effort to remain compliant with the Association.

Every Owner should read all the governing legal documents of the Mountain Meadows Quailridge II Homeowners Association. In these *Community Rules and Regulations*, are references, in whole or part, to the governing documents; those portions included here are for reference, and may require the full reading of those governing documents for further clarification.

In the *Articles of Incorporation of Mountain Meadows Quailridge II Homeowners Association, Article VI, Additional Purposes and Powers* states,

“...the specific primary purposes for which it is formed are to provide for maintenance, preservations and architectural control of” [the Association]

and

“...to promote the health, safety and welfare of the residents within” [the Association].

In the *By-Laws of Mountain Meadows Quailridge II Homeowners Association, Article VIII, Powers and Duties of the Board of Directors, Section 1. Powers*. The Board of Directors shall have the power to:

(a) “Adopt and publish rules and regulations governing the use of the Common Areas and the facilities thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;”

- (b) *“Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, and monetary penalties imposed, after due notice and hearing, for a period not to exceed thirty (30) days for each infraction of published rules and regulations, these By-Laws and the Declaration”...*

The Declaration of Covenants, Conditions and Restrictions (CC&R's), Article II Property Rights, Section 1, Owners' Easements of Enjoyment provides that—

*“Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following”... [Section 1, Paragraph C follows]*

*“The right of the Association to impose fines and suspend recreation facility use privileges and voting right for nonpayment of assessments or other breaches of the Declaration, the Association By Laws or its published rules and regulations after due notice and hearing before the Board of Directors, at which hearing such Owner is given the opportunity to be heard in his own defense.”*

In Article II, Section 1, Paragraph E, of the CC&R's is the following,

*“The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereon.”*

Noted below, in part, from the CC&R's, Article VI, Architectural and Landscape Review, Section 1. Architectural and Landscape Review Required of the CC&R's:

*“No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including change of external paint, paneling, major re-landscaping and the like) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and the location of the same shall have been submitted, by Certified Mail, return receipt requested, to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 2 hereof. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be*

*deemed to have been fully complied with. Neither Association, its officers or directors, the Architectural Committee, nor any member thereof, shall be responsible for structural or other defects of any kind, type or nature in plans or specifications submitted for approval or in the structures or improvements erected in accordance therewith."*

In Article I of the CC&R's are definitions of many terms, including "Owner," "Properties," "Common Area," "Lot," "Maintenance," "Landscape Maintenance Area," and "Community Association" and these terms are utilized in the Community Rules and Regulations. The above selected portion of the definitions, are included in whole or in part in the back of this document and a complete list of terms may be found in the CC&R's.

All Owners should be familiar with the Use Restrictions in Article VII, of the CC&R's. The "Use Restrictions" are noted often in the Rules and Regulations and are important directives for the Board of Directors.

All Owners should be familiar with all Sections of Article VIII of the CC&R's *Duties and Powers of the Association*. Noted here is Section 2, Landscape Maintenance Areas:

*"In addition to maintenance upon the Common Areas, the Association shall maintain all landscaping and irrigation systems on the Landscape Maintenance Areas identified on Exhibit A hereof, and on similar exhibits to subsequent Declarations of Annexation, notwithstanding the fact that such Landscape Maintenance Areas may be located, in whole or in part, on a Lot. No Owner shall in any manner alter, modify or damage any Landscape Maintenance Area (or anything placed thereon) without the prior approval of the Architectural committee. There is created hereby an easement in favor of the Association over those portions of Lots which include Landscape Maintenance Areas for the purpose of ingress, egress, maintenance of an irrigation system and compliance with the duties of the Association set forth herein. Notwithstanding the fact that the Association is obligated to maintain the Landscape Maintenance Areas, no Owner except the Owner of the Lot on which such a Landscape Maintenance Area is located, shall have any right to enter onto or make any use of such Landscape Maintenance Area or any part hereof.*

*In the event that any need for maintenance or repair is caused through the willful or negligent acts of the Owner, his family or guest, or invitees, such Owner shall be liable to the Association for the cost of such maintenance or repairs together with interest thereon at twelve percent (12) per annum and all costs of collection including actual attorneys' fees."*

Additionally, Owners should be familiar with all Sections of Article X of the CC&R's *Obligations of Owners*. Sections 1-5 are noted here:

*“Each Owner shall fully comply with said Covenants and with such By-Laws and Rules and Regulations governing the use of the Project as are adopted by the Board.”*

*“Each Owner shall maintain and keep in a state of good repair and attractive condition his Lot, the landscaping thereon and the exterior surfaces of the improvements thereon, including without limitation any fences on a public street or the Common Area (except to the extent that such matters are to be maintained by Association hereunder). Every Owner must perform promptly all maintenance, replacement and repair work within his Lot which if omitted would adversely affect the Properties in its entirety or in part. Each Owner is expressly responsible for the damages and liabilities that his failure to do so may engender.”*

