

**LOS ROBLES TOWNEHOMES HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**

**APRIL 2017**

**SUMMARY**

This is a summary of the existing Rules and Regulations of Los Robles Townehomes Homeowners Association, formulated to serve the best interests of the Los Robles residents. They are promulgated under authority and guidelines set forth in the governing instruments of the development (CC&Rs, Articles & By-Laws).

Compliance with these regulations is an obligation of each resident, and will contribute toward making this a better community in which to live. In certain instances, compliance will avoid needless costs which may accrue to an owner or lessee when corrective action is necessary. Failure to comply will result in a fine.

As homeowners in our community we are all compulsory members of this Association. In this respect, the use of Association and individually owned properties are guided primarily by two documents – “The By-Laws of the Los Robles Townehomes Homeowners Association” and “The Declaration of Covenants, Conditions and Restrictions” (CC&Rs). When you purchased your home in our community you received copies of these document along with all other valuable documents related to your home. Residents who are renting from homeowners must also comply with Association rules and regulations. All non-emergency complaints and suggestions should be in writing and signed. All names and information will be kept confidential.

NOTE: Wherever the word “owner” is used in this document, the word “tenant” shall equally apply.

**COMMON AREAS**

Any activity which causes damage to grass, trees or planted areas, or otherwise detracts from the general appearance, is not permitted.

Owners, tenants or guests are not permitted to borrow or remove any equipment or property from the common area.

Any sport and/or activity which constitutes a nuisance in terms of damage to property or causes excessive noise is prohibited.

Articles such as tables, benches (other than those placed by the Los Robles Townehomes Homeowners Association), hammocks, tents, etc., are not permitted in common areas.

Homeowners will be held financially responsible for any damage caused to common areas by their children, their tenants' children, their tenants, guests, or themselves or their animals.

**LOUD AND DISTURBING NOISES**

Consideration for the interests of other residents with respect to unduly loud and disturbing noises must be observed. This includes, but is not limited to, noisy play, loud radios, stereos, parties, noisy pets and vehicle noises.

Harassment of neighbors who complain of disturbances cannot and will not be tolerated.

**ENFORCEMENT**

We all have a vested interest in keeping our community safe and comfortable for its residents and with your cooperation in complying with these rules that goal will be achieved. If you observe abuses of community rules and facilities, you are encouraged to gently bring the matter to violator's attention.

Remember, he/she may not be aware that such a rule exists and a friendly reminder may painlessly correct the problem. Continued violations should be reported to the Management Company.

**A. GENERAL COMMUNITY**

- (1) Obstruction of walkways, entrance ways and carports is Prohibited. This is a safety issue and could create a hazard in an emergency.
- (2) Sidewalks are walkways only and are not play areas. No skates, skate boards, bicycles, big wheels, etc., are permitted on the sidewalks.
- (3) The County and City Ordinances pertaining to animals will apply to this project:
  - (a) All dogs **MUST BE KEPT ON A LEASH** when outside of the patio. County Ordinance requires a 6' leash be continuously held in the hand of the responsible party. The limit on number of pets, dogs and cats, should not exceed three (3) per unit.
  - (b) Owner is responsible for animal waste products being cleaned up immediately. This includes patios and common areas, as this is a health and sanitation issue. Owners who do not immediately pick up animal waste shall be fined \$100 per occurrence.
  - (c) Damage to common property will be at the expense of the pet's owner.
- (4) Parents shall be responsible for the action of their children and their guests.