*“Should any Owner make any installation or change, or permit to be created or maintained, any condition on or abutting his Lot in violation of Article VI hereof, then the Association, its agents and employees, may, upon due notice to such Owner, and after a hearing at which such Owner shall have the opportunity to appear in his own defense, and upon express resolution adopted by the Board of Directors, enter onto the Lot for the purposes of performing such repair or rectifying such condition. All such actions shall be taken at the expense of such Owner.”*

*“Each Owner shall reimburse Association for the cost of repairing or replacing any part of the Common Area or the facilities thereon, or any other matters to be maintained by the Association hereunder, which is injured or damaged through the negligence or wilful act of the Owner, members of the owner’s family or guests or invitees of the Owner.”*

*“Should any Owner fail to reimburse the Association for costs incurred by it pursuant to Sections 3 and 4 hereof, the Association shall be Entitled to recover against the Owner or Owners for whose account any such maintenance or repair is made, all costs of such maintenance and repair together with interest at twelve percent (12%) per annum and costs of collection including actual attorneys’ fees.”*

Every Owner should be aware of Article XI, Party Walls, and Article XVI, Maintenance as they are also important.

This board, previous and future may from time to time update and bring to the attention of Owners, various changes in the Community Rules and Regulations, and it is the intent to provide each homeowner with a set of reasonable guidelines, for their household and guest(s), so that all Owners and their families can enjoy and live in a harmonious and beautiful environment. This is the spirit in which each of the Board’s creating these guidelines would value for our citizens’ enjoyment and benefit.

## ARCHITECTURAL

The following defines for homeowner's the necessary procedures and requirements before making changes to home or property.

Most projects that require City permits will also require prior Board approval, so in planning a project it is best to **submit all plans early.** (Allowing 30 days for Board approval or disapproval.)

Specifically, **Article VI, Section 1 of the CC&R's** states as follows:

“No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including change of external paint, paneling, major relandscaping and the like) or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, exterior colors and the location of the same shall have been submitted, by Certified Mail, return receipt requested, to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 2 hereof. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and locations within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Neither Association, its officers or directors, the Architectural Committee, nor any member thereof, shall be responsible for structural or other defects of any kind, type or nature in plans or specifications submitted for approval or in the structures or improvements erected in accordance therewith.”

In addition, all homeowners should read and understand Article VII, Sections 1 through 15 of the CC&R's completely, as these sections place restrictions on the use of your property.

1. Submit two (2) copies of all plans along with a completed Architectural Landscape Approval Request form (located in the Forms section of this document); the application should be mailed via **Certified Mail** to Quailridge II Homeowners Association c/o Community Property Management, P.O. Box 2817, Camarillo, CA 93011-2817.
2. All plans must be detailed enough to show approximate scale, and must properly set forth measurements, colors to be used, and types of materials. Plans with insufficient detail will be denied and returned for enhancement and or additional information. Pictures and brochures from your vendors may also be submitted.



3. Be sure to keep a copy of your submitted plans, and include your address, phone number, and lot number (if known), along with a **self-addressed stamped envelope** so your plans can be returned to you.
4. The Architectural Committee rejects or approves your plans based only upon their conformity with the CC&R's, and in no manner should approval be deemed by the homeowner to be in compliance with any applicable Building and Safety or zoning requirements. These remain the responsibility of the homeowner.

In regard to painting your home the same color, color codes must be submitted on an ARC request form and mailed to the Property Manager for Architectural Committee review and confirmation as noted in Steps 1-4 above; color codes are available by contacting the Architectural Committee and arranging an appointment. Simply attempting to match the existing paint colors, as paint colors fade, is not sufficient, also some of the original paint codes have changed because of vendor's pigment color modifications. Any change from the original color scheme also requires Architectural Committee approval; many color schemes are available and can be shown to you by scheduling an appointment with a member of the Architectural Committee.

5. Any damage caused by the homeowner to the common area, or to the property of another, as a result of the architectural or landscaping modifications or additions, must be repaired immediately, at the homeowners expense.
6. Examples of items which will not receive approval are canvas, aluminum or fiberglass awnings, antennas, athletic equipment, and storage sheds; this itemization is not all-inclusive.
7. Backyard landscaping/lighting, which will not ever extend over the top of your fence, need not be submitted for approval.
8. All front yard landscaping or hardscaping modifications must obtain prior Board approval in writing, and by submitting an ARC request form and following steps 1-4 in this section.
9. A homeowner's slumpstone walls and wrought iron fencing that face on Association streets or common areas, shall be jointly maintained by the homeowner and Association unless damaged by the homeowner. Homeowner and Association will work together to obtain the most competitive bid for maintenance repairs. If damage occurs or was caused by the homeowner, the full cost of the repair will be the responsibility of the homeowner.