- (5) The grass areas shall be open from 10:00a.m. until dusk for reasonable access and non-destructive play by residents and their guests. No hard balls, hard bats, hard Frisbees or bicycles will be permitted on or around the grass areas. Non-grass common area green belt (flower and/or ivy beds) is off limits.
- (6) Trees planted in patio areas will not be taller than the tops of the upper level windows and will not be hanging on or over fences or roofs or up against stucco walls. Trees or plants planted in patio should be a type that will not uproot slabs or fences. Owners will be held responsible for the damage. Dirt in patio areas must be lower than slab line, thus preventing termites from accessing the building.
- (7) No plant life may adhere to the stucco, fences, walls or roofs. Trellises may be used in patio areas. Any unattached lattice or trellis in patio area may not extend above the height of the fence. No nails and/or screws allowed in patio vinyl fencing.
- (8) No owner is permitted to plant, or cause to be planted, any plantings on common property. Any plantings within the patios which are visible from the exterior must be kept in good condition and appearance by the owners.
- (9) Any damage to buildings, recreational facilities or equipment or any other common property caused by owners, their family, guests or employees/contractors, shall be at the expense of the applicable owner.
- (10) No clothes lines are permitted in common area.
- (11) Windows may only be covered by drapes, blinds, or shades and may not be painted or covered by foil, cardboard or other similar materials.
- (12) Window and door screens must be kept in good condition and kept in place.
- (13) Exterior alterations, additions, or painting of any type are only permitted with written consent of the Board of Directors. (Example: patio covers, screen doors, outside carpeting, etc.) Submit your written request, plus sketch, to the Management Company. Bamboo or vinyl sun shades may be hung in the patio area. They must be in color compatible with the stucco.
- (14) No Article shall be hung outside from the door or windows.
- (15) Exterior signs are prohibited. FOR SALE or FOR LEASE sign may be displayed from inside the building. Only one (1) FOR SALE or FOR LEASE sign no larger than 24" x 36" is to be displayed.

- (16) All garbage and refuse shall only be deposited in plastic garbage cans provided by the disposal company. During the week, garbage cans are to be stored in the utility room or garage (containers are not permitted on patios or in carports). Garbage should not be placed on patios or in carports. Garbage should not be placed out for collection before evening on the day before collection. Empty cans must be returned to the utility room or garage no later than evening on the day after collection.
- (17) No person is permitted upon any roofs, walls or fences.
- (18) Satellite installation require written approval by the Board and must comply with city ordinance. Submit architectural applications to the Management Company.
- (19) State and local ordinances must be observed if explosives or flammable fluids are brought into units or garages. They shall not be brought onto the common areas.
- (20) Owner must not permit guests, tenants or family members to use carports of other owners; please direct your visitors to appropriate parking.
- (21) Carports are to be kept free of oil and debris. Only drip pans designed for automotive use may be used in carport but must be cleaned weekly or more often when needed.
- (22) Garage doors are to be kept closed except for entrance, exit or when person is in attendance. Partially opened doors are permitted up to 3' between the hours of 9:00am and 6:00pm without attendance for ventilation
- (23) Per city zoning ordinances, no business may be operated from garage or unit. Garages may not be used as living quarters.
- (24) No vehicle shall remain parked in any alleyway. Temporary parking for loading, unloading or washing is permitted. Vehicle must be attended at all times. One (1) hour is maximum time allowed. Parking in a red zone is prohibited.
- (25) Washing vehicle in carport or garage is not permitted.
- (26) Unlicensed vehicles and/or unlicensed drivers are prohibited from using the Los Robles streets or alleys with special reference to mini-bikes.

- (27) Only street legal vehicles will be allowed to be parked in carports or in parking areas of this project. Brief definition of street legal vehicles is the vehicle must be in operating condition and must have current registration displayed. Non-operational or restoration vehicles may be kept in the owner's garage.
- (28) Vehicles in visitor parking areas will not be backed in but will head in only.
- (29) Trailers, boats, campers, motorhomes, trucks or vehicles not used for general transportation shall not be parked in any of the guest parking areas, in the streets of the project, or in carports. They may only be temporarily parked in these areas for trip preparation and unpacking upon return, 24-hour maximum.
- (30) Parking is limited to 48 hours on streets and in parking areas of this project. All automobiles, trailers, boats, trucks and campers should be housed in private garages or commercial facilities. Vehicles parked in Association areas over 48 hours will be subject to fine or removal and storage at owner's expense. Contact management company regarding special circumstances.
- (31) Commercial service vehicles, such as plumbers, electricians, etc., parked on our streets or in visitor parking areas will not be permitted to remain any longer than it takes to complete the job during normal business hours. Such services vehicles shall not be parked overnight.
- (32) Maintenance or repairs on vehicles (cars, motorcycles, boats, etc.) is prohibited in the streets of the project or in guest parking areas. Work on vehicles is permitted in carports if done in such a manner so as not to restrict or disturb nearby areas. All work must be cleaned up daily immediately upon completion. No vehicle may remain on jacks overnight, they are for immediate repair only.
- (33) All owners must complete the owner/tenant registration form and return to the management company within ten (10) days of tenant's occupancy. Failure to do so may result in a \$50.00 fine to the owners. Additional fines may be levied for every 30-day period beyond the initial 10-day notification period. This is a fire and safety requirement for the entire community.
- (34) Owners who rent their townhomes have the responsibility of furnishing their tenant with a copy of the Los Robles Townhomes Homeowners Association Rules & Regulations Booklet.

## **B. SWIMMING POOL AREAS**

Each owner is entitled to a key to the pool areas. By state law, pool areas must be locked at all times. Please keep all gates closed.

- (1) Children under 14 years of age must be accompanied in the pool areas and supervised at all times by an adult responsible for them. (Responsible adult is one who has reached his/her 18<sup>th</sup> birthday, per California State Law.)
- (2) The swimming pools and swimming pool areas are for the use of the owners/residents and their invited guests only.
- (3) All guests must be accompanied by a resident adult at all times.
- (4) The number of guests per unit in the pool at any one time will not exceed four (4) or one (1) family.
- (5) Residents are reminded that they are responsible for the conduct of their guest.
- (6) Swimming pool hours are from 7:00 a.m. to 10:00 p.m. seven days a week. NO Lifeguard is on duty and the owner assumes full responsibility for self and guests. Please observe safety and sanitation rules.
- (7) Any person having any apparent skin disease, sore, or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease shall not use the pool. (State Law)
- (8) No boisterous or rough play is permitted in the pool or in the pool areas, for the safety of those present. This includes running, pushing or pulling others in the pool and includes no diving in the shallow end of the pool. Any disruptive behavior will result in expulsion from pool area. Fines may be levied by the Board of Directors.
- (9) The throwing of objects (Frisbees, tennis balls, etc.) in the swimming pool area is not permitted.
- (10) No alcohol permitted in pool area. No spitting in pool or on decking.
- (11) The use of glassware or glass bottles in the pool area is prohibited; this is a safety issue. Violators will be subject to a \$50.00 fine.
- (12) Shower before entering the pool. To protect the filter equipment, please be sure suntan oil is removed before entering the pool, or use suntan lotion instead.
- (13) It is requested that all individuals cooperate in maintaining maximum cleanliness in the swimming pool areas. Don't be a litterbug. All trash must be put into trash receptacles.

- (14) No person (child or adult) wearing diapers will be allowed in the pool; appropriate swim diapers are permitted.
- (15) No pets are allowed in the swimming pool or the pool areas, for health and safety reasons.
- (16) Trunks or swimming suits will be worn for swimming. No cutoffs are permitted.
- (17) No black swim fins in pool. (Black swim fins cause marks which are extremely difficult to remove, and thus costly.
- (18) Bathing caps are recommended for anyone with long hair (Male or Female) unless hair is braided or gathered with a band. No hairpins or curlers maybe worn by swimmers.
- (19) Please use the furniture in the pool area only for the purpose for which it was intended. Any damage caused will be at the expense of the applicable owner.
- (20) Should pool rafts, floats, etc. become a nuisance or hazard around the pool, it may be necessary to restrict their usage. Only inflatable floats – no rigid boards – are permitted in the pool area for the purpose of avoiding injury to other swimmers.
- (21) Radios/stereos used in common areas must be at a minimum sound level so as not to disturb other people; the pool is for the enjoyment of all residents, be considerate.
- (22) Periodically you may be asked to show your key and identify yourself.
- (23) The Association encourages the use and enjoyment of the pool for all residents and asks for your cooperation in adhering to these basic rules. Repeated violations may result in restrictions on the use of the pool by violators.

### **C. CLUBHOUSE**

The intent of these Rules and Regulations is to provide the maximum use of the facilities for the benefit of the residents, and exceptions will only be in keeping with that spirit. The rules are made for the benefit of the community and violations may result in the loss of privileges or other penalty as the Board of Directors shall determine, pursuant to the By-Laws and/or CC&Rs.

- (1) The clubhouse and its facilities area are for the use of the owners, tenants and their invited guests only.
- (2) The lounge is available for parties, meetings, or other activities on a reservation basis by calling the management company. Reservations must be set up in advance with the management company, who will provide keys. Reservations will be on a first come, first served basis.