10. All patio cover plans must obtain Board approval in writing prior to installation, and by submitting an ARC request form and by following steps 1-4 in this section.
11. Changes or repairs to front sidewalks, driveway, or the addition of any new walls or planters, in the front, must obtain Board approval in writing prior to installation. It is necessary to complete an ARC request form following steps 1-4 in this section.
12. Detailed plans may require a walk-through with Board members(s), management company representative or committee member.
13. The above rules are not intended to set forth all possible changes which will require Board approval. It is best to assume that all changes require such approval.
14. Violations of the above Architectural rules of the CC&R's will result in a fine of \$300 initially, plus \$50 added for each successive month until the violation has been corrected. Other violation fees may be assessed for other types of violations.

## LANDSCAPING

### Common and Landscape Maintenance Areas

The following are the requirements to be followed for landscape modifications.

PART 1: “Common” and “Landscape Maintenance Area”(CC&R’s, Article I, Sections 5 and 14), defines Common Area as follows, “...property owned by association for use and enjoyment of owners” and Landscape Maintenance Area as, “... front yards of lots.”

1. Homeowners may not remove any existing ground cover or landscaping from the Landscape Maintenance Area or Common Areas. Should any landscaping be removed, replacement shall be at the homeowner’s expense.
2. Homeowners may add any plants, such as bedding flowers (annuals) for color, at their own expense with prior written Board approval. The bedding flowers selected should not exceed a height of 12 inches from ground level. If approved the landscape maintenance contractor will be responsible for maintaining. (Submit a Architectural and Landscape Request form found in the Forms section of this document.)
3. The Board of Directors reserves the right to require the replacement or removal of any incorrectly planted unauthorized or dead plants planted by the current homeowner, at the homeowner’s expense. If, after a formal request to the homeowner has been filed, and no action has been taken within the specified two-week period, the Board of Directors will authorize the correction and the homeowner will be billed for all expenses incurred.
4. The landscape maintenance contractor is not responsible for any damages to the landscape caused by foot traffic, animals, children, or acts of nature, such as wind, frost, etc., (the Board of Directors are reviewing on a case by case basis the installation of sidewalk enhancements). Should damage to the common or landscape areas occur, the replacement responsibility shall be determined by the Board of Directors. If it is determined that damage was due to negligence by the homeowner, their family members, visitors, (including loitering groups) and animals, the homeowner shall be responsible for all costs for the repair and or replacement of the landscape.
5. Major pruning of trees and plants is the responsibility of, and shall be done by the landscape contractor. Trees shall be pruned to a height of approximately 20 feet and branches shall not be below 6 feet from the ground level, or as determined by the Board of Directors.
6. If accepted by the Board that the landscape was damaged due to natural or accidental causes and the board elects to replace damaged landscape at HOA

expense, the landscape will be replaced with like kind, but not necessarily of the same size.

PART 2: Individual Home Landscape Responsibility, e.g., back yards.

1. Any landscaping that a homeowner wishes to install in their back yard that will exceed the height of the common wall(s) when mature or when planted, must have Board of Directors approval, and be presented to the Board of Directors in writing. (Submit Architectural and Landscape Request form from the Forms section).
2. So as to maintain a common aesthetic plan to our community, a list of recommended plants and trees that are best suited for the Moorpark area has been included in this document. See Suggested Plant Trees, Shrubs and Plants lists. It is the request of the Board of Director's that every homeowner make plant selections from this list.
3. Back yard slopes: Some of the lots in Quailridge II have pre-planted slopes that were a part of the original landscape plans. Maintenance of these slopes is the responsibility of each individual homeowner. This includes, but is not limited to ground cover, trees, retaining walls and iron fences.

PART 3: Planter boxes, window boxes, ceramic pots and vine trellis shall be allowed under the following guide lines.

1. Planter boxes, window boxes, ceramic pots and vine trellis shall be allowed under the following guide lines.
  - a. The planter(s) or trellis including the plant shall not exceed a height of 24 inches and 48 inches respectively. Approved trellises up to 48 inches shall be maintained by the landscape contractor. Approved trellises above 48 inches shall be maintained by the homeowner. The trellis plant must be maintained as not to outgrow the structure of the trellis.
  - b. The planter(s) or trellis must be kept clear of any area that may inhibit the landscape contractor from performing their duties.
  - c. The planter(s) or trellis must be maintained at all times with a live plant or must be removed from sight.
  - d. The floor of the planter(s) or trellis must be uniform and compatible to the assigned/approved house colors.
2. Miscellaneous items, in order to preserve a neat and uncluttered look of our community (Article VII, Section 9):