- (3) Tenant use of the clubhouse must have approval of the unit's owner. Approval will be by signature of the owner on an application form. Form will be sent to owner by management company after request is made by tenant. Certificated owner proof of insurance will be required.
- (4) Guests must be accompanied by the owner or responsible person renting the facility.
- (5) Each owner shall be responsible for any damage caused by owner, owner's family, tenants or guests to the clubhouse or its contents. The owner shall pay for all such damage.
- (6) Upon leaving the clubhouse, the users must make sure that ALL exterior doors are securely locked.
- (7) When any part of the Clubhouse is reserved for a private party, there will be a deposit required. There must be no damage to the facility or furnishings (including but not limited to carpet and linoleum) and all trash must be removed from the premises by 10:00 AM the morning following the event. A non-refundable cleaning fee will be applied to all functions.
- (8) No animals will be allowed in the building.
- (9) Rental of clubhouse does not include use of pool, sauna or jacuzzi.
- (10) Activities in the clubhouse shall be terminated at 10:00 p.m. Sunday through Thursday and 12:00 p.m. on Friday and Saturday.
- (11) Persons using the clubhouse will be required to adhere to any special instructions that may be posted in the clubhouse as well as Fire Department regulations regarding number of people permitted in the facility at one time.
- (12) No one under 21 may consumer alcohol in or around the clubhouse at any time.

**LOS ROBLES TOWNEHOMES HOMEOWNERS ASSOCIATION UPDATING AND ENFORCING THE RULES AND REGULATIONS**

1. The Rules and Regulations may be changed, deleted, or added to at any time by the Board of Directors. Either a separate mailing or inclusion in the Newsletter will constitute due notice.



- 2 It is the owner's responsibility to ensure that his tenant knows and understands the Rules and Regulations of Los Robles and abides by them.
  
3. Complaints: All homeowner complaints must be submitted in writing, or by email to the Management Company for consideration by the Board of Directors.
  
4. Procedure for resolving complaints against unit owners.
  - (a) Violation notices may only be issued by the Rules Committee Chairperson or Co-Chairperson, and/or Management Company.
  
  - (b) Violation must be personally witnessed by one of the above or based on receipt of signed written complaint containing all of the following information:
    - (1) Date and time of alleged violation.
    - (2) Name and unit number of alleged violator
    - (3) Violation.
    - (4) Signature and unit number of person filing complaint. Every effort will be made to keep name and address of homeowner filing complaint in confidence; anonymous complaints will not be considered.
  
  - (c) Upon receipt of a valid violation notice (item (a), (b) above), the Management Company will send a first violation letter requesting the violation be corrected within a specified time.
  
  - (d) Upon receipt of a valid violation notice (item (a), (b) above), for the same offense within 365 days, the Management Company will send a second violation informing the unit owner that his case will be reviewed by the Board of Directors at a specific time and place to determine if a fine should be imposed. The letter will include a provision informing the owner that he may take the issue up directly with the Association by notifying the Management Company that he wishes to meet with the Board of Directors prior to their review of his case. The unit owner may also furnish witnesses or any other type of supporting information at that time.
  
  - (e) Following a review of all facts, the Board of Directors may meet in executive session to determine the action the Association should take in the issue.
  
  - (f) If the Board of Directors determines that the unit owner was in fact in violation of the Rules & Regulations, the Association By-Laws, or the CC&Rs, the Association will impose a fine.

- (g) The following is the schedule of fines. Cost of repairs and damages will be added where applicable:
- |                  |          |
|------------------|----------|
| First Violation  | Warning  |
| Second Violation | \$ 25.00 |
| Second Fine      | \$ 50.00 |
| Third fine       | \$100.00 |
- (h) Subsequent action will be determined by the Board of Directors. In the event of special circumstances, such as vandalism, recurring uncorrected violation, noisy parties requiring police, etc., the Board of Directors, upon review of the incident, may impose fines exceeding the above schedule and, if necessary, plus legal fees.
- (i) The Association may initiate legal action against a non-conforming unit owner at any time

These Rules and Regulations do not supersede or change the By-Laws or Covenants, Conditions and Restrictions (CC&Rs) in any manner. They do have the same status of law and enforceability. Please reread the CC&Rs which each owner received and signed for at the time of townhome purchase.

Adopted by Board of Directors

April 20, 2017