*“All rubbish, trash, and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee.”*

- a. All homeowners are asked to remove from sight all items from the front area after use each day, e.g., toys, bicycles, tools, sport equipment and skateboards.
- b. Garden hoses, when not in use, shall be stored neatly upon hanger or reels, not wrapped around the faucet or rolled up in front of the garage.
- c. All items, such as firewood, lumber, bricks, tools, trash cans, pipe, debris, etc., may not be stored along the side of the garage at any time.
- d. Trash cans must be stored out of sight and may not be set out for pick-up more than 24 hours before trash pick-up day. All trash cans must be stored out of sight by mid-night of the scheduled pick-up day. (Also see City of Moorpark web site for additional Curbside Solid Waste Disposal Program and information.)
- e. Driveways should be kept reasonably free of stains.
- f. No political banners or signs are to be placed in the common or landscape maintenance areas in such a manner as to hinder the landscape contractors from performing their duties.
- g. Per the U.S. Postmaster, flyers and notices are not to be placed on the mailboxes. Anything attached to the mailboxes will be immediately removed.

Although the items listed above are specifically for the landscape maintenance areas, the Board of Directors reserves the right to request the removal and/or modification of any items that are visible from the street in order to preserve the aesthetic uniformity of our community.

#### Part 4: Irrigation/Drainage System & Outdoor Lighting.

1. Should a homeowner desire to tap their main water line for a rear yard irrigation system or install drainage lines, they shall replace all the landscape as it was prior to the installation. Should the Board of Directors determine that the damage was not repaired satisfactorily the homeowner will be responsible for the correction of the problem or will be billed for all expenses required to bring the landscape back to its original condition.

2. Any modification, addition or deletion, or damage to the common or landscape maintenance areas sprinkler system is strictly prohibited. Any homeowner found to be in violation of this Rule will be assessed a monetary penalty along with being billed for the damages caused by said modifications.
3. Outdoor landscape night lighting is not permitted in any of the Landscape Maintenance Areas.

## GENERAL

Article VII, Use Restrictions, Sections 4 and 6 states:

*“No noxious or offensive activity shall be carried on upon any Lot or any part of the Properties, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.”*

*“No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, and no more than two (2) of any of them, may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity.”*

### Pets

1. Dogs must always be on a leash when not in the backyard of a homeowner's property. This requirement is in keeping with City and County ordinances, which state “all dogs must be securely leashed and the leash must be held continuously in the hands of a responsible person capable of controlling such dog.” Dogs may not be unleashed in your front yard at any time. If a dog is found roaming in the common areas the homeowner will be given a written notice of violation and subject to a monetary penalty.
2. Pet owners must pick up all solid waste immediately, or they will be subject to a monetary penalty without notice.
3. Pets are not to be tied up in any of the common areas or front yards at any time.
4. The expense of repair for any damage caused by a pet to any common area landscape, shall be the responsibility of the pet owner.
5. Dogs allowed to bark continuously are considered a nuisance to the quiet enjoyment of the Association. Any homeowner that does not control their barking dog whether or not a homeowner is in attendance, will be considered in violation, and sent a violation letter. Repeated offenders will be fined accordingly.

Recreational & Commercial Vehicles (CC&R's, Article VII, Section 8)

1. Recreational vehicles: No trailer, camper, mobile equipment, boat or inoperative vehicle shall be parked on the street (longer than 72 hours) within the properties (including driveways), or common areas unless in the garage or screened from the public view.
2. Commercial vehicles: No commercial vehicles are permitted on the streets or driveways. A commercial vehicle is described as follows:
  - a. carries a sign or logo on the vehicle
  - b. is over 5,000 lbs., unladen weight
  - c. is a vehicle for hire, or
  - d. any vehicle that is, in the determination of the Board outside of the realm of an acceptable residential vehicle.

The following list summarizes some of the guidelines covering commercial vehicles adopted for the betterment of our community:

1. No vehicle that falls with the City of Moorpark definition of a "commercial" vehicle shall be parked within the confines of Quailridge II.
2. No vehicle shall display any advertising or logos identifying a product, service or company.
3. Dangerous and or hazardous materials shall not be stored in or on any vehicle.
4. Tools, ladders, tanks, tarps, pipe, etc., stored on a vehicle shall not be visible to the public.
5. Commercial vehicles are only allowed within the homeowners association for the duration of the job, and are not to remain parked overnight.

A vehicle that may have commercial plates and be owned by a resident of Quailridge II may not fall within the guidelines covering such vehicles. Therefore, they can be legally parked on the properties or curbs.

An approved vehicle (van, pick-up truck, etc.) not utilized for commercial purposes is acceptable, when not parked across a common area walk way, is used as a second family vehicle and satisfied the before mentioned criteria.



## Signs

1. Any sign placed in view of the public shall conform to Article VII, Section 3:

*“No sign or billboard of any kind shall be displayed to the public view on any portion of the Properties or any Lot, except one (1) sign for each building site, of not more than eighteen (18”) inches by twenty-four (24”) inches, advertising the property for sale or rent, ...”*

2. Without exception, no house numbers or signs shall be painted on the sidewalk or street. Each home has a lighted address box consistently placed at the same location on each home, and each homeowner is required to maintain and repair the lighted address box as needed.

## Recreational Facilities Pools, Spa & Cabana Meeting Room

The following rules apply to all homeowner's and their guests using the recreational facilities, in order to provide minimum standards for our Association, and alleviate costly liability claims for all members.

**1. POOL HOURS:**

**FAMILY HOURS— 9:00 A.M. to 9:00 P.M.**

**18 YEARS AND OLDER—7:30 A.M. to 10:00 P.M., FRIDAY & SATURDAY to 11:00 P.M.**

All persons using the Cabana/Pool areas shall clean up after themselves. All trash shall be placed in the containers provided. Bathrooms shall be cleaned up after use. All disposable diapers shall be removed from pool/spa areas and disposed of at the home of the resident.

All persons are to conduct themselves in a courteous manner. All complaints regarding any violations of these Rules or misuse of the pool/spa areas must be reported to the Association's property manager.

2. Only homeowner's, the homeowner's immediate family, and guests of a homeowner are allowed to use the pool/spa area.
3. Homeowner's, homeowner's family, and guests use the pool/spa area at their own risk.
4. The maximum number of guests per lot is four (4) except when the Cabana meeting room (recreation room) has been reserved in advance.
5. Guest must be accompanied by a resident homeowner at all times.
6. Children under the age of fourteen (14) are to be closely and continuously supervised by an adult, aged eighteen (18) or older, whenever they are in the pool/spa area.
7. Children using the spa are only to do so with adult supervision.
8. Entry and exit to and from the pool/spa area will be by the pool gate only, and by use of the resident's pool key.
9. The pool gate is to remain locked at all times except when entering and exiting.
10. Upon request of any association homeowner, a person in the pool/spa area must show his pool key, or identify the association homeowner of whom he is a guest. If the person cannot comply, he must leave the pool/spa area.
11. Diving of any type is prohibited.
12. Jumping into the spa is prohibited.
13. Throwing objects, running and pushing is not allowed.

14. Fighting, shoving, splashing, yelling and similar conduct is prohibited.
15. Excessive noise is not allowed.
16. Profanity is strictly prohibited.
17. Alcoholic beverages are prohibited.
18. No one who is intoxicated is allowed on the premises.
19. Furniture and equipment are not to be removed from the area; the responsible homeowner will be assessed for damaged or missing furniture.
20. No one is to adjust temperature settings for the pool or spa.
21. No unauthorized persons are allowed in the pool equipment/control area at any time.
22. No one is to add or take water from the pool or spa.
23. Use of the Cabana meeting room is for the exclusive use of the homeowner reserving the area in advance and his guests.
24. Pool safety equipment shall not be used except for emergencies.
25. Loitering or congregating in the pool/spa area for purposes other than the lawful, orderly, and courteous use of the pool/spa and facilities is prohibited.
26. Illegal and immoral conduct is prohibited.
27. Glass containers are not allowed in the pool/spa area.
28. Electrical items and equipment are not allowed in the pool/spa area.
29. Battery operated radios, tape players, televisions and other such items are prohibited before 9:00 a.m. and after 9:00 p.m. on all days. At all other times, such items are to be played at a reasonable volume and the playing of these items loudly is prohibited.
30. Animals are not allowed in the pool/spa area.
31. Bicycles, skateboards, wagons, roller skates and other similar items are prohibited.
32. Because of the limited swimming space available, inflatable equipment, surf and boogie boards are prohibited. Swimming aids for children are allowed.
33. Cutoffs and street clothing are not allowed attire in the pools or spa.

## **FORMS**

Architectural and Landscape Request Form  
Cabana Reservation Form  
Communication Form

**QUAILRIDGE II HOMEOWNERS ASSOCIATION**  
**ARCHITECTURAL and LANDSCAPE APPROVAL REQUEST**

**OWNER INFORMATION:**

NAME: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Bus Phone: \_\_\_\_\_ Proposed Starting Date: \_\_\_\_\_

**NEIGHBOR ADVISEMENT: (Adjacent Neighbors, both sides and behind)**

Signature	Address	Objections? (Yes/No)
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\*Neighbor objections do not in themselves cause denial. However, the Architectural Committee will contact the neighbors to consider their concerns.

**SUBMITTAL:**

Attach **two** copies of the following information:

1. Completed Architectural Request Form.
2. Complete description of improvements (including approximate scale, dimensions, materials to be used, and color(s). If change involves plants please provide plant names.
3. Drawing (plot plan) of property showing location of improvement and dimension to fence line (a sketch will be adequate as long as the location and nature of the improvement is clear). Include elevations of proposed improvement in relation to existing dwelling.
4. Any changes to the external appearance of house must be consistent in design and materials (e.g., original roof, stucco, siding, doors, and windows).

If the requested changes are extensive, it may be necessary to submit the proposed plans to an engineer or architect; the homeowner will be responsible for any incurred expenses in evaluating the request.

**The application request will not be considered if anything is missing.** Please refer to notes on sheet 2 and 3 of this form for additional information.

# QUAILRIDGE II HOMEOWNERS ASSOCIATION

## ARCHITECTURAL and LANDSCAPE APPROVAL REQUEST

### DESCRIPTION OF ARCHITECTURAL REQUEST: (Attach additional sheets as required)

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**Guidelines:** The following tips are provided to assist with completing the application form. Please consult your CC&R's, Rules and Regulations or the Management Company for complete details.

**General:** You will need to apply for Association approval for any building, fence, wall, structure, exterior addition or change, landscape changes, changes to front walkways or driveways, addition of any new front walls, patio covers, patio replacements, window replacements, and any item of backyard landscaping or lighting that will extend above the top of your fence. For a complete list, refer to your CC&R's and Community Rules & Regulations.

**When painting your house:** Board approval is required prior to painting your house. Color boards with approved paint schemes are available in the Cabana upon request. Even if you intend to repaint your house the same color, you must review the color boards to obtain the paint color codes and submit these with your application.

**Front walkways, front gates, and garage doors, and supplemental front lighting:** Pictures or brochures of these items must be submitted with the request.

**Plants:** Plants that will grow higher than your fence require Association approval.

This approval shall be limited to the items specifically set forth herein and is hereby granted upon the following terms and conditions. The violations thereof or non-compliance therewith will be grounds for the rescinding and revocation of the approval hereby granted.

1. No work on this request to commence until written approval of the Architectural Review Committee has been received.
2. Any planting shall not interfere with designated operation of sprinkler heads or hinder landscaping maintenance in any HOA maintained area.
3. Any exterior modification must not alter existing construction design or the function thereof.
4. Any work done in an owner's home, or on the common property, shall be subject to all existing State, City, County and Association laws, ordinances and regulations.
5. All work will be subject to inspection by the Association. The homeowner will be held responsible for any deviations to the approved plans and will be required to make any necessary corrections at the owner's expense.
6. By the execution and acceptance of this application, and the terms and conditions hereof, the owner acknowledges that he has been advised that the above installation, when completed, forming a part of the common elements, will not be the subject of any insurance coverage or loss prevention of indemnification coverage by the Association.

## QUAILRIDGE II HOMEOWNERS ASSOCIATION

### ARCHITECTURAL and LANDSCAPE APPROVAL REQUEST

7. Owner, by the execution and acceptance of this authorization, has remised, released, and forever discharged, and by these presents does remise, release, and forever discharge the said Association of and from all obligations, controversies, suits, actions, causes of actions, trespasses, variances, damages, claims or demands, in law or in equity, which against the said Association the resident ever had, now has, or hereafter can, shall, or may have, for, upon or by reason of any damage to the above installation occurring in any manner whatsoever

If the Board approves this request, I accept this approval upon the terms and the conditions set forth which have been fully read by me.

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE

\_\_\_\_\_  
DATE

#### Mail Certified Mail Return Receipt

To: C.P.M.  
P.O. Box 2817  
Camarillo, Ca 93011-2817

#### ARCHITECTURAL REVIEW COMMITTEE RECOMMENTATIONS

Date received (Mgmt Co.) \_\_\_\_\_ Date sent to Committee \_\_\_\_\_  
Date received from Committee \_\_\_\_\_

( ) APPROVED      ( ) DISAPPROVED      ( ) CONDITIONAL APPROVAL:

Conditions of approval or reason for disapproval: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Architectural Committee Signature

\_\_\_\_\_  
Date

*Mountain Meadows Quailridge II*  
*Homeowner's Association*  
**CABANA MEETING ROOM RESERVATION FORM**

Homeowner's Name: \_\_\_\_\_

Homeowner's

Address: \_\_\_\_\_

Homeowner's Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Event Type: \_\_\_\_\_ Event Day of Week \_\_\_\_\_ Event Date: \_\_\_\_\_

Event Hours/Start: \_\_\_\_\_ End \_\_\_\_\_

The above named Homeowner [s] is/are requesting to reserve the Cabana meeting room on the specified dates and times as noted above.

The Homeowner[s] is/are reserving the Cabana meeting room exclusively. While the Homeowner making the reservation may utilize all of the Pool/Cabana area, they are advised that other homeowner's in the association may *not* be excluded from using the pool, spa or wading pools, or the outdoor pool areas or restrooms.

**The Homeowner[s] is/are agreeing to all of above and the following Cabana Reservation Rules, as well as the attached Recreational Facilities Pools, Spa and Cabana Rules from the Community Rules and Regulations handbook, and a copy of the Recreation Facilities Pools, Spa & Cabana Rules are attached.** \_\_\_\_\_ (Initial here)

The above named Homeowner[s] is/are advised and required to do the following:

1. Homeowner's must be current in their homeowner's association dues.
2. A refundable deposit check for \$100.00 is required prior to the event. Please make checks payable to "Community Property Management." After the event, an inspection by the Cabana/Pool Committee Chairperson will be conducted of the utilized areas for the event; and if all is in order, the deposit check will be returned to the Homeowner.
3. Only a resident Homeowner may reserve the Cabana meeting room.
4. A resident Homeowner's is required to be present during the event at all times.
5. The entrance to the Pool/Cabana area (the pool gate) must be closed at all times; the gate may not be propped open at any time.
6. No animals are allowed in the Cabana/Pool area at any time.
7. Homeowner's and their guests use the Cabana/Pools and areas at their own risk.



8. The Homeowner[s] will advise all guest to adhere to the posted Cabana/Pool rules and regulations.
9. To prevent shock hazard, use of CD'S, radios, and recording equipment of any type, must be battery operated, when used in the outdoor pool deck areas. Corded electrical devices may be used inside the Cabana meeting room.
10. The volume of music must be moderate and not disturb nearby homeowner's.
11. Electrical food heating and serving equipment must be used inside the Cabana, electrical food serving equipment is not allowed in the outdoor pool deck areas.
12. No glass is allowed or may be used in the outdoor pool area, including serving dishes.
13. No alcohol may be served at the event.
14. Do not place bones or other inappropriate items in the garbage disposal.
15. If using decorations, please use pipe cleaners or similar items to hold up decorations that do not remove the paint from walls or from wrought iron items in outdoor pool area.
16. The Cabana made not be utilized or reserved for any commercial endeavors.
17. After the event:
  - A. Make sure all oven/stove controls are off.
  - B. Cabana meeting room floor is swept and mopped.
  - C. Clean all counter-tops and sinks.
  - D. Remove all stored food; and clean refrigerator/freezer if used.
  - E. Clean all chairs and tables; and restore to proper place (stack chairs, tables placed against the walls).
  - F. Remove all decorations.
  - G. Place all trash in trash cans; any overflow trash that exceeds the top of the trash cans must be removed to the Homeowner's residence.
  - H. Return all patio furniture to original place; close all umbrellas.
  - I. Notify Cabana/Pool Committee Chairperson that event is over and area has been cleaned.

**BREACH OF ANY OF THE RULES WILL RESULT IN A  
POTENTIAL FOREITURE OF DEPOSIT.**

**By signing this agreement, I have read and agree to all of the above, and read an acknowledged a copy of the attached Recreational Facilities Pools, Spa & Cabana rules.**

x \_\_\_\_\_

Signature of Homeowner[s]

**Print Name:** \_\_\_\_\_

Please deliver the **\$100 deposit check**, made payable to "Quailridge II Homeowner's Association" with one copy of this signed form to the Cabana Chairperson located at:

**11917 Berrybrook Court (across the street from the pool)**

**Phone: (805) 532-1453**

**Please Contact the Cabana/Pool Committee Chairperson, Roenia Tomlin, at the above address/phone with any problems or questions.**

## QUAILRIDGE II HOA COMMUNICATION FORM

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LOT NO: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

NATURE OF COMMUNICATION: (Please check one)

\_\_\_\_\_ Complaint/Report Problem in HOA

\_\_\_\_\_ General Comments

DESCRIPTION:

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Submit all paperwork in duplicate to Community Property Management. Should you wish copies of this form call 1-800-999-6468. You will receive a reply as soon as possible.

**TREES NOT SUITABLE**  
**For the Soil and Weather Conditions**  
**in**  
**Quailridge II Homeowner's Association**

Ailanthus altissima Tree of Heaven	Grevillea robusta Silk Oak
Araucaria spp.	Liriodendron tulipifera Tulip Tree
Caryota Fishtail Palm	Morus spp. Mulberry
Castanospermum australe Moreton Bay Chestnut	Populus spp. Poplar
Cupressus sempervirens Italian Cypress	Robinia spp. Locust
Dracaena spp.	Sequoiadendron giganteum Giant Sequoia
Erythrina Caffra Coral Tree	Stenocarpus sinautus Firewheel Tree
Eucalyptus citriodora	Tipuana tipu Tipu Tree
Eucalyptus cladocalyx	Umbellularia californica California Bay
Eucalyptus cornuta	Washingtonia spp. Fan Palm
Eucalyptus globulus	Yucca spp.
Eucalyptus leucoxylon	
Eucalyptus viminalis	
Fraxinus uhdei Evergreen Ash	
Fraxinus velutina "Modesto" Modesto Ash	
Gleditsia Triancanthos Honey Locust	
Ailanthus altissima Tree of Heaven	Grevillea robusta Silk Oak

**SUGGESTED LANDSCAPE  
MOST SUITABLE FOR THE SOIL AND WEATHER CONDITIONS**

**SHRUBS**

Alice Dupont	Heavenly Bamboo
Azaleas	Japanese Aucuba
Blue Marguerite	Junipers
Boxleaf Hebe	Lady Banks Rose
Boxwood	Lavendar Starflower
Camellia	Lily of the Nile
Cats Claw	Lily Turf
Carolina Jessamnie	Mexican Orange
Carolina Laurel Cherry	Mother Fern
Chinese Pieriz	Newport Orange
Chinese Photinia	Orange Flame
Chinese Wisteria	Orange Grape
Clara	Photinia Fern Pine
Cocculus	San Diego Red
Creeping Fig	Santa Cruz
Daylilly	Southern Sword Fern
Dwarf Heavenly Bamboo	Springtime
Dwarf Myrtle	Star Jasmine
Dwarf Xylosma	Ternstroemia
Elfin King	Tobira
Emerald Gaiety	Var
Escallonia	Victory
Euryops	Wheeleri
Fortnight Lily	Wild Lilac
Giant Liriope	Yuletide
Glossy Abelia	Zylosma
Grevillia	

**TREES**

Brazilian Pepper	Lemon Bottlebrush
Bronze Loquat	Melaleuca
Canary Island Pine	Most Pines
Carrotwood	Pepper Tree
Cherry Plum	Silk Oak Grevillia
Crape Myrtle	St. Mary Magnolia
Japanese Black Pine	Weeping Fig
Laurel Wood	White Birch

**GROUND COVER**

Erodium	Ivys – Small Type
Gazania	Ornamental Strawberry
Ivy Geranium – Balcon Type	Vica Minor

## SATELLITE DISH AND ANTENNA INSTALLATION GUIDELINES

1. Homeowners should notify the Association of their intent to install or notify the Association once they have installed a satellite dish or an antenna. As a part of the notification, the dimensions of the satellite dish or antenna and the location of the installation should be provided.
2. Satellite dishes or antennas should preferably be installed in the roof or chimney areas at the side or back of the house, pursuant to the “reasonable restriction” clause above.
3. 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.” No holes may be drilled through common area walls, unless permission has been obtained, in advance, from the Homeowner’s Association.
4. The satellite dish may be installed **only** on an individual owners separate interest in the Homeowners’ Association.
5. 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.
6. Once completed, the Association will review the installation to confirm compliance with these installation guidelines. Satellite dishes or antennas which do not meet these criteria (e.g. they are larger than 39 inches or they are installed anywhere on the common area), continue to be prohibited, unless approved by the Association, in writing, prior to installation.
7. Homeowners will be responsible for reimbursing the Association for any costs which the Association may incur to repair damages to any common area caused by the homeowner’s installation of satellite dishes or antennas.

This Resolution was approved by the Quailridge II Board of Directors at their meeting on March 16, 2000. [Move this sentence to top of page and do not include letter from CPM. Perhaps mention, “in keeping with State regulations”]

## DEFINITIONS

(See your governing documents for a complete list of definitions.)

**“Common Area”** shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance ...” [Lot, Parcels, Tract and Map information are detailed in the CC&R’s]

**“Community Association”** shall mean the Mountain Meadows Community Association, a California mutual benefit, non-profit corporation, which also has jurisdiction over the Properties.

**“Landscape Maintenance Area”** shall mean those areas shown on Exhibit A hereto, and on similar exhibits attached to subsequent Declarations of Annexation recorded pursuant to Article IX hereof, which area are comprised of the front yards of the Lots.

**“Lot”** shall mean and refer to any lot of land shown upon any recorded subdivision map of the Properties, but excepting the Common Area.

**“Maintenance”** shall mean the exercise of reasonable care to keep buildings, private roads, landscaping, lighting, and other related improvements and fixtures in a state similar to their original condition; normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of regular fertilization, irrigation, and other garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

**“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**“Properties”** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Properties constitute a Planned Development as defined by California Civil Code §1351(k).